

Board of Public Works Meeting

August 17, 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/91460390350?pwd=SENrZ2lVQjR2S0ZmRk5iYlBldTl2UT09>

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

Topic: Board of Public Works

Time: Aug 17, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/91460390350?pwd=SENrZ2lVQjR2S0ZmRk5iYlBlIdTI2UT09>

Meeting ID: 914 6039 0350

Passcode: 117443

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: 914 6039 0350

Passcode: 117443

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

AGENDA
BOARD OF PUBLIC WORKS
August 17, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, August 17, 2020 at 5:30 p.m. via **Zoom** by using the following

link: <https://bloomington.zoom.us/j/91460390350?pwd=SENrZ2lVQjR2S0ZmRk5iYlBIdTl2UT09>

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. SPECIAL EVENTS

1. Resolution 2021-21: Harvest Hootenanny
2. Resolution 2021-41: Paint the Town Purple
3. Resolution 2021-42: Lotus Fest

IV. CONSENT AGENDA

1. Approval of Minutes – August 03, 2021
2. Resolution 2021-43: Renewal of Mobile Vendor in Public Right-of-Way; La Poblana
3. Resolution 2021-44: Renewal of Mobile Vendor in Public Right-of-Way; Top Shotta Jerk Chicken
4. Noise Permit for B'Town Jazz Fest
5. Noise Permit for Secretly Group's Paved Paradise
6. Addendum to Koorsen Service Agreement to Include 4th Street Garage
7. Addendum to Evens Time PARCS Equipment Maintenance Service Agreement to Include Trades District Garage
8. Addendum to Evens Time Parker Services Agreement to Include Trades District Garage
9. Service Agreement with Precision Concrete, Inc.
10. Approval of Payroll

V. NEW BUSINESS

1. Contract with Eco Logic LLC for Landscaping Work for 17th & Arlington, Allen St., and Bloomfield Road.
2. Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14th Street for the Standard Redevelopment Project from Landmark
3. Contract with Fast Signs for the 2021 4th Street Garage Wayfinding Sign Project
4. Contract with E&B Paving, Inc., for the Lower Cascades Road Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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



Board of Public Works Staff Report

Project/Event: Switchyard Brewing Company Annual Fall Hootenanny Music Festival

Petitioner/Representative: Kurtis Cummings – Switchyard Brewing Company

Staff Representative: April Rosenberger

Meeting Date: August 17, 2021

Saturday, October 09, 2021 Switchyard Brewing Company will be hosting their Annual Fall Hootenanny Music Festival.

Organizers are requesting the closure of West 9th Street from North Walnut Street to North College and the Alley from behind Bloomington Playwrights/Switchyard Brewing Company to the North of W. 9th Street beginning at 9 a.m. on Saturday, October 9, 2021, for set up and until 1:00 a.m. on Sunday, October 10, 2021 which will allow for clean up after the event. The Block party will celebrate Switchyard Brewing Company's delayed 3rd Annual Fall Hootenanny Music Festival and include neighboring businesses. The street party will include live music, non-profit and local business booths, and food trucks.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Switchyard Harvest Hootenanny		
Location of Event:	9th St between N Walnut & College Ave		
Date of Event:	10-9-2021	Time of Event:	Start: 4 PM
Calendar Day of Week:	Saturday		End: 11 PM
Description of Event:	Annual Harvest Hoot block party - Live music (amplified) - Beer / wine - at Non-Profit Partners		
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: BBBS SCI, BPP	

Applicant Information

Name:	Kristin Amminas		
Organization:	Switchyard Brewing Co	Title:	Events Director
Physical Address:	419 N Walnut St		
Email Address:	kristine@switchyardbrewing.com	Phone Number:	812-606-9026
Signature:		Date:	8-10-2021

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 Palazzo, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template

Event name: Switchyard Honest Hootenanny
 Number of expected attendees: 1000
 Number of food vendors: 5
 Number of other vendors: 3-4

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

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

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

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

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

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

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

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

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

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

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

Designated Waste and Recycling Manager:

Rod Armes (Switchyard Maintenance Supervisor)

Event Map



Targeted Waste

Types of Waste	Collection Plan
Plastic beer/wine/watercups	Recycling
Food Waste	Designated composting bins for JB Waste and disposal
Mixed Paper Products	Trash bins/recycling bins



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:	Kristin Cummins		
Contact Phone:	812-606-9026	Mobile Phone:	_____
Title/Position:	Co-Funder / Events Director		
Organization:	Switchyard Brewing Co		
Address:	419 N Walnut St		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	kristin@switchyardbrewing.com		
Organization E-Mail and URL:	www.switchyardbrewing.com		
Org Phone No:	812-287-8295	Fax No:	_____

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

Organization Name:	Big Brothers / Big Sisters		
Address:	501 N Walnut St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	dwtmer@bissindiana.org		
Phone Number:	_____	Mobile Phone:	_____
Organization Name:	Bloomington Playmakers Project		
Address:	107 W 9th St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	brad@newplays.org		
Phone Number:	_____	Mobile Phone:	_____
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:	_____	Mobile Phone:	_____



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 9, 2021 Saturday	
Time of Event:	Date: 10/9/21 Start: 4 PM	Date: 10/9/21 End: 11 PM
Setup/Teardown time Needed	Date: 10/9/21 Start: 9:00 am	Date: 10/10/21 End: 1:00 AM
Calendar Day of Week:	Saturday	
Description of Event:	Annual Harvest Hootenanny Block Party / delayed celebration of our 3 rd anniversary. Live music, food trucks, philanthropy partners, beer, wine, fun!	
List of Street Closures (If applicable)	9 th St between Walnut + Colbee	
Expected Number of Participants:	1000	Expected # of vehicles (Use of Parking Spaces to close): 6

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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" 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 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 checked="" type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" 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) <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 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 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 checked="" type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

- 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.
- 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)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

**6.
CHECKLIST**

- Determine what type of Event
- Complete application with attachment
 - Detailed Map
 - Proof of notification to businesses/residents (copy of letter/flyer/other)
 - Maintenance of Traffic Plan
 - Noise Permit Application (if applicable)
 - Certificate of Liability Insurance
 - Secured a Parade Permit from Bloomington Police Department (if applicable)
 - Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable)
 - Waste and Recycling Plan (if applicable)
- Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
- No Parking Signs
 - Board of Public Works approved events are provided by Department of Public Works (DPW)
 - 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		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
08/10/2021

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

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

PRODUCER

First Insurance Group
1405 N. College Avenue

Bloomington

INSURED

Switchyard Holdings Inc
dba Switchyard Brewing
419 N Walnut St
Bloomington

IN 47404

IN 47404

CONTACT NAME: Mindy Teach

PHONE (A/C, No, Ext): (812) 355-2598

E-MAIL ADDRESS: MindyT@figprotects.com

FAX (A/C, No): (812) 512-1774

INSURER(S) AFFORDING COVERAGE

INSURER A: Society Insurance

NAIC #

15261

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2151308995

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		BP19016001	05/26/2021	05/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20015481	05/26/2021	05/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM19016004	05/26/2021	05/26/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	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		WC19016003	05/26/2021	05/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BP19016001	05/26/2021	05/26/2022	Aggregate 1,000,000 Each Common Cause 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is also additional insured with regards to the general liability when required by written contract.

CERTIFICATE HOLDER

City of Bloomington
401 N Morton St
Post Office Box 100
Bloomington

IN 47402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mindy Teach

Targeted Waste Plan - Switchyard Hootenanny Block Party - October 9, 2021

Type of Waste:

Plastic beer/wine/water cups	Recycling
Food Waste	Designated composting bins for JB waste and disposal
Mixed paper products	Trash bins / recycling bins

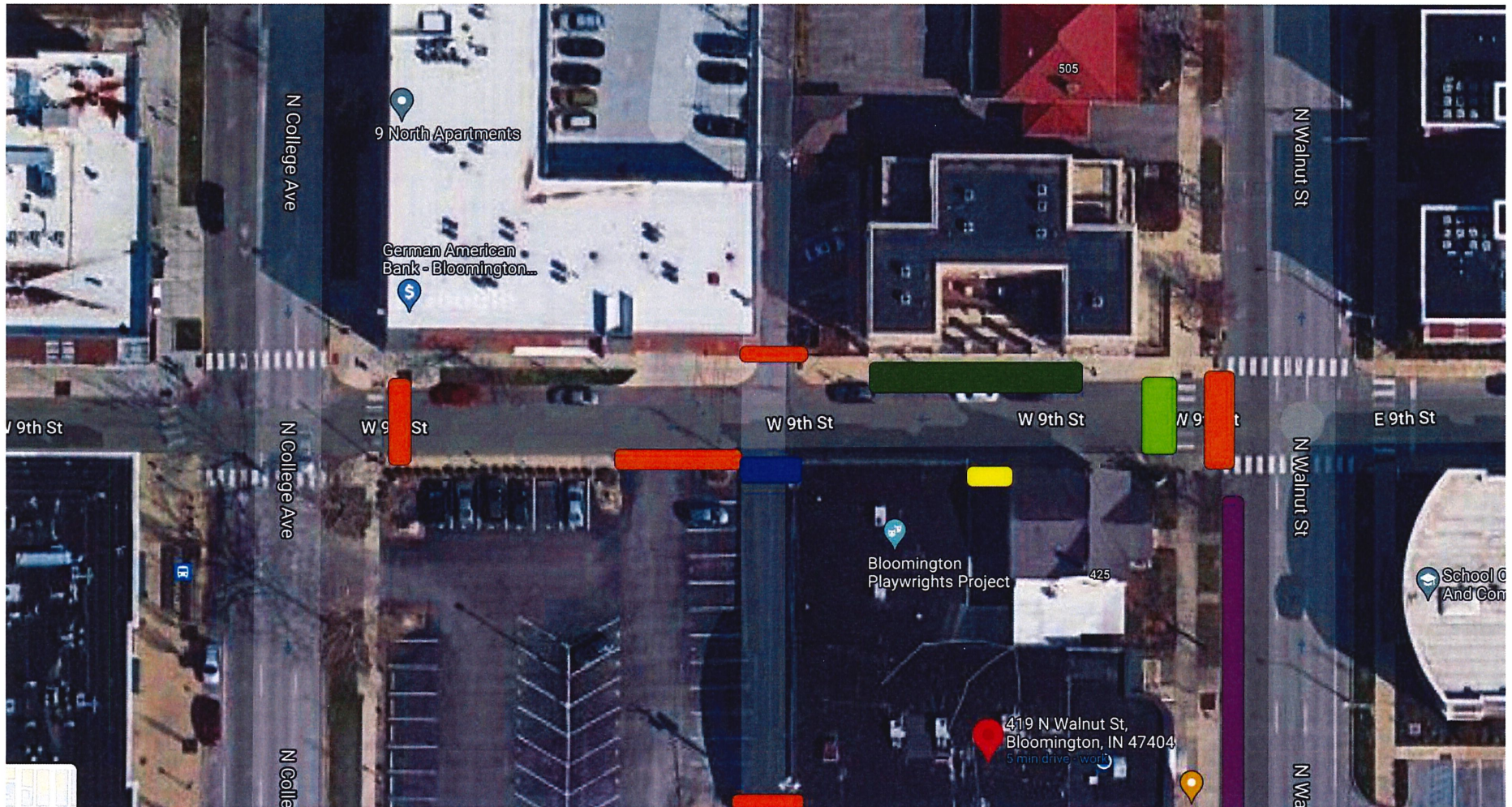
Collection and hauling system: Pre-event information meeting for staff working the event, we will collect all trash on a rotating basis throughout the event, carry it up the alley behind the brewery and place in our dumpsters. Dumpsters will be 100% cleared morning of event.

Vendor and volunteer education and training: We will have a mandatory informational pre-meeting on Thursday, October 7 at 7PM for all food vendors and 7:30 PM for all staff

Materials and supplies: Bins, signage, recycling and trash bags, dumpster

Designation of Duties:

- Rod Armes - Waste and Maintenance
- Kristin Cummings - Event Direction
- Kurtis Cummings - Logistics and safety
- Jeff Hall - Beer and wine logistics
- Amanda Korak - Philanthropy liaison
- Chris Ramsey - Audio / Video / Music Logistics



LEVEL III BARRICADE

BEER/WINE TENT

SAFETY / SECURITY

FOOD TRUCKS / FOOD VENDORS

COMMUNITY BOOTHS & VENDORS

STAGE

SWITCHYARD HARVEST HOOTENANNY BLOCK PARTY

Event Map & Traffic Plan -- Note: Water barricades will be utilized at:

- N Walnut & W 9th St
- N College Ave & W 9th St
- W 9th St & Big Red Liquors Parking Entrance *(leaving two parking entries open)*
- Alley behind Switchyard Brewing, south of the building
- Alley behind German American Bank & W 9th St

**BOARD OF PUBLIC WORKS
RESOLUTION 2021-21**

SWITCHYARD 3rd ANNUAL FALL HOOTENANNY MUSIC FESTIVAL

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

WHEREAS, the Switchyard Brewing Company is organizing the Switchyard 3rd Annual Fall Hootenanny Music Festival, to take place on Saturday, October 9, 2021; and

WHEREAS, the Switchyard Brewing Company has requested that the Board of Public Works allow them to close West 9th Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9th Street during the Block Party; and

WHEREAS, Switchyard Brewing Company has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Switchyard Brewing Company may close West 9th Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9th Street from 4:00 p.m. Saturday, October 09, 2021 until 1:00 a.m. on Sunday, October 10, 2021 for the purpose of staging a block party for the general public.
3. Switchyard Brewing Company 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. Switchyard Brewing Company shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Switchyard Brewing Company shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Switchyard Brewing Company agrees no closure shall occur before 12:00 p.m. on Saturday, October 09, 2021, and remove barricades by 1:00 a.m. on Sunday, October 10, 2021.

6. The City of Bloomington will provide and set up jersey style water filled barricades not before 12:00 p.m. on October 09, 2021. Jersey style water filled barricades will be removed as part of clean-up.
7. Switchyard Brewing Company will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 4:00 p.m. and 11:00 p.m. on Friday, October 9, 2021.
9. Switchyard Brewing Company shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Switchyard Brewing Company 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.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Switchyard Brewing Company, 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.
12. _____, 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 17th DAY OF AUGUST, 2021.

BOARD OF PUBLIC WORKS:

SWITCHYARD BREWING COMPANY:

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Kyla Cox Deckard, Secretary

Date



Board of Public Works Staff Report

Project/Event: Paint the Town Purple Event – Parking Reservation Request

Petitioner/Representative: Jackie Daniels, Indiana Center for Recovery

Staff Representative: April Rosenberger

Meeting Date: August 17, 2021

The Indiana Center for Recovery is organizing the “Paint the Town Purple” event to be held as a kick off for Recovery Month. The event celebrates and highlights the fact that recovery is possible and happens in many ways. This is a family-friendly event that will include a DJ, food trucks, games and more.

Indiana Center for Recovery is requesting to reserve the Southside parking spaces adjoining the Courthouse, from 1 p.m. until 8:45 p.m. so that food trucks can offer attendees a chance to purchase food. The 3rd Annual Paint the Town Purple event will run from 6:00 p.m. until 8:00 p.m., on Friday, September 03, 2021.



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:	Jackie Daniels		
Contact Phone:	812-361-5817	Mobile Phone:	812-361-5817
Title/Position:	Vice President of Community Relations		
Organization:	Indiana Center for Recovery		
Address:	1004 West First Street		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	jackie@treatmentindiana.com		
Organization E-Mail and URL:	jackie@treatmentindiana.com / www.treatmentindiana.com		
Org Phone No:	SAME	Fax No:	NA

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

Organization Name:	Food vendors are pending through the health department. There will be 3 food trucks present. Partners for this event include: County Health Department, Amethyst House, Centerstone, IU Health		
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:			

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:	9/3/2021	
Time of Event:	Date: 9/3/21 Start: 6:00 PM	Date: 9/3/21 End: 8:00 PM
Setup/Teardown time Needed	Date: 9/3/21 Start: 1:00 PM	Date: 9/3/21 End: 8:45 PM
Calendar Day of Week:	Friday	
Description of Event:	<p>This is the 3rd annual Paint the Town Purple! The event kicks off National Recovery Month and is a celebration that symbolizes that recovery is possible, and supported in Monroe County.</p> <p>The county commissioners and the mayor will do proclamations. It is a family-friendly event with a DJ, food trucks, games, and more.</p> <p>As you may know, addiction is a highly stigmatized disease and this event celebrates the hope and possibility in long-term recovery.</p> <p>For this event we are asking that parking spaces adjoining the courthouse be closed to allow for the set-up of food trucks for attendees that would like to purchase food. Southside spaces only.</p>	
List of Street Closures (If applicable)	Kirkwood between college and walnut on courthouse side	
Expected Number of Participants:	75-90	Expected # of vehicles (Use of Parking Spaces to close): 19-20

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Paint the Town Purple		
Location of Event:	Monroe County Courthouse South Lawn		
Date of Event:	9/3/21	Time of Event:	Start: 6pm
Calendar Day of Week:	Friday		End: 8pm
Description of Event:	This is the 3 rd annual Paint the Town Purple! The event kicks off National Recovery Month and is a celebration that symbolizes that recovery is possible, and supported in Monroe County. The county commissioners and the mayor will do proclamations. It is a family-friendly event with a DJ, food trucks, games, and more.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jackie Daniels		
Organization:	Indiana Center for Recovery	Title:	VP Community Relations
Physical Address:	1004 W 1 st Street, 47403		
Email Address:	jackie@treatmentindiana.com	Phone Number:	812-361-5817
Signature:	<i>Jackie Daniels</i>	Date:	8/3/21

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.

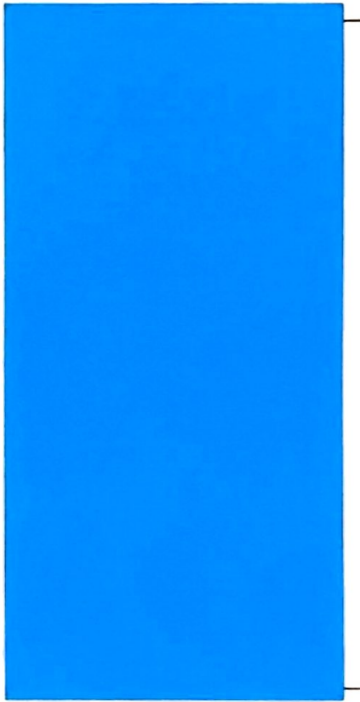
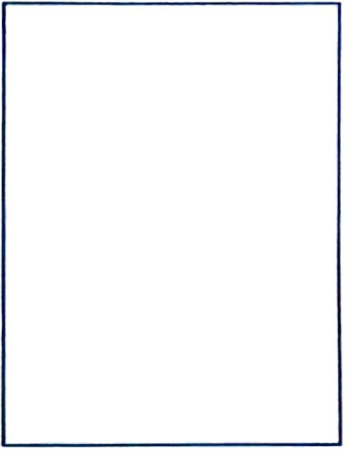
BOARD OF PUBLIC WORKS

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Date

Kyla Cox Deckard, Secretary

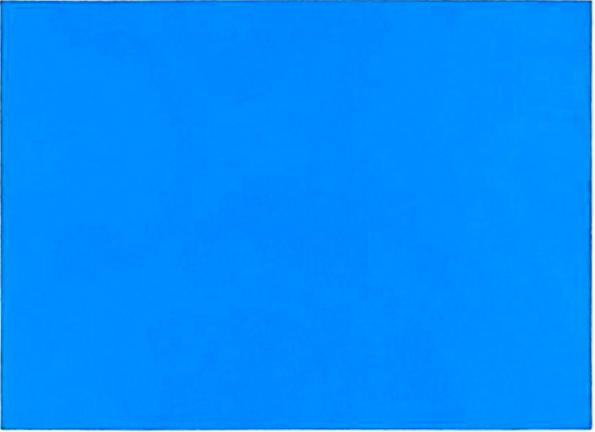


Kirkwood

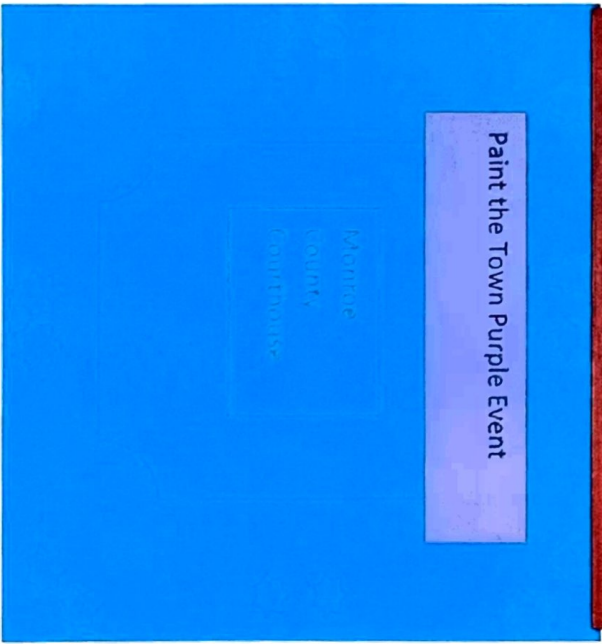
Parking closed along south side of courthouse,

Paint the Town Purple Event

Map of
Downtown
Courthouse

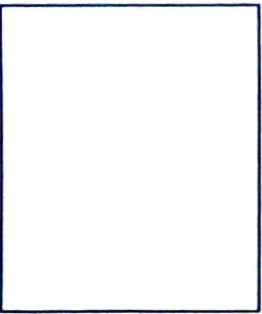
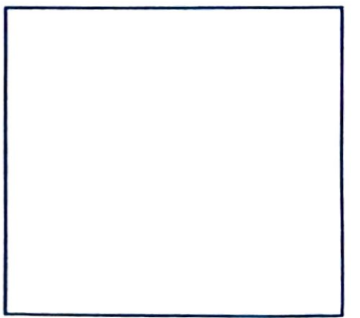
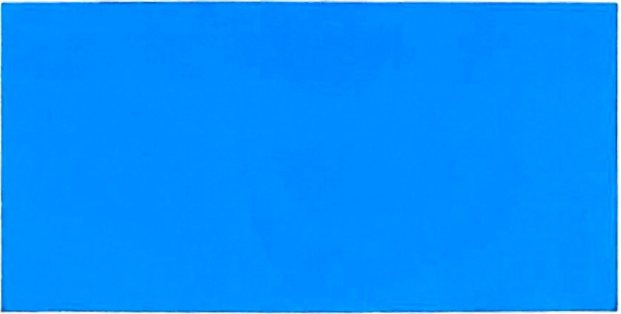


North Walnut



6th Street

College



**BOARD OF PUBLIC WORKS
RESOLUTION 2021-41**

PAINT THE TOWN PURPLE

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Paint the Town Purple organizers are desirous of using parking spaces on the south side of the Courthouse on Kirkwood Avenue between College and Walnut.

WHEREAS, the Paint the Town Purple organizers have 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, subject to the following conditions:

1. The City declares that the Paint the Town Purple event may reserve parking spaces on the south side of the Courthouse on Kirkwood Avenue between College and Walnut on Friday, September 03, 2021 from 1:00 pm to 8:45 pm.
2. Paint the Town Purple 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.
3. Paint the Town Purple will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 8:45 PM on Friday, September 3, 2021.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. Paint the Town Purple shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Paint the Town Purple, 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.

Resolution 2021-41

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 17 DAY OF AUGUST, 2021.

BOARD OF PUBLIC WORKS:

PAINT THE TOWN PURPLE:

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Kyla Cox Deckard, Secretary

Position



Board of Public Works Staff Report

Project/Event: Lotus World Music and Arts Festival.
Petitioner/Representative: Lotus Education & Arts Foundation
Staff Representative: April Rosenberger
Meeting Date: August 17, 2021
Event Date: September 23-26, 2021

This request is for street closures, use of parking spaces, use of Switchyard Park, and a noise waiver for the 28th Anniversary Lotus World Music & Arts Festival scheduled for Thursday, September 23 through Sunday, September 25, 2021. Each fall the signature World Music & Arts Festival presents performances from artists from across the globe, serving a multi-generational audience of up to 12,000 people. The Festival spans 4 days and creates a multi-block pedestrian perimeter in downtown Bloomington. This year's festival will include activities at Switchyard Park.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Lotus will notify and work with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and will also notify residents and businesses in the surrounding area.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Jill Campbell		
Contact Phone:	812-336-6599	Mobile Phone:	812-219-0783
Title/Position:	Community & Arts Engagement Director		
Organization:	Lotus Education & Arts Foundation		
Address:	105 S Rogers St		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	jill@lotusfest.org		
Organization E-Mail and URL:	lotusfest.org		
Org Phone No:	812-336-6599	Fax No:	NA

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

Organization Name:	Buskirk-Chumley Theater		
Address:	114 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	events@buskirkchumley.org		
Phone Number:	812-323-3020	Mobile Phone:	NA
Organization Name:	Chocolate Moose - Organizing food trucks for the festival		
Address:	405 S Walnut St		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	NA		
Phone Number:	812-333-0475	Mobile Phone:	NA
Organization Name:	Monroe County Public Library		
Address:	303 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	lchampel@monroe.lib.in.us		
Phone Number:	812-349-3050	Mobile Phone:	NA

3. Event Information

Type of Event	<input checked="" 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:	September 23-26, 2021	
Time of Event:	Date: 9/23/21 Start: 7:00pm	Date: 9/26/21 End: 5:30pm
Setup/Teardown time Needed	Date: 9/23/21 Start: 7:00am	Date: 9/26 End: 5:30pm
Calendar Day of Week:	Thursday - Sunday	
Description of Event:	<p>The annual Lotus World Music & Arts Festival celebrates the diversity, beauty, and joy of music and arts from cultures around the world. Lotus will transform downtown Bloomington and Switchyard Park for the Festival, creating a 10-block pedestrian-friendly perimeter and filling several different venues and tents simultaneously with music and dance. Venues include a range of public spaces, from large outdoor tents perfect for dancing to family-friendly Switchyard Park for interactive workshops, to intimate churches and art spaces suited for attentive listening and contemplation. In addition to ticketed evening showcases, the Lotus vision of inclusion, diversity, and access also reaches into the wide scope of activities that Lotus offers free of charge on Festival weekend – 40+ hours of free outreach that invites participants from all economic walks of life. We present a free “Lotus in the Park” event with workshops and concerts, a free and interactive Arts Village displaying community-generated visual arts, as well as parades, processions, and exhibits. Lotus is committed to accessibility and to drawing the widest possible cross-section of participants to become part of the music and arts of the world around us.</p>	
List of Street Closures (If applicable)	See attached document.	
Expected Number of Participants:	8,000	Expected # of vehicles (Use of Parking Spaces to close): See attached map.

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 checked="" 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 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 checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

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

6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input checked="" type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) See notes 1 and 2 below.
<input checked="" type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input checked="" type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

1. The Chocolate Moose is responsible for all food trucks/food vendors except for OWE and will handle all MCHD licenses, etc. directly. 2. Alcohol vendors are responsible for obtaining all required permits.

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

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

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Lotus World Music & Arts Festival		
Location of Event:	Switchyard Park, tents on 6th St and 4th St between Walnut and College.		
Date of Event:	9/23/21 - 9/26/21	Time of Event:	Start: 07:00pm
Calendar Day of Week:	Thursday - Sunday		End: 5:30pm
Description of Event:	<p>The annual Lotus World Music & Arts Festival celebrates the diversity, beauty, and joy of music and arts from cultures around the world. Lotus will transform downtown Bloomington and Switchyard Park for the Festival, creating a 10-block pedestrian-friendly perimeter and filling several different venues and tents simultaneously with music and dance. Venues include a range of public spaces, from large outdoor tents perfect for dancing to family-friendly Switchyard Park for interactive workshops, to intimate churches and art spaces suited for attentive listening and contemplation. In addition to ticketed evening showcases, the Lotus vision of inclusion, diversity, and access also reaches into the wide scope of activities that Lotus offers free of charge on Festival weekend – 40+ hours of free outreach that invites participants from all economic walks of life. We present a free "Lotus in the Park" event with workshops and concerts, a free and interactive Arts Village displaying community-generated visual arts, as well as parades, processions, and exhibits. Lotus is committed to accessibility and to drawing the widest possible cross-section of participants to become part of the music and arts of the world around us.</p>		
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:	Jill Campbell		
Organization:	Lotus Education & Arts Foundation	Title:	Community & Arts Engagement Director
Physical Address:	105 S Rogers St, Bloomington, IN 47402		
Email Address:	jill@lotusfest.org	Phone Number:	812-336-6599
Signature:		Date:	7/30/2021

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: Lotus World Music & Arts Festival
Number of expected attendees: 8,000
Number of food vendors: 8 or 9
Number of other vendors: 0

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

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

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

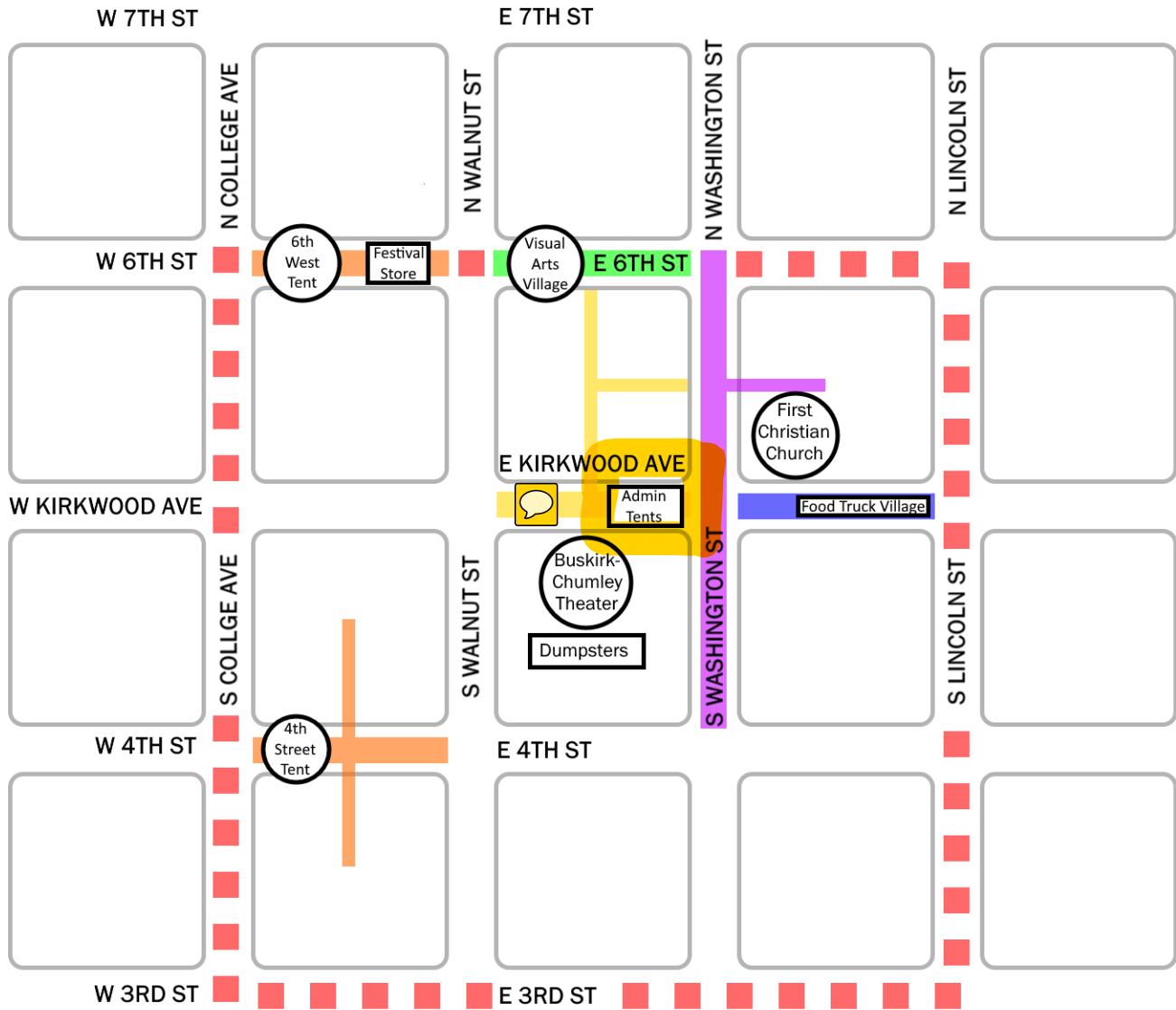
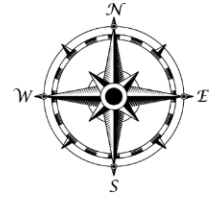
PETITIONER:
DATE:

Contact Information- Other

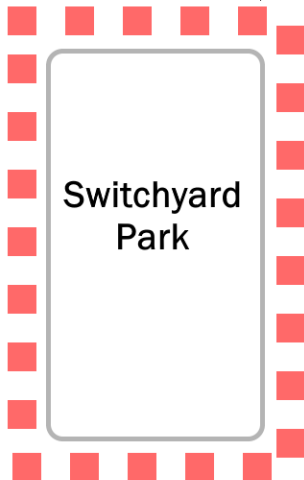
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste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









Lotus 2021 Street & Alley Closings Map - September 23-26



1.4 MILES



-  Festival Perimeter
-  Closed 7:00am Thursday - 4:00pm Sunday
-  Closed 7:00am Friday - 9:00am Sunday
-  Closed 7:00am Friday - 3:00pm Sunday
-  Closed 9:00am Friday - 12:30am Sunday
-  Closed 5:30pm Friday - 12:30am Saturday
AND
5:30pm Saturday - 12:30am Sunday

Lotus World Music & Arts Festival 2021

Dumpster Placement and No-Parking zones/times in City of Bloomington parking lot located at 4th & Washington



Dumpster site(s): Closed Friday 9/24 @ 5:00 am THROUGH Monday 9/27 @ 7:00 am



Clearance for pickup/dropoff: Closed Friday 9/24 @ 5:00-7:00am AND Monday 9/27 @ 5:00-7:00am



August 12, 2021

Dear Business Owner:

The 28th Lotus World Music & Arts Festival will be held September 23 - 26, 2021, and we look forward to another exciting year in downtown Bloomington. Once again, we expect to draw thousands of people to our city's lively and pedestrian-friendly downtown to enjoy world-class performing artists from all over the globe. The Lotus Festival has become a signature event for Bloomington, and it is made possible by the support of our community—thank you!

From past festivals, we know that ~12,000 people visit downtown Bloomington over the course of the event each year. Lotus attendees – many from out of town – start arriving long before the evening festivities start, and they spend considerable time on festival weekend exploring the streets around the Courthouse, shopping in local stores, and enjoying local restaurants and bars.

Evening showcases and other evening events will begin at approximately 6:00 p.m. and run until 12:00a.m. (midnight) on Friday, September 24, and Saturday, September 25. Festival set-up begins as early as Thursday, and tear-down can run until Sunday afternoon.

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

- **From 7 a.m. Thursday, Sept. 23 until 4 p.m. Sunday, Sept. 26**
 - 6th Street between College Avenue and Walnut Street, and alley running north to midpoint of block
 - 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block
- **From 7 a.m. Friday, Sept. 24, until 9 a.m. Sunday, Sept. 26:**
 - Kirkwood Avenue between Walnut Street and Washington Street, and all connecting alleys
- **From 7 a.m. Friday, Sept. 24, until 3 p.m. Sunday, Sept. 26:**
 - 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block
- **From 9 a.m. Friday, Sept. 24, until 12:30 a.m. Sunday, Sept. 26:**
 - Kirkwood Avenue between Washington Street and Lincoln Street, and alley running north to midpoint of block
- **From 5:30 p.m. on Friday, Sept. 24 until 12:30 a.m. Saturday, Sept. 25:**
 - Washington Street from 4th Street to 6th Street and all connecting alleys
- **From 5:30 p.m. on Saturday, Sept. 25, until 12:30 a.m. Sunday, Sept. 26:**
 - Washington Street from 4th Street to 6th Street and all connecting alleys

Additionally, please be aware that musicians will conduct sound checks and rehearsals in the afternoons on Friday and Saturday, in both indoor and outdoor venues, to ensure smooth production and the highest-quality performances. Sound checks usually start at or after 1:00 p.m. and may be audible downtown for several hours.

The Board of Public Works meeting to hear this request will be on **8/17/2021 at 5:30pm**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton. This meeting will be virtual due to the pandemic. If you wish to attend, please follow this link:

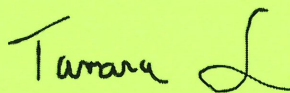
<https://bloomington.zoom.us/j/91460390350?pwd=SEnrZ2lVQjR2S0ZmRk5iYlBlIdTI2UT09>

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Lotus World Music & Arts Festival.

If you have any questions or concerns, I encourage you to contact me directly (Tamara Loewenthal, Executive Director, tamara@lotusfest.org or 812-336-6599) or to attend the virtual Board of Public Works meeting. You can also call the Board of Public Works at 812-349-3410 or write to them at P.O. Box 100, 47402.

Thank you for your consideration and support! We look forward to celebrating our 28th anniversary event with you and bringing the Lotus World Music & Arts Festival to downtown Bloomington for another sensational weekend in September.

Sincerely,

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

Tamara Loewenthal
Executive Director

Waste/Recycling & Sanitation Management Plan

Lotus World Music & Arts Festival

Event name: Lotus World Music & Arts Festival

Number of expected attendees: ~8,000

Number of food vendors: 8 or 9

Number of other vendors: n/a

Designated waste and recycling manager: Lotus partners with Republic Services to provide trash dumpsters, no-sort recycling dumpsters, and trash/recycling totes to service the Festival. Lotus also borrows large trash barrels from the Sanitation Department, and utilizes the Clearstream recycling containers available through Downtown Bloomington, Inc. The overall plan is overseen by Tamara Loewenthal, Executive Director, and execution is overseen by Jill Campbell and Amanda Hutchins (Lotus staff) with the help of other volunteer committees and on-site/delegated House Managers at each Festival venue.

Event map: See map attached to event application, including Republic dumpster placement downtown in the City parking lot behind the Buskirk-Chumley Theater.

Collection and hauling system: Dumpsters are delivered by Republic preceding the event. Clearly marked trash barrels and recycling receptacles are placed in and around all Festival venues and foodservice areas, including Clearstream containers at our largest tent venues on 4th St. and 6th St. At the entry/exit stations for these two largest venues, a trained volunteer (equipped with gloves and a flashlight), will help ensure that patrons do not throw recyclables into trash containers.

All trash and recycling receptacles/containers are checked regularly by designated volunteers, who remove/replace bags as needed and transport full bags to larger totes at each venue; when totes are full, they are wheeled to dumpster location(s) and emptied appropriately (trash vs. recycling). Dumpsters are collected by Republic following the event.

Vendor and volunteer education and training: Volunteers are trained in advance at Lotus Volunteer Orientations and instructions are reinforced by each venue House Manager on-site at the event. Vendors are provided with clear instructions for complying with the Festival's waste-management plan.

Materials and supplies: Receptacles/barrels and large totes are stationed at each venue, as well as clear signage/instructions for patrons and volunteers. Consumables such as bags (clear for recycling, black for trash) and gloves are stocked in a "site kit" at each venue/area.

Designation of duties: Waste management plan is directed by Lotus Executive Director (Tamara Loewenthal) and Lotus staff (Jill Campbell/Amanda Hutchins); assistance with on-site execution is managed by volunteer venue House Managers (TBD).

Sanitation: Lotus contracts with Circle H Portable Outhouses to place regular and accessible port-o-lets throughout the Festival precinct, including in restricted-access areas for artist use. Port-o-lets are delivered after street closures take effect and are serviced at least once during the event span (usually Saturday morning). For Lotus in the Park activities, Lotus will utilize available on-site restrooms in the park and pavilion, as well as contract with Circle H to place two accessible port-o-lets at the far end of the mainstage lawn.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-42**

LOTUS WORLD MUSIC AND ARTS FESTIVAL 2021

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Lotus Education & Arts Foundation, Inc. (hereinafter referred to as “Lotus”) would like to have the City close the following City streets: 6th Street between College Avenue and Walnut Street and Alley running north to midpoint of block, 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block, midblock of Kirkwood Avenue to Washington Street and connecting alleys, 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block, Kirkwood Avenue between Washington Street and Lincoln Street and alley running north to midpoint of block, Washington Street from 4th Street to 6th Street and all connecting alleys, Washington Street from 4th Street to 6th Street and all connecting alleys. Additionally, Lotus Education & Arts Foundation, Inc. is requesting the use of Switchyard Park, in order to conduct a Special Event: the Lotus World Music and Arts Festival; and,

WHEREAS, Lotus has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets and Switchyard Park in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the Lotus World Music and Arts Festival: 6th Street between College Avenue and Walnut Street and Alley running north to midpoint of block, 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block, midblock of Kirkwood Avenue to Washington Street and connecting alleys, 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block, Kirkwood Avenue between Washington Street and Lincoln Street and alley running north to midpoint of block, Washington Street from 4th Street to 6th Street and all connecting alleys, Washington Street from 4th Street to 6th Street and all connecting alleys beginning at 7:00 a.m. on Thursday, September 23, 2023 and ending at 5:30 p.m. on Sunday, September 26, 2021 as indicated on the attached Lotus Comprehensive Map.
2. Lotus is requesting eighteen (18) parking spaces in City Lot 3 from 5:00 a.m. Friday, September 24, 2021 to 7:00 a.m. Monday, September 27, 2021 for trash and recycling services.
3. Lotus shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
4. Lotus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Lotus shall obtain, and place at Lotus’ own expense, any security measures which are deemed

Resolution 2021-42

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. Lotus shall not close the streets until 7:00 a.m. on Thursday, September 23, 2021 and shall remove barricades and signage by 5:30 p.m. on Sunday, September 26, 2021.

5. Lotus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. Lotus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 5:30 p.m. on Sunday, September 26, 2021.
7. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played **only until midnight on Thursday, Friday and Saturday (September 23-25, 2021)** during those events that are part of the Lotus World Music and Arts Festival.
9. Lotus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Lotus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Lotus World Music and Arts Festival, a copy of which Lotus agrees to submit to the City at least thirty (30) days prior to the beginning of the Lotus World Music and Arts Festival.
11. In the event Lotus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.

- g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
- h. Shall contain an approved grease interceptor or grease trap;
- i. If a generator is utilized, the generators shall not exceed 70dBa;
- j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

12. Lotus, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees 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.

13. _____, a duly authorized representative of Lotus Education & Arts Foundation, Inc., represents that he/she is fully empowered by proper action of Lotus to bind Lotus to the terms and conditions set forth in this Resolution and does so bind Lotus by his/her signature set forth below.

ADOPTED THIS 17 DAY OF AUGUST, 2021.

BOARD OF PUBLIC WORKS:

LOTUS EDUCATION & ARTS FOUNDATION, INC.:

Dana Henke, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Kyla Cox Deckard, Secretary

Title

The Board of Public Works meeting was held on Tuesday, August 03, 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
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
Matt Smethurst - Engineering
Mike Stewart- Engineering

Hollingsworth wanted to thank the employees of the City that keep it safe, clean, and beautiful. Cox Deckard wanted to remind everyone that the following day is the first day of school for many of the students in the community and to be aware of the increased school traffic and buses.

**MESSAGES FROM
BOARD MEMBERS**

John Kennedy made mention of the Gull property (2611 Round Hill Lane) that has gone before the Board previously. Kennedy said the property looks horrible, and as he walks by the property, he does not recognize any of the species of growth to be anything other than invasive weeds. Kennedy asked that the property be put on the agenda in the coming month so that the some of the homeowners in Spicewood could speak about it. Adam Wason, Public Works, stated that there had been conversation between Public Works, Planning and Transportation and HAND. Explained that while the property hasn't necessarily been deemed in compliance, it is less invasive as it has been in the past. Henke reiterated that since the property is in continuance abatement, if it is out of compliance, it will not have to go back before the Board. Wason confirmed.

**PETITIONS
& REMONSTRANCES**

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: Renewal of Mobile Vendor in Public Right-of-Way; Kona Ice of Brown County
7. Black Lives Matter Mural – Jordan Avenue Encroachment
8. Approval of Payroll

CONSENT AGENDA

Board Comments: None

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

Matt Smethurst, Engineering, presented Change Order #10 for the West 17th Street Reconstruction Project with Reed & Sons. See meeting packet for details.

Board Comments: Wason made mention from the work session about negotiations with contractor to close out final project with discussions about liquidated damages and hoping to wrap up the project entirely sooner than later.

Hollingsworth made a motion to approve Change Order #10 for the West 17th Street Reconstruction Project with Reed & Sons. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Mike Stewart, Engineering, presented Request from CRG Residential for Dumpster and POD Placement in Right-of-Way at 316 N. Washington (August 03, 2021-August 16, 2021). See meeting packet for details.

NEW BUSINESS **Change Order #10 for the West 17th Street Reconstruction Project with Reed & Sons**

Request from CRG Residential for Dumpster and POD Placement in Right-of-Way at 316 N. Washington (August 03, 2021-August 16, 2021)

Board Comments: Henke asked if there had been any issues in the few weeks that the dumpster has been there already. Wason answered no. Said that the reason this was brought to the Board tonight was because it extended past the two weeks that could be approved at staff level.

Hollingsworth made a motion to approve Request from CRG Residential for Dumpster and POD Placement in Right-of-Way at 316 N. Washington (August 03, 2021-August 16, 2021). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, on behalf of J.D. Boruff, presented Agreement with Discount Blinds & Verticals for Replacement of Blinds at Fire Station #2. See meeting packet for details.

Board Comments: Hollingsworth asked when the project would be started. Wason answered that J.D. would give them a notice to proceed once the approvals are received.

Hollingsworth made a motion to approve Agreement with Discount Blinds & Verticals for Replacement of Blinds at Fire Station #2 for \$3,164.00. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, on behalf of J.D. Boruff, presented Agreement with Carpets Plus ColorTile for Replacement of Flooring at Fire Station #2. See meeting packet for details.

Board Comments: Hollingsworth mentioned that Carpets Plus ColorTile had been used in other projects. Wason confirmed and said that there had never been any issues with their work.

Hollingsworth made a motion to approve Agreement with Carpets Plus ColorTile for Replacement of Flooring at Fire Station #2 for \$8,124.70. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason pointed out that Public Works had been in communication with Planning and Transportation and HAND regarding 2611 Round Hill Lane and the neighborhood will be updated as soon as

Agreement with Discount Blinds & Verticals for Replacement of Blinds at Fire Station #2

Agreement with Carpets Plus ColorTile for Replacement of Flooring at Fire Station #2

STAFF REPORTS AND OTHER BUSINESS

the staff learns more.

Wason sent condolences to another member of the Public Works family, Doug Deckard, who passed away this weekend. Wason offered condolences to his family and thanked him for his years of service to the City of Bloomington

CLAIMS

Henke wondered what the consulting services are for under other services and charges for Thomas Renneisen. Wason stated that often times, as with positions such as the Deputy Mayor, there is a transition as the employment ends that they are often retained for consulting services.

Hollingsworth made a motion to approve claims in the amount of \$3,547,667.51. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

ADJOURNMENT

Henke called for adjournment at 5:50 p.m.

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: Mobile Vendor in Right of Way – Resolution 2021-43

Petitioner/Representative: David Howard, Owner La Poblana LLC

Staff Representative: Marnina Patrick

Meeting Date: August 17, 2021

La Poblana LLC, by its owner David Howard, has applied to renew its Mobile Vendor License to operate a food trailer. 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 a full range of Mexican food, i.e. tacos, burritos, etc.

This application is for 1 year.

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:	David Howard		
Title/Position:	Owner		
Date of Birth:	10/05/1983		
Address:	1414 e rhorer rd bloomington indiana 47401		
City, State, Zip:			
E-Mail Address:	davidhowardconstruction@gmail.com		
Phone Number:	5745329587	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:	La Poblana LLC				
Address of Employer:	1420 e rhorer rd bloomington indiana 47401				
City, State, Zip:					
Employment Start Date:		End Date (If known):			
Phone Number:	5745329587				
Website / Email:					
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
angel magno 90percent owner	2526 s rogers st bloomington in 47403 United States

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

Date of incorporation or organization:	2/16/2015
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:	varies but generally 10am to 10pm		
Place or places where you will conduct business (If private property, attach written permission from property owner):	3rd and jordan, downtown streets, food truck fri, private venues		
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?	<table border="0"> <tr> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> </table>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
(If Yes) Provide details	This was a mistake. they have not had a license revoked. - MP		

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: 06/18/2021	Received By: Marnina P.	Date Approved: 08/12/2021	Approved By: Larry A.
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MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: DB65016 Expires: 02/28/2022

RENEWAL OF DB65016

2011 FORD

PICKUP

Vehicle No.: 1FT8X3BT3BEA16951 Fee Cat. or Wt.: 46001

H630135603767

County: FOREIGN

DAVID MICHAEL HOWARD AND

LA PABLANA LLC

1420 E RHORER RD
BLOOMINGTON IN 47401

License Fee: 212.00

03222021 440 38183521 21200

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: DB65016 Expires: 02/28/2022

RENEWAL OF DB65016

2011 FORD

PICKUP

Vehicle No.: 1FT8X3BT3BEA16951 Fee Cat. or Wt.: 46001

H630135603767

County: FOREIGN

DAVID MICHAEL HOWARD AND

LA PABLANA LLC

1420 E RHORER RD
BLOOMINGTON IN 47401

License Fee: 212.00

03222021 440 38183521 21200

Limited Driving Record - Certified | H 630 135 603 767

07-06-2021

Demographics

Full Name	Date of Birth	Sex
DAVID MICHAEL HOWARD	10-05-1983	Male
Eye Color	Height	Weight
Brown	6' 0"	200

Addresses

Residence

16067 VANS LN VANDALIA MI 49095-9780

Credential

Original License Issued	Original CDL Issued	GDL Level		
10-02-2002				
Credential	License	CDL	Issue Type	Real ID
Standard	Operator		Renewal	True
Issued	Expire	Cancelled	Cancel Reason	
01-26-2021	10-05-2024			
Endorsements		Restrictions		

Electronically certified in compliance with MCL 257.204A as of 07-06-2021

STATUS

Non-Commercial License : Valid
Non-Commercial License Permit : Not Applicable
State ID : None
Commercial License : Not Licensed
Commercial License Permit : Eligible

Limited Driving Record - Certified

Record ID	Source	Type	Points
19606488		Out of State Conviction	0

Description

Offense: Failed to Yield
Violation Date: 14-Aug-2008
Conviction Date: 07-Oct-2008
Jurisdiction: Indiana

Record ID	Source	Type	Points
19606489		Out of State Conviction	0

Description

Offense: Speed
Actual Speed: 81 Posted Speed: 60
Violation Date: 21-Mar-2010
Conviction Date: 18-May-2010
Jurisdiction: Indiana

Record ID	Source	Type	Points
19606490		Out of State Conviction	0

Description

Offense: Speed
Actual Speed: 0 Posted Speed: 0
Violation Date: 12-Mar-2010
Conviction Date: 19-May-2010
Jurisdiction: Indiana

Record ID	Source	Type	Points
19606482		Conviction - Plea	0

Description

Offense: Speed
Actual Speed: 69 Posted Speed: 55
Violation Date: 10-Feb-2011
Conviction Date: 25-Feb-2011
Vehicle Type: Passenger Vehicle
Court: Cassopolis 4th District Court

Record ID	Source	Type	Points
19606483		Conviction - Plea	0

Description

Offense: No Insurance
Violation Date: 07-Apr-2013
Conviction Date: 23-Apr-2013
Vehicle Type: Passenger Vehicle
Court: St Joseph 5th District Court

Record ID	Source	Type	Points
19606485		Failure to Comply	

Description

Offense: Failure to Comply with Judgment
Underlying Offense: 3106 - No Insurance
Violation Date: 07-Apr-2013
Court: St Joseph 5th District Court

Record ID	Source	Type	Points
19606499	19606485	Failure to Comply	

Description

Suspension
Citation: 2013035939
Suspended from 18-Jun-2013 through 30-Jul-2013

Record ID	Source	Type	Points
19606491		Out of State Conviction	0

Description

Offense: Speed
Actual Speed: 74 Posted Speed: 55
Violation Date: 08-Apr-2013
Conviction Date: 20-Jun-2013
Jurisdiction: Indiana

Record ID	Source	Type	Points
19606497	19606499	FAC / FCJ Termination	

Description

Termination Date: 30-Jul-2013
Citation: 2013035939

Record ID	Source	Type	Points
19606492		Out of State Conviction	0

Description

Offense: Drove While Unlicensed

Violation Date: 16-Oct-2014

Conviction Date: 09-Dec-2014

Jurisdiction: Indiana

Record ID	Source	Type	Points
19606493		Out of State Conviction	0

Description

Offense: Speed

Actual Speed: 70 Posted Speed: 55

Violation Date: 22-Feb-2015

Conviction Date: 06-May-2015

Jurisdiction: Indiana

Record ID	Source	Type	Points
19606484		Conviction - Plea	0

Description

Offense: Speed

Actual Speed: 70 Posted Speed: 55

Violation Date: 04-Sep-2015

Conviction Date: 17-Sep-2015

Vehicle Type: Passenger Vehicle

Court: Cassopolis 4th District Court

Record ID	Source	Type	Points
19606494		Out of State Conviction	0

Description

Offense: Speed

Actual Speed: 78 Posted Speed: 65

Violation Date: 19-Sep-2015

Conviction Date: 13-Nov-2015

Jurisdiction: Indiana

Record ID	Source	Type	Points
19606495		Out of State Conviction	0
Description			
Offense: Speed			
Actual Speed: 72 Posted Speed: 60			
Violation Date: 19-Sep-2015			
Conviction Date: 05-Feb-2018			
Jurisdiction: Indiana			

Record ID	Source	Type	Points
19606496		Out of State Conviction	0
Description			
Offense: Speed			
Actual Speed: 86 Posted Speed: 70			
Violation Date: 02-Dec-2017			
Conviction Date: 21-Nov-2018			
Jurisdiction: Indiana			

End of Record

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meincke
INSPECTOR'S NAME EJ Trumphold INSPECTOR'S PHONE # 812-339-7855
DATE OF INSPECTION 6-7-21
TAXICAB COMPANY La Poblana Taco Truck
VEHICLE YEAR 14 MAKE _____ MODEL _____
VIN _____

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

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

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

Additional Comments by Inspector: _____

CITY OF BLOOMINGTON INDIANA

Inspector Signature *[Signature]*

Date: 6-7-21

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2021

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 German American Insurance PO Box 1008 Jasper IN 47546	CONTACT NAME: Michele Schoenbachler	
	PHONE (A/C, No, Ext): 812-482-0739	FAX (A/C, No): 888-840-5705
E-MAIL ADDRESS: michele.schoenbachler@germanamerican.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hastings Mutual Ins Co		17272
INSURED Lapoblana, LLC 1414 E Rhorer Road Bloomington IN 47401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 93559963

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:			CPP 6254706	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACV 6254710	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington

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.

David Howard

Name, Printed



Signature

06/18/2021

Date Release Signed

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
2/16/2015 8:54 AM

ARTICLES OF ORGANIZATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE

LA PABLANA LLC

1420 E. RHORER RD., BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

DAVID HOWARD

1420 E. RHORER RD., BLOOMINGTON, IN 47401

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

ARTICLE III – GENERAL INFORMATION

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

Who will the entity be managed by?: Members

Effective Date: 2/15/2015

Electronic Signature: DAVID HOWARD

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: David Howard

Signature: 

Date: 06/18/2021

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: La Poblana
David Howard

Signature: 

Date: 06/18/2021

**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: 07/08/2021

Business Name: La Poblana

Address: 1420 E RHORER RD
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 21-0203

Type: FOOD Temporary Vender/Cooking

Issued Date: 07/08/2021

Effective Date: 07/08/2021

Expiration Date: 07/08/2022

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.

Inspector: Tim Clapp

Date





FX4
OFF ROAD

lapoblana922@gmail.com



lapoblana.us
lapoblana922@gmail.com
812-318-2733



lapoblana.us
lapoblana922@gmail.com
812-318-2733





lapoblana.us
lapoblana922@gmail.com
812-3 8-



PURE MICHIGAN

MI DB65016
FEB
2022 440-03222021

DB65016

michigan.org

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



LA POBLANA
DAVID HOWARD

115 N. WASHINGTON SUITE A - BAKED! OF BLOOMINGTON
BLOOMINGTON, IN 47404

2021

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

JUL 28 2021

Issued

Thomas W. Mayo

By

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

ANGEL MAGNO

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

UNDER THE

CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:

LAWRENCE J. LYNCH, CAE

ISSUE DATE: MARCH 16, 2020

EXPIRATION DATE: MARCH 16, 2025

CERTIFICATE No: 21680415

TEST FORM: EZS46





Monroe County Health Department

Monroe County, Indiana

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	119 W. 7th Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

1.01.2021

BILL TO:

LA POBLANA
 DAVID HOWARD
 1420 E. RHORER ROAD
 BLOOMINGTON, IN IN47401

Please fill in the blanks below completely:

Owner Name: David Howard

Owner Address: 1420 E Rhorer Rd. Bloomington In. 47401

Owner Email: David Howard construction @ gmail.com

Owner Contact Phone #: 574 532 9587

Facility Phone #: _____

Facility Mailing Address (if changed): _____

Facility Email Address: _____

CERTIFIED FOOD MANAGER:

Name: Angel Mayo

Certificate #: 21680415 Expiration Date: March 16th 2025

Description	Total
Mobile Food Establishment Fee	\$150





**MONROE COUNTY HEALTH DEPARTMENT
COMMISSARY KITCHEN AGREEMENT**

Mobile/Facility Owner:

Mobile/Facility Name: La Poblana Hours of Operation: _____
 Mobile/Facility Owner Name: (please print) David Howard/Angel Magno
 Mobile Owner Address: 1420 E Rhome Rd Bloomington In 47401
 Mobile/Facility Owner Signature: [Signature] Date: 7/29/21

I own both the mobile unit and the commissary.

Commissary Kitchen:

Commissary Kitchen Name: Riv + Strum Hospital/VA/ Capisco Catering
 Commissary Kitchen Address: 217 W. 6th St
 City: Bloomington State: In. Zip: 47404 Phone: 5745329587
 Email: David Howard Const mation @ Gmail.com Hours of Operation: 24/7
 Commissary Kitchen Owner Name: (please print)

David Howard

Commissary Kitchen Responsible Party Signature: [Signature] Date: 7/29/21
 Other mobile unit/food cart vendors also use this kitchen as a commissary. Number of vendors: 11

The following is available for use by the mobile unit operator:

Equipment/Service: (**Minimum Requirement*)

	Yes	No	
*Potable water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Wastewater disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Restroom access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*3-compartment sink with drainboard space at each end	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Mop sink	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
*Hand sink	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cooking equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Refrigeration space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided
<u>50</u>			
Dry storage space	<input type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided
<u>100</u>			
Freezer space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of cubic feet provided
<u>50</u>			
Ice machine access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Overnight storage of mobile unit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Food prep sink with drainboard	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Access to the food establishment requires a key	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

****The commissary kitchen owner agrees to provide the mobile unit operator use of the Retail Food Establishment as listed above. Changing or canceling this agreement will result in closure of the Mobile/Facility. This agreement is not transferable.****



REGISTERED RETAIL MERCHANT CERTIFICATE

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

LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON IN 47401-8857

FEIN 47-3129194
LOC ID 0155280422-001
ISSUED July 09, 2021
EXPIRES October 31, 2021

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

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



LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON IN 47401-8857

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-43**

**Mobile Vendor in Public Right of Way
La Poblana 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, La Poblana LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on August 17, 2021, and ending on August 17, 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 2021-43

- 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 17th 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 **2021-43** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

David Howard, Owner
La Pablana LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-44
Petitioner/Representative: Taneisha Henline, Owner of Top Shotta Jerk Chicken LLC
Staff Representative: Marnina Patrick
Meeting Date: August 17, 2021

Top Shotta Jerk Chicken LLC, by its owner Taneisha Henline, has applied for a renewal of the Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling food items such as Jamaican Jerk chicken, Jamaican rice, and Jerk chicken burrito.

This application is for 1 year.

Marnina Patrick

Top Shotta Jerk Chicken Date: July 21, 2021



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 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:	Taneisha Henline		
Title/Position:	Owner & Operator		
Date of Birth:	Dec 8, 1991		
Address:	4114 W Daniel Ave		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	janeisha.henline@gmail.com		
Phone Number:	812 361 3912	Mobile Phone:	812 361 3912

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:					
Address of Employer:					
City, State, Zip:					
Employment Start Date:		End Date (If known):			
Phone Number:					
Website / Email:					
Company is a:	<input 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
Taneisha Henline	4114 W Daniel Ave Bloomington IN 47403

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

Date of incorporation or organization:	October 16, 2017
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

Jamaican Jerk chicken - chicken is stored & transported at proper temperature. cooked on a fire inspected grill. Jamaican Rice and Beans, Jerk chicken burrito. 1 Sandwich prep table, standing refrigerator, 1 48" cooler, 2 warmers and 1 grill.

Planned hours of operation:

wednesday 10am-2pm, thursdays, 3pm-8pm, Fridays 4pm-8pm and Saturdays 3pm-8pm.

Place or places where you will conduct business (If private property, attach written permission from property owner):

Bloomington on 3rd and College
 Ellettsville at Indiana Fitness Club

- see attached letter

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

No

(If Yes) Provide details

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

- A copy of the registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - 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
- 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.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer Identification Number (EIN)
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- 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: 8/15/2021	Received By: Marnie P.	Date Approved: 08/12/2021	Approved By: Larry A.
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PERMISSION LETTER

Date. 03.23.21

Re: Permission to use private property ~~and bathroom facilities.~~

1. Kimberly Key - VP of Grant Properties give permission to

Top Shotta Jerk Chicken to use the property ~~and also~~
parking lot only

~~the bathroom facilities~~ located at

226 S College Ave as a

authorized solicitor, beginning 03.23.21 and ending upon request by the
owners; City of Dalton RDC or 6 months 09.23.21
* After 5pm / M-F and anytime on the weekends.

Property owner/ Authorized Representative:

Kimberly Key
(Name)

Kimberly K. Key
(Signature)

kkey@grantprops.com
(Email)

812.333.9579
office ~~16611~~



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 19	ISSUE DATE 01/19/21	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE 762UT	PL TP PA	WEIGHT 20	PR YR N	LS VA	TYPE VA	PRIOR YR PL 762UT
EXPIRATION DATE 01/31/22		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 02	MAKE WRK	MODEL STE	VEHICLE IDENTIFICATION NUMBER 5T4HP41RX23344383		TYPE VA	COLOR GRN/BLK		
CURRENT YEAR TAX	EX TAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 82.35				
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 PASSENGER - NEW PLATE TYPE													



TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



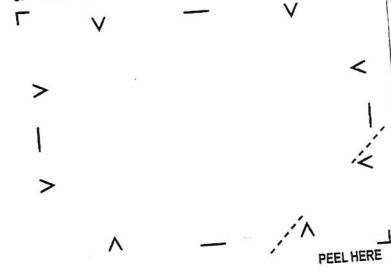
1560 1/2
0-

IINT
Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

BATCH# 16504357 SEQUENCE# 1560 1/2

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 1	ISSUE DATE 01/19/21	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 21	PLATE TR328ZNV	PL TP GP	WEIGHT 3	PR YR 20	LS N	TYPE TR	PRIOR YR PL TR328ZNV
EXPIRATION DATE 01/31/22		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE R G	MODEL TR	VEHICLE IDENTIFICATION NUMBER 7GRR110B0JZ000818		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 10.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 16.35	ADMIN FEE 0.00	TOTAL 34.35				
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 3,000													



TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



1561 2/2
0-

IINT
Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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





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: **ELI JEPHTA HENLINE**
DOB: 04/15/1984
STATUS: VALID as of 07/27/2021
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 27th 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 07/27/2021 11:31 am

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

ELI JEPHTA HENLINE
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

License number: 0130-72-8275
License type: OPERATOR W/ MC
License expires: 04/15/2026
License status: VALID
SR22: Not needed

Birth date: 04/15/1984 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'9" Weight: 210lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements: MOTORCYCLE

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
11	Suspension	FAILURE TO APPEAR CASE 53C0213111F008734 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	12/03/2013	12/05/2013	12/03/2013	08	
9	Suspension	FAILURE TO APPEAR FOR DRIVER SAFETY PROGRAM	09/30/2013	11/08/2013	07/02/2013	08	
8	Suspension	FAILURE TO APPEAR CASE 53C0213061F004464 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: FAILURE TO USE/IMPROPER SIGNAL	06/25/2013	07/01/2013	06/25/2013	08	

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

6	Suspension	FAILURE TO APPEAR CASE 53C021207IF005530 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: SEAT BELT VIOLATION	08/07/2012	08/16/2012	08/07/2012	08
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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
07/19/2013	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	06/29/2013	MONROE CIRCUIT #5 / 53C051307IF005720			No	No
07/01/2013	2	FAILURE TO USE/IMPROPER SIGNAL	05/28/2013	MONROE CIRCUIT #2 / 53C021306IF004464	9		No	No
09/14/2012	4	SPEEDING 79/55	07/03/2012	MARION SUP CRIMINAL DIV 13 / 49G131207IF059100	9		No	No
08/16/2012	0	SEAT BELT VIOLATION	06/28/2012	MONROE CIRCUIT #2 / 53C021207IF005530			No	No
11/09/2009	2	SPEEDING	10/12/2009	TENNESSEE / TN 8017659			No	No
02/17/2006	2	SPEEDING 40/30	01/06/2006	MONROE CIRCUIT #2 / 53C020601IF00758			No	No
12/08/2005	4	SPEEDING 72/55	11/13/2005	DAVISS SUPERIOR / 14D010511IF2335			No	No

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

11/17/2005	4	MOTORCYCLE LEARNER PERMIT VIOLATION	08/24/2005	MONROE CIRCUIT #6 / 53C060508IF11225	No	No
02/17/2004	2	SPEEDING 40/30	01/31/2004	MONROE CIRCUIT #2 / 53C020402IF01056	No	No
12/15/2003	2	SPEEDING 70/55	10/21/2003	MARTINSVILLE CITY / 55H010312IF6380	No	No
10/09/2002	4	SPEEDING 55/35	09/04/2002	MONROE CIRCUIT #3 / 53C030209IF11920	No	No
08/31/2000	2	SPEEDING 50/35	08/27/2000	GREENE SUPERIOR / 28D010008IF2507	No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
7	06/13/2010	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
5	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
4	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
3	05/20/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403
2	06/23/1999	5777 S HARMONY RD	BLOOMINGTON	IN	47403
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806

Driver number: 0130-72-8275 ELI JEPHTHA HENLINE

DOB: 04/15/1984

6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

Credential Issuance

Interim Credential Issue Date: 5/30/2019, Expiration Date: 6/29/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 14696937

Issue Date: 05/30/2019, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: None, Expiration Date: 04/15/2026

Interim Credential Issue Date: 2/28/2014, Expiration Date: 3/30/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5670752

Issue Date: 02/28/2014, Duplicate License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 6/18/2013, Expiration Date: 7/18/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4807730

Issue Date: 06/18/2013, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 11/17/2011, Expiration Date: 12/17/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 2053599

Issue Date: 11/17/2011, Amend License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Interim Credential Issue Date: 11/7/2011, Expiration Date: 12/7/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 2025118

Issue Date: 11/07/2011, Amend License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 07/16/2008, Renew License, OPERATOR W/MC (4 YR), Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 08/25/2007, Amend License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2009

Issue Date: 08/04/2007, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 08/31/2008

Issue Date: 04/07/2005, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 04/30/2006

Issue Date: 04/15/2005, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2009

Issue Date: 05/19/2000, Renew License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2005

Issue Date: 05/16/2000, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 06/23/1999, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 07/28/1997, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 07/31/2001

Issue Date: 04/21/2006, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 04/30/2007

Remarks

Remark Date: 11/08/2013 Driver Safety Program (DSP) completed on 11/7/2013 12:00:00 AM for 4 points

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

Remark Date:05/25/2007 Driver Safety Program (DSP) completed on 5/23/2007 12:00:00 AM for 4 points

Remark Date:05/16/2006 PROBATION DATA, EFFECTIVE DATE: 05/15/2006 EXPIRATION DATE: 08/14/2006

Remark Date:03/15/2006 Driver Safety Program (DSP) completed on 03/15/2006 for 4 points

Remark Date:05/14/2004 Driver Safety Program (DSP) completed on 05/13/2004 for 4 points

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Asher Fleet Service

INSPECTOR'S NAME Justin Howe INSPECTOR'S PHONE # 812 339 6783

DATE OF INSPECTION 8-3-2021

TAXICAB COMPANY N/A

VEHICLE YEAR 2002 MAKE Workhorse MODEL P42

VIN ST4HP41BX23344383

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

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

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

Additional Comments by Inspector: _____

Inspector Signature Justin Alene

Date: 8-4-2021

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

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 German American Insurance PO Box 1008 Jasper IN 47546	CONTACT NAME: Michele Schoenbachler PHONE (A/C, No, Ext): 812-482-0739 E-MAIL ADDRESS: michele.schoenbachler@germanamerican.com	FAX (A/C, No): 888-840-5705
	INSURER(S) AFFORDING COVERAGE	
INSURED Top Shotta Jerk Chicken, LLC 4114 W. Daniel Ave. Bloomington IN 47403	INSURER A : Indiana Farmers Mutual Ins Co	NAIC # 22624
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 720288431

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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
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:			CGL1008962	6/25/2021	6/25/2022	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
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1009771	6/25/2021	6/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	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**CANCELLATION**
 City of Bloomington
 401 N Morton St
 Bloomington IN 47404

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

AUTHORIZED REPRESENTATIVE

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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.

TANEISHA HENCLINE

Name, Printed



Signature

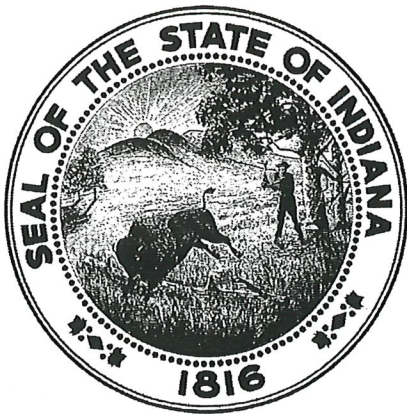
July 21, 2021
Date Release Signed

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

Certificate of Organization
of
TOP SHOTTA JERK-CHICKEN 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 Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201710161218818 / 7724856

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

TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

FEIN 82-3072079
LOC ID 0165855380-001
ISSUED March 02, 2021
EXPIRES March 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.



TOP SHOTTA JERK CHICKEN LLC
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

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: Taneisha Henline

Signature: 

Date: July 21, 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:

- o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
- o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
- o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- o 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:

- o Be placed approximately 20 feet from a building or structure;
- o Provide a barrier between the grill or device and the general public;
- o The spark, flame or fire shall not exceed 12 inches in height;
- o A fire extinguisher shall be within reaching distance of the 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".

- o Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

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

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

Vendor:

Name:

Teneisha Hentline

Signature:



Date:

July 21, 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: 07/27/2021

Business Name: Top Shotta Jerk Chicken LLC (Truck)

Address: 4114 W DANIEL AVE
Bloomington, IN 47408

Phone: CELL 812-361-3912

The following permit has been issued:

Permit No. 21-0206

Type: FOOD Temporary Vender/Cooking

Issued Date: 07/27/2021

Effective Date: 07/27/2021

Expiration Date: 07/27/2022

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: 2021.07.27
10:42:28 -0400

7/27/2021

Inspector: Tim Clapp

Date

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Temporary Food Vendor

Date: 07/27/2021

Business Name: Top Shotta Jerk Chicken LLC

Address: 4114 W DANIEL AVE
Bloomington, IN 47408

Phone: CELL 812-361-3912

The following permit has been issued:

Permit No. 21-0205

Type: FOOD Temporary Vender/Cooking

Issued Date: 07/27/2021

Effective Date: 07/27/2021

Expiration Date: 07/27/2022

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: 2021.07.27 10:27:56 -0400

7/27/2021

Inspector: Tim Clapp

Date



Top Stone Jerk
CHICKEN

Top Stone Jerk
CHICKEN

812-361-3912

LET US TREAT YOUR TASTEBUDS
JAMAICAN STYLE

BRAND VIDEOS

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



TOP SHOTTA JERK CHICKEN
TANEISHA HENLINE
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2021

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

Issued JAN 29 2021
By *Thomas W. Mayo*

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location



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


**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

TANEISHA C HENLINE

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:


LAWRENCE J. LYNCH, CAE

ISSUE DATE: DECEMBER 7, 2017
EXPIRATION DATE: DECEMBER 7, 2022
CERTIFICATE No: 21412961
TEST FORM: EXE70

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2021-44**

**Mobile Vendor in Public Right of Way
Top Shotta Jerk Chicken 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, Top Shotta Jerk Chicken, LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on August 17, 2021, and ending on August 17, 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 2021-44

- 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 17th 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 **2021-44** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Taneisha Henline, Owner
Top Shotta Jerk Chicken LLC

Date: _____



Board of Public Works

Staff Report

Project/Event: B-Town Jazz Fest

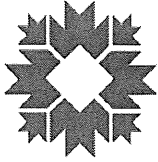
Petitioner/Representative: B'Town Jazz

Staff Representative: April Rosenberger

Meeting Date: August 17, 2021

Event Date: Saturday, September 04, 2021

B'Town Jazz will be hosting the B'Town Jazz Fest on Saturday, September 04, 2021 at the Woolery Mill. The B'Town Jazz Fest features local, national and international talent, including guest artists Randy Brecker and Ada Rovatti. The event will run from 12:00 noon until 11:00 p.m., and feature two stages with music. B'Town Jazz is requesting a Noise Permit for their event that will host approximately 70 performers as well as 500 attendees. Parking for the event will be contained to the Woolery Mill's parking spaces. No Street Closures are requested.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	B'town Jazz Fest		
Location of Event:	The Woolery Mill at One World Catering		
Date of Event:	September 4th, 2021	Time of Event:	Start: 12pm
Calendar Day of Week:	Saturday		End: 11pm
Description of Event:	The annual B'town Jazz Fest will be held on September 4th, 2021 at the Woolery Mill on west Tapp Road. It features two stages of music from noon until 11pm, and features international guest artists Randy Brecker and Ada Rovatti as well as incredibly talented acts from Bloomington's vibrant jazz community. Map of stages attached to email.		
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:	Chris Parker		
Organization:	B'town Jazz	Title:	Vice President
Physical Address:	8164 East State Road 45 Unionville, IN 47468		
Email Address:	cparpromusic@gmail.com	Phone Number:	812-361-6199
Signature:	<i>Christopher Parker</i>	Date:	7/21/21

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



Homegrown Hip! Stage= ●
Cabaret Stage= ●



Board of Public Works

Staff Report

Project/Event: Secretly Group's Paved Paradise

Petitioner/Representative: Jack Andrews – Secretly Group

Staff Representative: April Rosenberger

Meeting Date: August 17, 2021

Event Date: Thursday, September 09, 2021

Secretly Group will be hosting the Secretly Group's Paved Paradise on Thursday, September 09, 2021. The event will run from 12:00 noon until 10:00 p.m., in their parking lot. The event will host a small expo with Albums and Merchandise for sale, and will have a DJ playing music. Secretly Group is requesting a Noise Permit for their event. No Street Closures are requested.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

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

Applicant Information

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

FOR CITY OF BLOOMINGTON USE ONLY

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

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



Board of Public Works Staff Report

Project/Event: 2021 Koorsen Service Agreement – Addendum #1
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.17.2021

Report:

We are requesting an addendum to the Koorsen contract in the amount of \$1,231.00. This is for fire monitoring services and equipment for the 4th Street Garage.

Total increase = \$1,231.00

New contract amount = \$2,462.00

Funding Source will be: 452.26.260000.53610 (Building Repair)

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

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

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

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

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

Print/Type Name

Print/Type Title

Department

COMMERCIAL MONITORING and ALARM SERVICES AGREEMENT



Customer Account No: _____ Monitoring Account No: _____

Customer Name and Address: (the monitored "Premises")
 Location Trades District Parking Garage
 Address 405 W. 10th St.
 City Bloomington State IN Zip 47403
 Attn: _____ Phone: _____

Koorsen Fire & Security, Inc. (appears as KFS in body of agreement)
 1131 Air Dr.
 Bloomington, IN 47404
 Taner.Goodman@koorsen.com
 Rep: Taner Goodman Phone: (812) 778-9928

KFS will install or cause to be installed the equipment and furnish the services indicated herein:
 New Koorsen Account System Conversion System Upgrade Re-Sign New Owner
 Attach Proposal Dated: _____ Existing System/ Panel Type: Siemens 50Pt
 Other: KFS to provide monitoring of the fire alarm system for all Alarm, Trouble, and Supervisory conditions.

FIRE ALARMS: Unless the attached proposal specifies otherwise, KFS makes no representation that the monitored fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Customer's Premises. If a fire alarm system designed to code is specified in the proposal then KFS will install fire alarm equipment pursuant to AHJ requirements. Customer agrees that any additional equipment required by the AHJ not specified in the proposal shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.

CENTRAL STATION MONITORING SERVICES: (CHECK ALL THAT APPLY)
 Commercial Intrusion Monitoring Monthly Base Monitoring Charge \$ 40.00
 Fire Alarm, Sprinkler, Suppression Monitoring For low priority signals choose one of these two options:
 Auto-Notification (email/text; no add'l charge) OR: Call Notification \$ _____
 Open / Close Supervised O/C Report Freq: \$ _____
 Video Verification (Attach Addendum) \$ _____
 Other: \$ _____
 Interactive Services Email: _____
 Customer understands and agrees that remote control and other interactive services that are included in this Agreement are not part of the alarm system, and are not designed to protect the customer or the premise or notify the customer of alarms, and are not monitored by the Central Station
 Monthly Charge \$ _____

HOSTED VIDEO SERVICES Unless Video Verification is checked above, no video cameras are monitored by the central station. If a separate Remote Video Access Service Contract has been executed for this premise, the customer understands that the cameras installed under that contract are not monitored by the central station. Refer to that separate contract for complete terms and conditions for Hosted Video Services.

COMMUNICATOR Telephone Internet Cellular (Check all that apply)
 Customer understands that the transmission of alarm signals using telephone lines, internet service, and cellular networks is dependent on the reliability and availability of those service providers' networks. See page 2 for additional details regarding limitations of telephone, internet, and cellular communications services. The most reliable and recommended configuration is a combination of two of these modes of communications such that if one service is unavailable another service will transmit the signals to the Central Station.
 Monthly Service Charge \$ 10.00

AGREEMENT SUMMARY	
Total of All Monthly Service Charges	\$ 50.00
Sales Tax (if applicable)	\$
Total Monthly Service Charge plus Tax	\$ 50.00
<input type="checkbox"/> Auto Payment (attach authorization)	<input type="checkbox"/> Bill Me
<input type="checkbox"/> Monthly (auto pay only)	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
Number of Months Due at Signing	
Total Prepaid Monthly Charges Due	\$ 0.00
Installation, Equipment, Labor, and Taxes	\$
Total Installation and Prepaid Monthly Charge	\$ 0.00
Less Payment at Contract Signing	\$
Balance Due Upon Completion	\$ 0.00

Term, Billing, Renewal, & Expiration:
 The initial term of this agreement expires 3 years from the date the initial central station testing is completed or from the date of agreement, whichever is later. This agreement shall remain in full force for the initial term, and shall thereafter automatically renew for additional 1 year terms unless written notice of termination is given by either party to the other at least (30) days prior to the expiration of the initial term or any renewal period. Customer agrees that at any time following the expiration of the initial term KFS may increase the service charges for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous charges. In the event Koorsen increases the service charges by an amount greater than 5% annually, Customer may terminate the agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. Each service payment is payable in advance. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments. Customer may make the payments as provided herein. Any invoices that will be required to be entered into a billing portal will be subject to an admin fee of \$7.50 per invoice.

Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this agreement.

Entire Agreement - Customer understands and agrees that no alarm system can guarantee prevention of loss; that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This Agreement constitutes the entire Agreement between the customer and KFS. In executing this Agreement, the customer is not relying on any advice or advertisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by the customer.

It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or avert.

By signing below the customer agrees that they have received and accepted the limited warranty, limit of liability and other conditions on PAGE 2.

Koorsen Fire & Security, Inc.	Title	Date	Customer P.O. Number (if required)
By:	Core Business	04/29/2021	

Customer's Acceptance	Title	Date	Customer's Printed Name
By:	Director, Public Works	4.30.21	ADAM WASON

By acceptance, I acknowledge that I have received a copy of this agreement and I hereby authorize KFS to check my credit information.

1. **LIMITED WARRANTY-** Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 1 year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of 1 year following the completion of the original installation. This warranty is extended only to the original consumer of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department. This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and it is found that one of these conditions have led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not the technician actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS' then applicable rates for labor and material.

2. **CONDITIONS NOT COVERED BY WARRANTY:** A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble with leased telephone lines or communication facilities. E. Trouble due to interruption of commercial power or an electrical surge. F. Battery replacements, security screens, exterior mounted devices. G. Normal wear and tear. H. Expenses due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises. I. Damage to the premises or alarm system beyond the control of KFS. J. Any damage caused by repair services, modification, or improper installation by anyone other than KFS.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS, OR OTHERWISE.

No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect.

3. **INSTALLATION -** A. Customer agrees to provide 110 AC electrical outlets at designated location(s) for equipment requiring AC power. B. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, Customer agrees to pay KFS' standard parts and labor charges for such changes. **CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

4. **SIGNAL RECEIVING AND NOTIFICATION SERVICE** shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises. In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

5. **COMMUNICATION FACILITIES - a. AUTHORIZATION-**Customer authorizes KFS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement.

b. **DIGITAL COMMUNICATOR -** The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals. Customer also understands that the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. Calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. c. **DERIVED LOCAL CHANNEL -** The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

6. **INTERACTIVE SERVICES**(Available only for residential security or standalone commercial security panels) - If Interactive Services are included in this Agreement and remote services are to be provided, the equipment will transmit data via Customer's internet or cellular service to Customer's device which is compatible with KFS's remote services server. KFS will grant access to server permitting Customer to access the system to arm and disarm the system, view system status and receive system status messages

KFS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view any camera video unless video verification addendum is attached. Customer understands and accepts all responsibility for any and all consequences, intended or otherwise, of accessing and/or controlling the alarm system from a remote location. Customer also understands that remote access and messages may not be available from all locations, or on all devices or at all times, all of which are out of the control of KFS.

7. **INTERNET AND CELLULAR COMMUNICATIONS -** If this Agreement includes a Cellular Communicator, the Cellular Communications Company's network is used for transmission of alarm signals. If this Agreement includes an internet or Wi-Fi communicator, the internet and the Customer's local area network are used for transmission of alarm signals. The Customer understands that if internet service is used, the loss of power to the premise may disable the Customer's local area network and the Internet service provider's (ISP) network interface (ie. ISP'S cable or DSL modem and/or router combination) and the internet or Wi-Fi communicator may not transmit the alarm signals to the CS. It is the customer's responsibility to provide an uninterruptible power supply (i.e. "UPS" or "battery backup") for the local area network and ISP equipment. It is also the Customer's responsibility to assure that the local area and wide area network equipment is secured so that these devices may not be damaged or disabled. The Customer agrees to notify KFS immediately regarding any changes of any kind to their internet or phone service and to test the alarm system and monitoring service after any such changes are made. Use of Voice over Internet Protocol (VoIP) for transmission of alarm signals is not recommended, and is specifically disallowed as a path of communication for fire alarms in Indiana. VoIP refers to any telephone voice service that is delivered or transmitted over the internet. This type of service is typically offered by an ISP or third party "digital" or "internet" phone service provider and is NOT a reliable transmission mode for alarm signals. The Customer also understands that alarm transmissions made by the alarm system digital dialer connected to Plain Old Telephone Service (POTS) lines may also be subject to VoIP transmission by the local and long distance telephone carriers using this technology in their networks. This is referred to as "VoIP/Backhaul." Both VoIP service to the Premises and VoIP/Backhaul may cause alarm transmissions to be missed entirely or misdirected to the wrong Customer Premises, resulting in no notification or dispatch, or notification and dispatch to the wrong account. If KFS determines that VoIP service or VoIP/Backhaul service is causing unreliable alarm transmissions, Customer agrees to pay for installation of an internet or cellular communicator. Failure to do so will result in suspension of the Customer's monitoring service and does not relieve the Customer of their obligation to pay all monies due KFS under this Agreement or for any other services. The Customer understands that the transmission of alarm signals using telephone lines, internet service, local area networks, and cellular networks is dependent upon the reliability and availability of the Communication Company's network(s) and/or the Customer's network. The reliability and availability of all of these networks are outside the control of KFS. The most reliable configuration is a combination of two of these modes of communication and KFS recommends a combination of internet or Wi-Fi and cellular communicators

8. **CANCELLATION -** It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement.

9. **CUSTOMER DUTIES -** Customer will instruct all persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions. **CUSTOMER UNDERSTANDS THAT KFS IS NOT AN INSURER. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE, OR INJURY RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED. HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD KFS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY KFS AGAINST AND DEFEND AND HOLD KFS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST KFS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY'S FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED KFS COMPANIES, AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN.**

10. This Agreement shall be interpreted in accordance with Indiana law. Customer consents to personal jurisdiction and venue in any state or federal court located in Marion County, Indiana. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

Between the

CITY OF BLOOMINGTON

And

KOORSEN FIRE AND SECURITY

This Addendum increases the not to exceed amount which will allow Koorsen Fire and Security to add the 4th St. Parking Garage to the facilities for which Koorsen Fire and Security provides their services, as follows:

1. This Service Agreement was fully executed on April 30, 2021, with the total contract cost of \$1,231.00.
2. This Addendum is necessary in order to have Koorsen's services provided at the new 4th Street Parking Garage. This Addendum will raise the not to exceed of the entire contract by adding an additional \$1,231.00. The total compensation paid under this Service Agreement shall not exceed \$2,462.00.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

KOORSEN FIRE AND SECURITY

By: _____

By: _____

Dana Henke, President
Board of Public Works

Name and Title

Date: _____

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: 2021 Evens Time, Inc. Inspection & Maintenance Service Agreement Addendum
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.17.2021

Report:

We are requesting an increase to the Evens Time, Inc. Service 2021 Maintenance Agreement in the amount of \$20,000. This is to cover budgeted repair of parking equipment beyond the scope of the Maintenance agreement. This includes: damaged gate arms, gate boxes, damage to paystations, hardware and software upgrades/repairs beyond the standard maintenance scope.

Original contract amount = \$19,528.76

Total increase = \$20,000

New contract amount = \$39,528.76

Funding Source will be: 452.26.260000.53640 (Hardware and Software Maintenance)

**SERVICE AGREEMENT BETWEEN
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT and
EVENS TIME, INC.**

This Agreement, entered into on this 11th day of May, 2021, by and between the City of Bloomington Public Works Department (the "Department"), and Evens Time, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: repair and service PARCS equipment, quarterly inspections, provide server and network support. These services will be performed at the Morton, Walnut, Trades, and 4th Street Garages. ("Services") for a set price of Nineteen Thousand, Five Hundred Twenty-Eight Dollars and Seventy-Six Cents (\$19,528.76). Monday - Friday 9:00 am - 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour, with a two (2) hour minimum. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nineteen Thousand, Five Hundred Twenty-Eight Dollars and Seventy-Six Cents (\$19,528.76). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to City of Bloomington, ATTN: Public Works, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

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

Contractor: Evens Time, Inc., 2475 Directors Row, Suite C Indianapolis, IN 46241

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

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

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

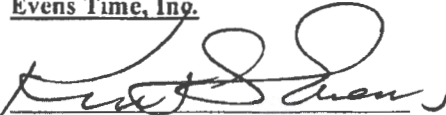
Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty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

CITY OF BLOOMINGTON




Philippa M. Guthrie, Corporation Counsel

Evens Time, Inc.



Sherry Evens/ Ken Evens

CITY OF BLOOMINGTON PUBLIC WORKS



Adam Watson, Director



Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

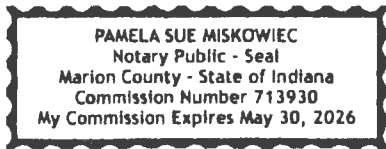
AFFIDAVIT

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

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

Kenneth S. Evers
Signature

Kenneth S. Evers
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evers and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

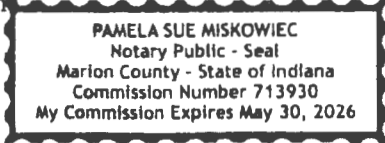
Dated this 17th day of May, 2021.

Evens Time, Inc.

By: [Signature]
Signature

Kenneth S. Evens
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evens and acknowledged the execution of the foregoing this 17 day of May, 2019/2021

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time, Inc.

Contract Amount: \$20,000 in Addendum

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$19,528.76 - original cost		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$20,000.00 - addendum addition		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$39,528.76 - adjusted cost		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This as an addendum to Maintenance contract with Evens Time, Inc. for Inspection and Maintenance of Trades District Garage.

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
EVENS TIME, INC.**

This Addendum increases the not to exceed amount which will allow Evens Time, Inc., add the Trades District Garage to the facilities for which Evens Time, Inc., provides inspection and maintenance services, as follows:

1. On May 11, 2021, the Board of Public Works approved the 2021 Services Agreement with Evens Time, Inc.
2. **Article 4. Compensation** contained a not to exceed cost of \$19,528.76. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000.00. The total compensation paid under this Service Agreement shall not exceed \$39,528.76
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

EVENS TIME, INC.

By: _____
Dana Henke, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: 2021 Evens Time, Inc. Service Agreement Addendum
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.17.2021

Report:

We are requesting an increase to the Evens Time Service agreement in the amount of \$8,946.67 for the Trades District Garage. This is to cover the expense of Parker Services call center at the garage. This is a budgeted expense not placed in the original agreement as we will pay for services based upon the opening of the garage and services through the end of the year.

Original contract amount = \$40,000.00

Total increase = \$ 8,946.67
Adjusted contract amount = \$48,946.67

Funding Source will be: 452.26.260000.53640 (Hardware and Software Maintenance)

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVENS TIME, INC.**

This Agreement, entered into on this 11th day of May, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Evens Time, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: call center monitoring, provide server and network support. These services will be performed at the Morton, Walnut, Trades, and 4th Street Garages. ("Services") for a set price of Forty Thousand dollars. (\$40,000) Monday-Friday 9:00 am - 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of one hundred seventy-five dollars (\$175.00) per hour with a two hour minimum. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

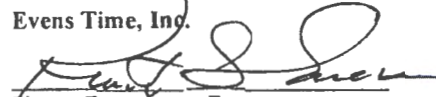
Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty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

CITY OF BLOOMINGTON



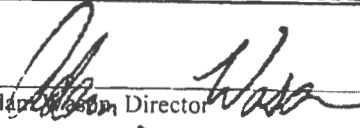
Philippa M. Guthrie, Corporation Counsel

Evens Time, Inc.




Sherry Evens/Ken Evens
Kenneth S. Evens

CITY OF BLOOMINGTON PUBLIC WORKS



Adam Wasa, Director



Dana Palazzo, President, Board of Public Works

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

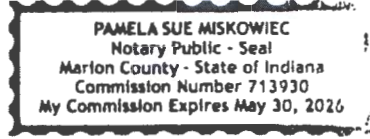
AFFIDAVIT

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

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

Kenneth S. Evens
Signature

Kenneth S. Evens
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evens and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

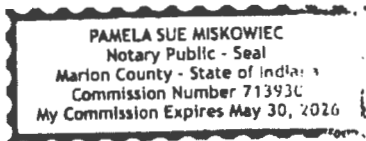
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 17 day of May, 2021.

Evens Time, Inc

By: [Signature] Vic Desardot
Kenneth S. Evens

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said County and State, personally appeared Kenneth S. Evens and acknowledged the execution of the foregoing this 17 day of May, 2021.

Pamela Sue Miskowiec
Notary Public Printed Name

Pamela Sue Miskowiec
Notary Public's Signature

My Commission Expires: 05-30-2026

County of Residence: Marion

My Commission #: 713930

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time INC

Contract Amount: \$8,946.67

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

PURCHASE INFORMATION

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$50,000.00 -- original agreement		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8,946.67 -- cost of adding Trades Garage		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$58,946.67 -- Adjusted cost		
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

This as an addendum to Maintenance contract with Evens Time for Parker Services to include the Trades District Garage - billing for August - December 2021.

Ryan Daily

Garage Manager

Parking Services - PW

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2021 SERVICE AGREEMENT

**Between the
CITY OF BLOOMINGTON
And
EVENS TIME, INC.**

This Addendum increases the not to exceed amount which will allow Evens Time, Inc., add the Trades District Garage to the facilities for which Evens Time, Inc., provides Parker Services, as follows:

1. On May 11, 2021, the Board of Public Works approved the 2021 Services Agreement with Evens Time, Inc.
2. **Article 4. Compensation** contained a not to exceed cost of \$20,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000. The total compensation paid under this Service Agreement shall not exceed \$40,000.
3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

EVENS TIME, INC.

By: _____
Dana Henke, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Service Agreement with Precision Concrete, Inc.,
for Repair of Trip Hazards within the City

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: August 17, 2021

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,000 trip hazards. This project to repair trip hazards within the City will continue for the calendar year.

Precision Concrete Cutting **\$ 50,000**

City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$50,000

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

PURCHASE INFORMATION

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

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

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

	Yes	No		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
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:

Precision Concrete, Inc. is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete, Inc., will correct 1,000 trip hazards.

Joe Van Deventer

Director of Street Operations

Public Works/Street

Print/Type Name

Print/Type Title

Department

SERVICE AGREEMENT BETWEEN PUBLIC WORKS DEPARTMENT AND PRECISION CONCRETE, INC.

This Agreement, entered into on this 17th day of August, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Precision Concrete, Inc. ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** The invoice shall be sent to: Joe Van Deventer, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, Inc., Attn: Bonnie K Bonkowski, 18951 Goldeneye Drive, Holland, MI 49424

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

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

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

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

CITY OF BLOOMINGTON

PRECISION CONCRETE, INC.

Philippa M. Guthrie, Corporation Counsel

Bonnie K Bonkowski, Chief Financial Officer

Adam Wason, Director, Public Works Department

Dana Henke, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

PRECISION CONCRETE, INC.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/13/2021	Payroll				474,438.35
					474,438.35

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 **\$ 474,438.35**

Dated this 17 th 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: Award Contract for 17th & Arlington, Allen St, Bloomfield Rd Plantings contract award to Eco Logic LLC.

Petitioner/Representative: Engineering Department

Staff Representative: Russell White

Date: 08/17/2021

Report:

Staff Received two quotes for this project: Eco Logic LLC at \$24,916.00 and Nature's Way Inc. \$32,606.00.

The work on 17th Street and Monroe Street will include:

- Planting 40 deciduous single stem native trees that are 1.25" DBH. The trees can be any of the species that are highlighted on the attached list. However, at least 3 different types of trees must be used from the list. Trees will be planted in the mitigated area shown on the attached map.
- Relocation of two 'do not mow or spray' signs to the new mitigation area.
- Installation of an additional two 'do not mow or spray' signs (to be provided by others) to the mitigation area.

The work on East Allen Street will include:

- Plant 1 Betula nigra/River Birch (Standard Single Stem Form) tree 2" Cal. As shown on sheet 2 of the attached plan.
- Plant 18 Amsonia tabernaemontana/Eastern Bluestar Shrubs 3 GAL size Spaced 32" on center. As shown on sheets 2 & 3 of the attached plan.
- Plant 22 Echinacea Purpurea/ Purple Coneflower Annuals/Perennials 5" Pot size 24" on center. As shown on sheets 2 & 3 of the attached plan.
- Plant 30 Salvia sylvestris Caradonna/ Caradonna Meadow Sage Annuals/Perennials 5" Pot size 24" on center. As shown on sheets 2 & 3 of the attached plan.

The work on West Bloomfield Road will include:

- Plant 2 Crimson Spire Oak tree 2" Cal. As shown on sheet 26 of 71 of the attached plan. Funding source: 454-05-050000-54310.

Russell White

City of Bloomington Contract and Purchase Justification Form

Vendor: Eco Logic LLC

Contract Amount: \$24,916.00

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

PURCHASE INFORMATION

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

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

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

# of Submittals: 2	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Eco Logic LLC \$24,916.00 Natures Way Inc. \$32,606.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

The work on 17th Street and Monroe Street will include:

- Planting 40 deciduous single stem native trees that are 1.25" DBH. The trees can be any of the species that are highlighted on the attached list. However, at least 3 different types of trees must be used from the list. Trees will be planted in the mitigated area shown on the attached map.
- Relocation of two 'do not mow or spray' signs to the new mitigation area.
- Installation of an additional two 'do not mow or spray' signs (to be provided by others) to the mitigation area.

The work on East Allen Street will include:

- Plant 1 Betula nigra/River Birch (Standard Single Stem Form) tree 2" Cal. As shown on sheet 2 of the attached plan.
- Plant 18 Amsonia tabemaemontana/Eastern Bluestar Shrubs 3 GAL size Spaced 32"on center. As shown on sheets 2 & 3 of the attached plan.
- Plant 22 Echinacea Purpurea/ Purple Coneflower Annuals/Perennials 5" Pot size 24"on center. As shown on

Russell White

Project Manager

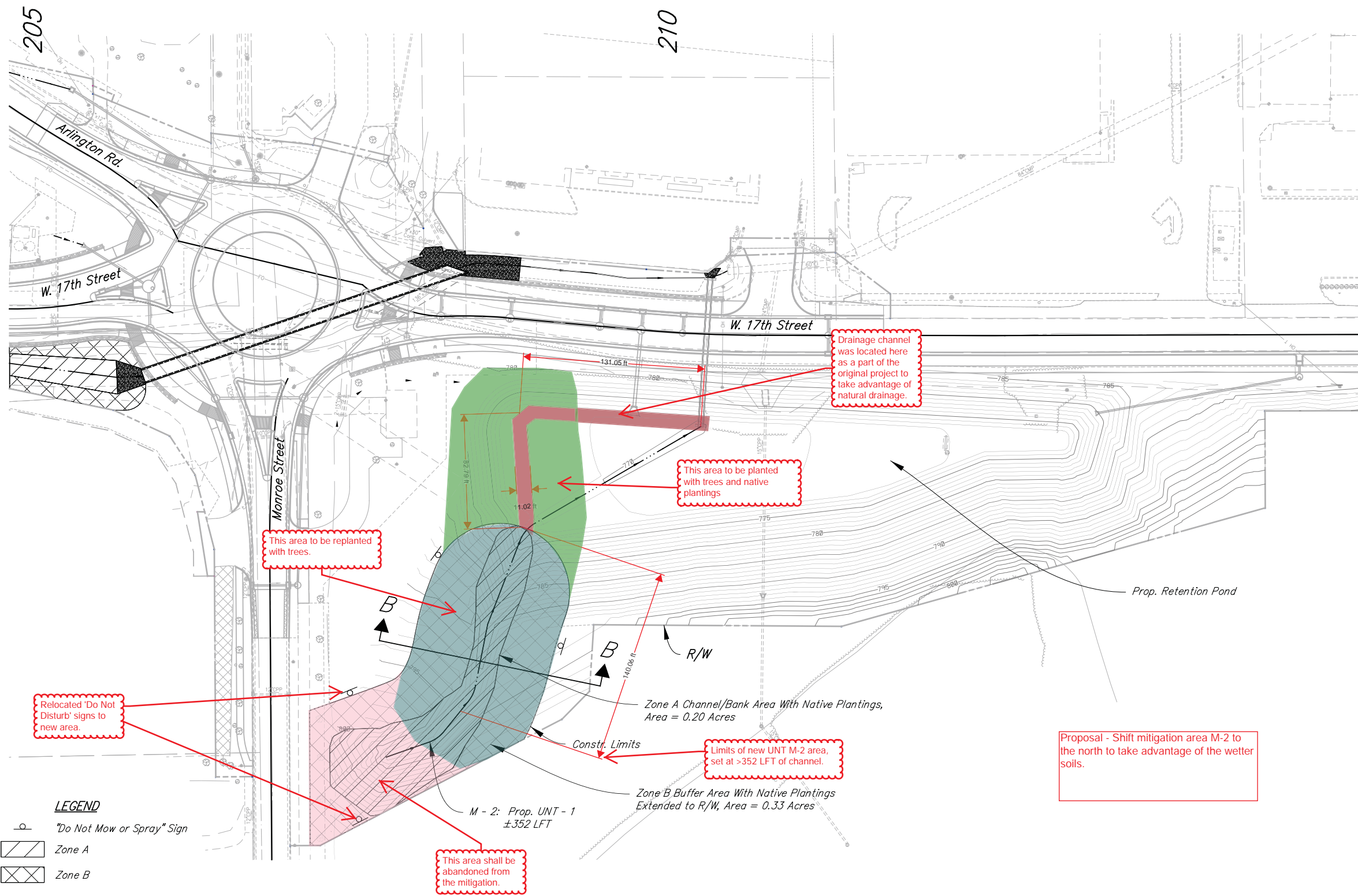
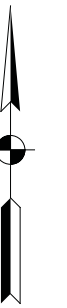
Engineering Department

Print/Type Name

Print/Type Title

Department

FIGURE 5-1



LEGEND

	"Do Not Mow or Spray" Sign
	Zone A
	Zone B

Proposal - Shift mitigation area M-2 to the north to take advantage of the wetter soils.

NOTES:
See Detention Pond Layout Detail Sheet for Ditch "UNT-1" (M-2) Layout Details



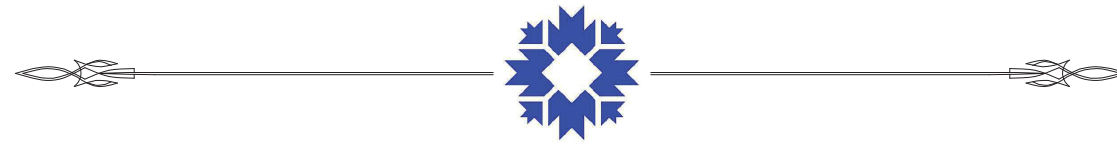
RECOMMENDED FOR APPROVAL	<i>Michael J. Malinowski</i>	10-28-13
	DESIGN ENGINEER	DATE
DESIGNED:	PAS	DRAWN: PAS
CHECKED:	JS	CHECKED: DJ

INDIANA
DEPARTMENT OF TRANSPORTATION

**MITIGATION DETAILS
"UNT-1" (M-2)**

HORIZONTAL SCALE	BRIDGE FILE
1" = 40'	N/A
VERTICAL SCALE	DESIGNATION NO.
	0900216
SURVEY BOOK	SHEETS
	39 of 101
CONTRACT	PROJECT NO.
R-35641	0900216

CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT



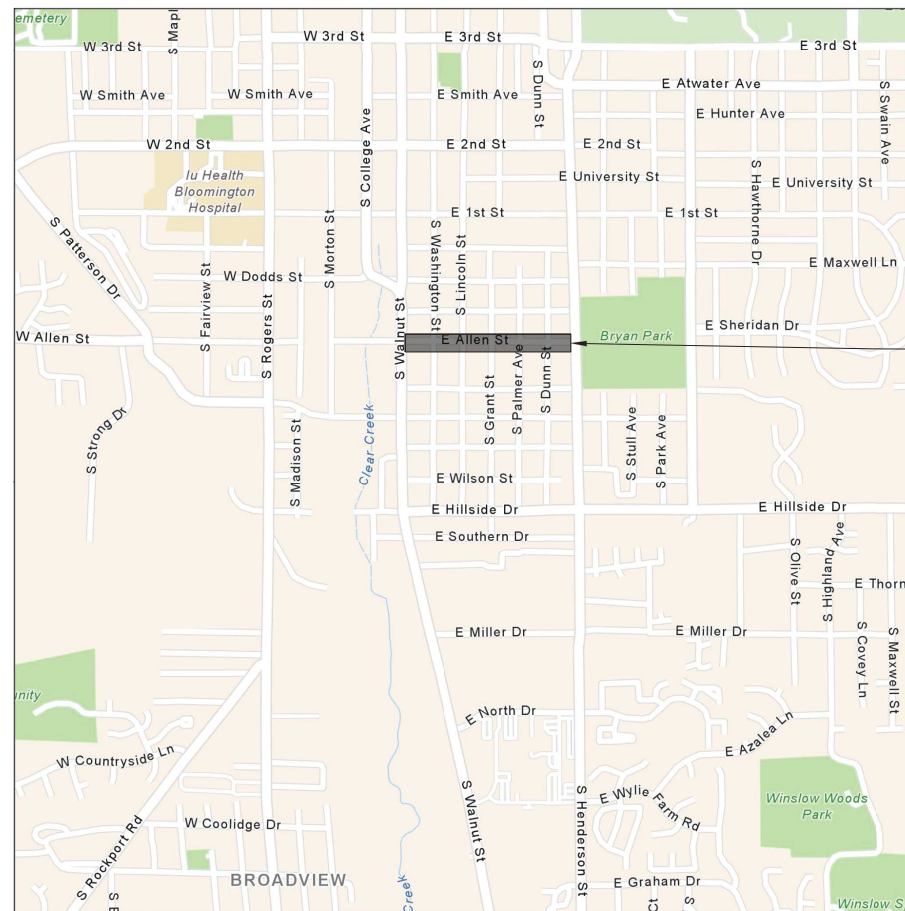
EAST ALLEN STREET
Landscaping

ROUTE: EAST ALLEN STREET FROM SOUTH WALNUT STREET TO SOUTH HENDERSON STREET

SECTION 04, T-8-N, R-1-W, PERRY TOWNSHIP, MONROE COUNTY, INDIANA

REMOVE TEMPORARY TRAFFIC CALMING, INSTALL TRAFFIC CUSHION, INSTALL FOUR BUMP-OUTS.

DATA	
TRAFFIC DATA	EAST ALLEN STREET
AADT (2014)	
AADT (2014 PROJECTED)	
DHV (2035 PROJECTED)	
DIRECTIONAL DISTRIBUTION	
TRUCKS	



PROJECT LOCATION

Note - landscaping contractor will only be responsible for the plantings indicated in this plan set. All other work, including curb installation and modified soil installation has been completed by others.

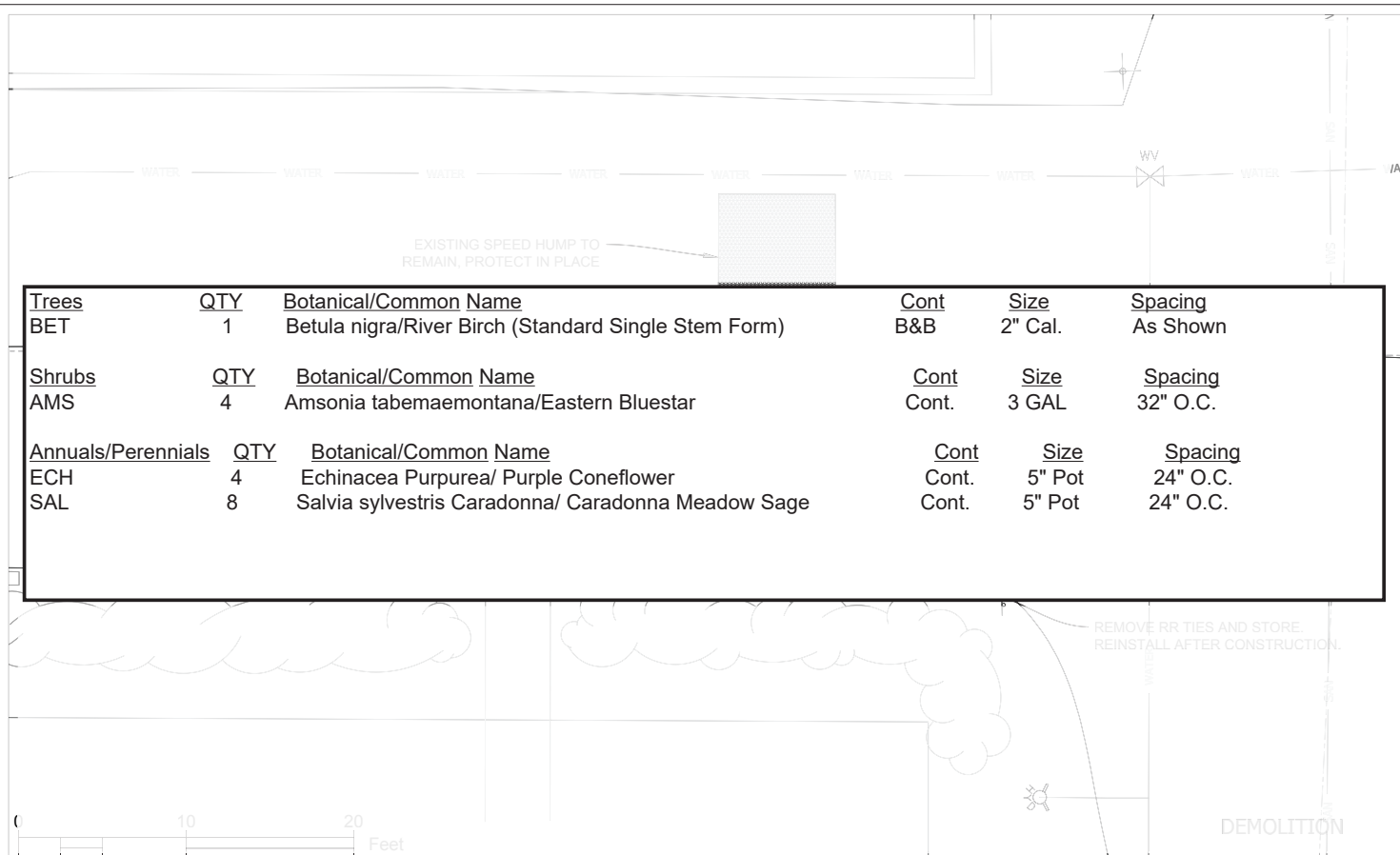
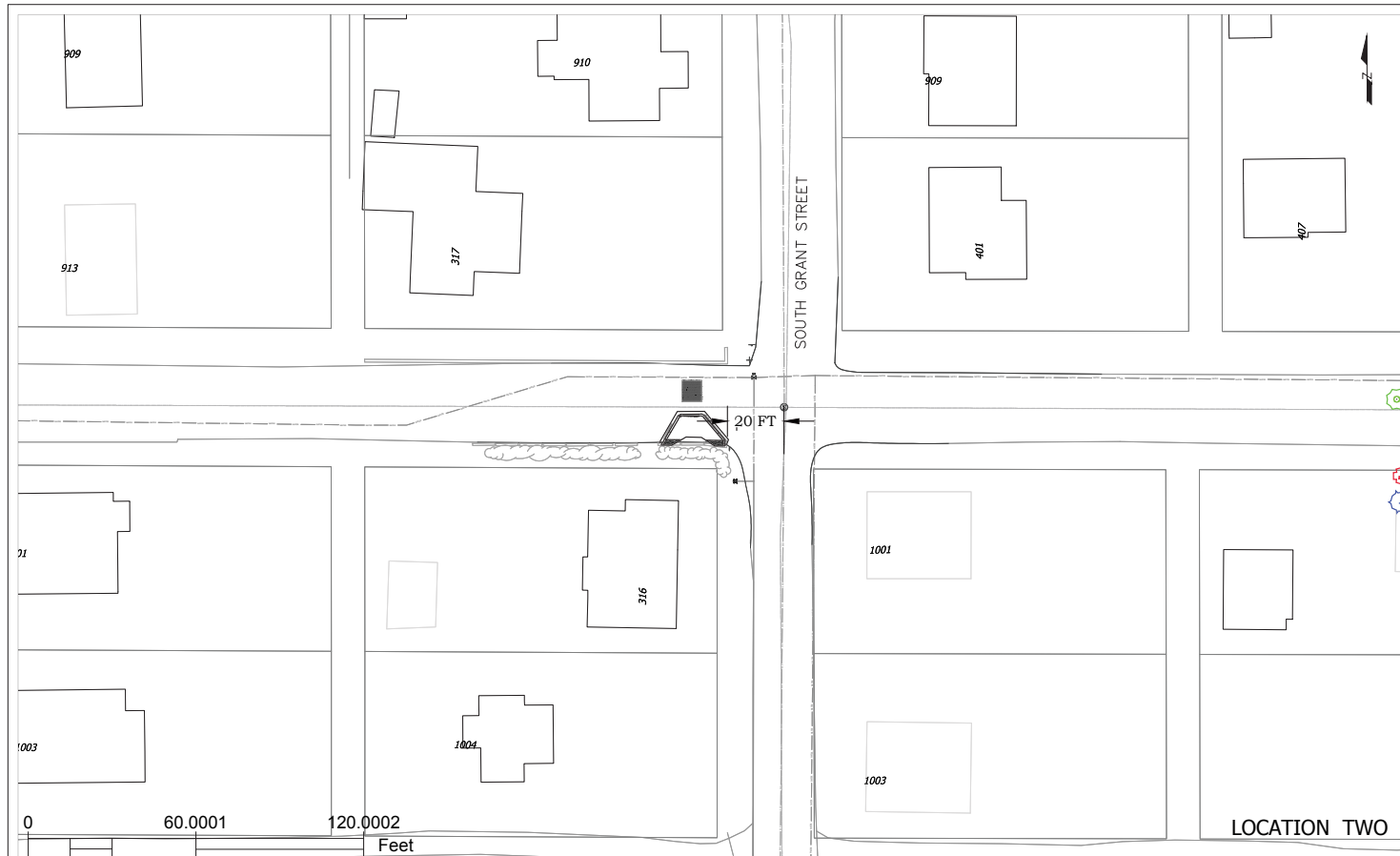
CITY OF BLOOMINGTON
MONROE COUNTY
INDIANA

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2020
AND CURRENT SUPPLEMENTS THERETO, TO
BE USED WITH THESE PLANS

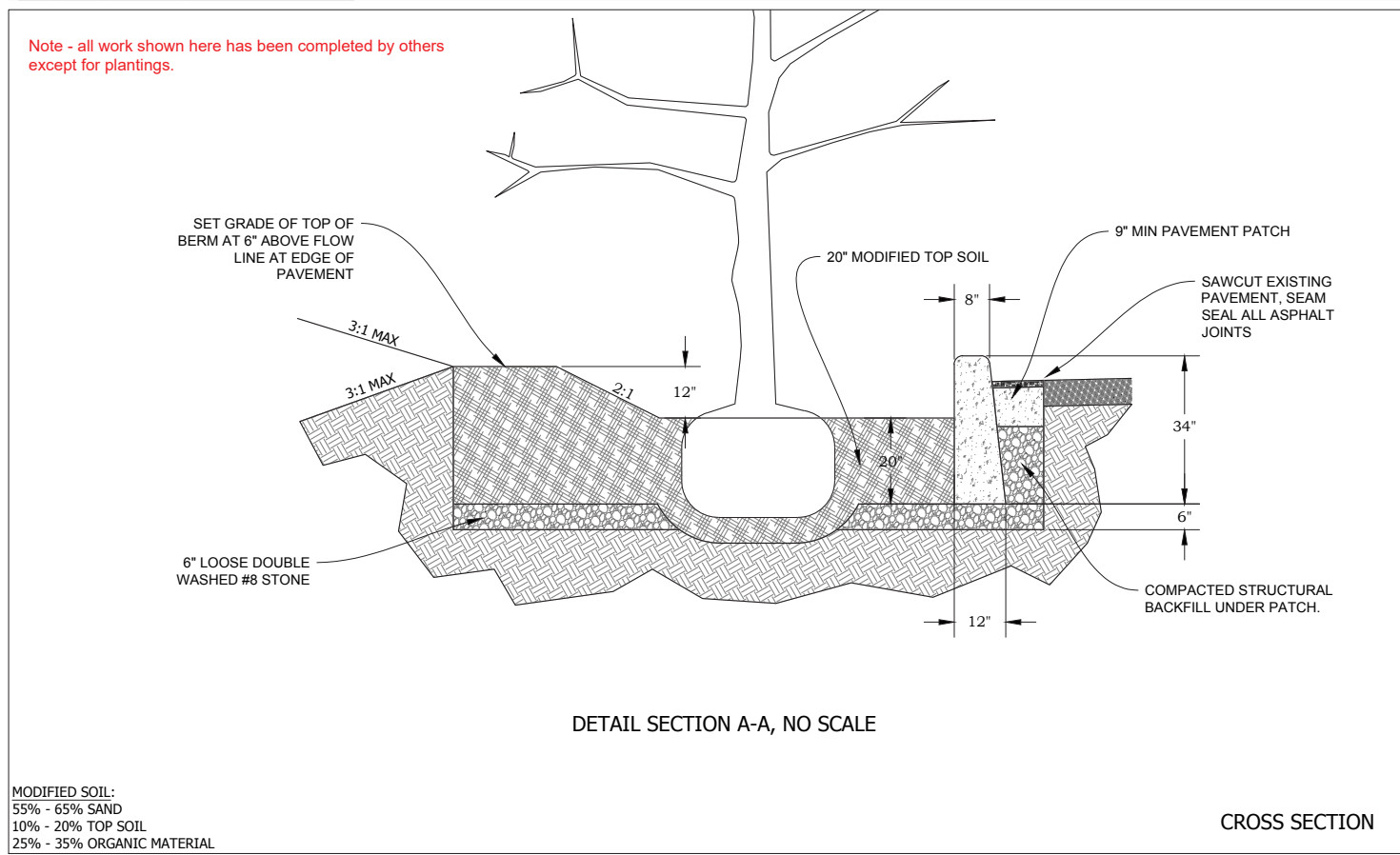
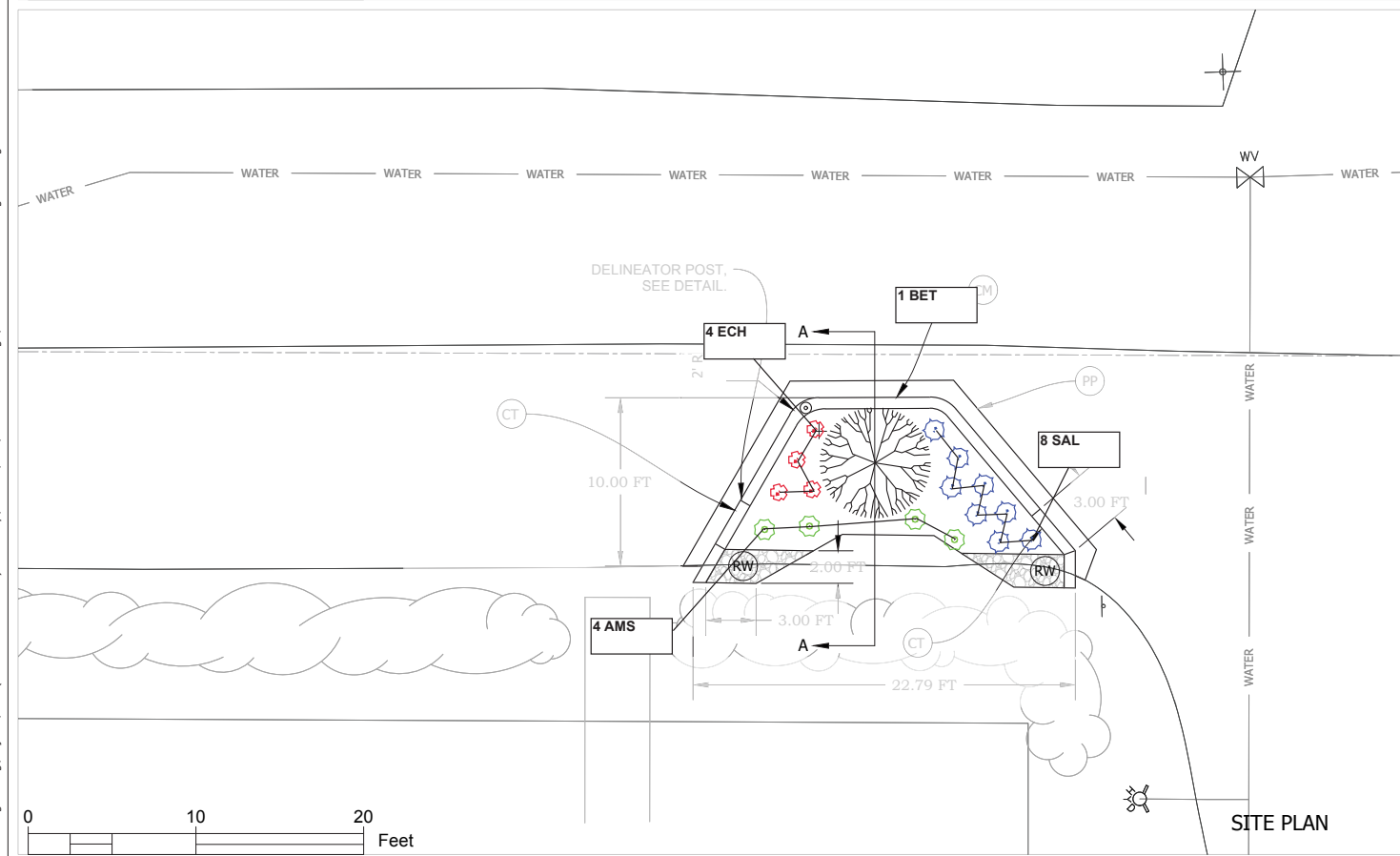
CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT

EAST ALLEN STREET
Landscaping

HORIZONTAL SCALE	BRIDGE FILE
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	1 of 4
	PROJECT



Trees	QTY	Botanical/Common Name	Cont	Size	Spacing
BET	1	Betula nigra/River Birch (Standard Single Stem Form)	B&B	2" Cal.	As Shown
Shrubs	QTY	Botanical/Common Name	Cont	Size	Spacing
AMS	4	Amsonia tabernaemontana/Eastern Bluestar	Cont.	3 GAL	32" O.C.
Annuals/Perennials	QTY	Botanical/Common Name	Cont	Size	Spacing
ECH	4	Echinacea Purpurea/ Purple Coneflower	Cont.	5" Pot	24" O.C.
SAL	8	Salvia sylvestris Caradonna/ Caradonna Meadow Sage	Cont.	5" Pot	24" O.C.



MODIFIED SOIL:
 55% - 65% SAND
 10% - 20% TOP SOIL
 25% - 35% ORGANIC MATERIAL

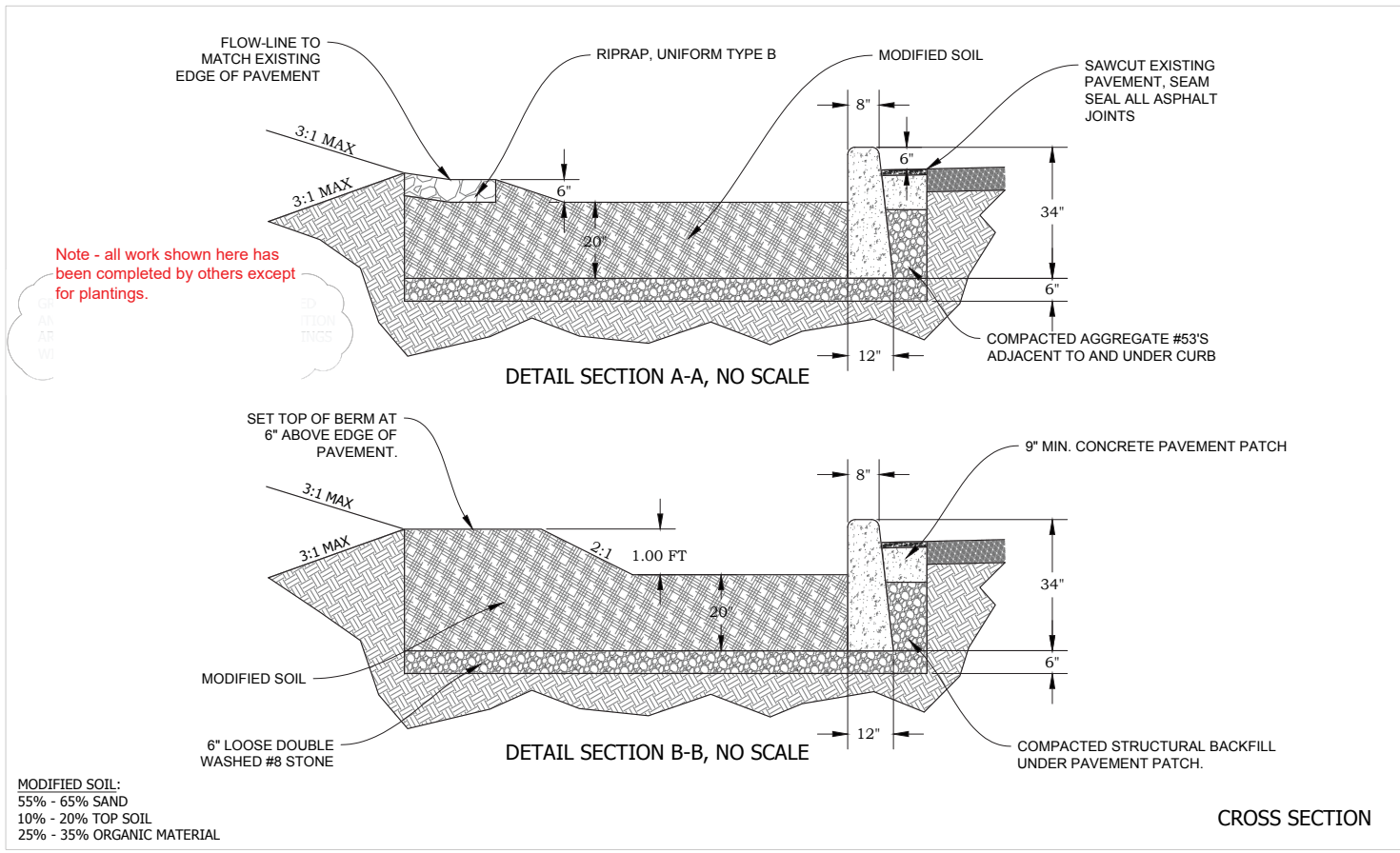
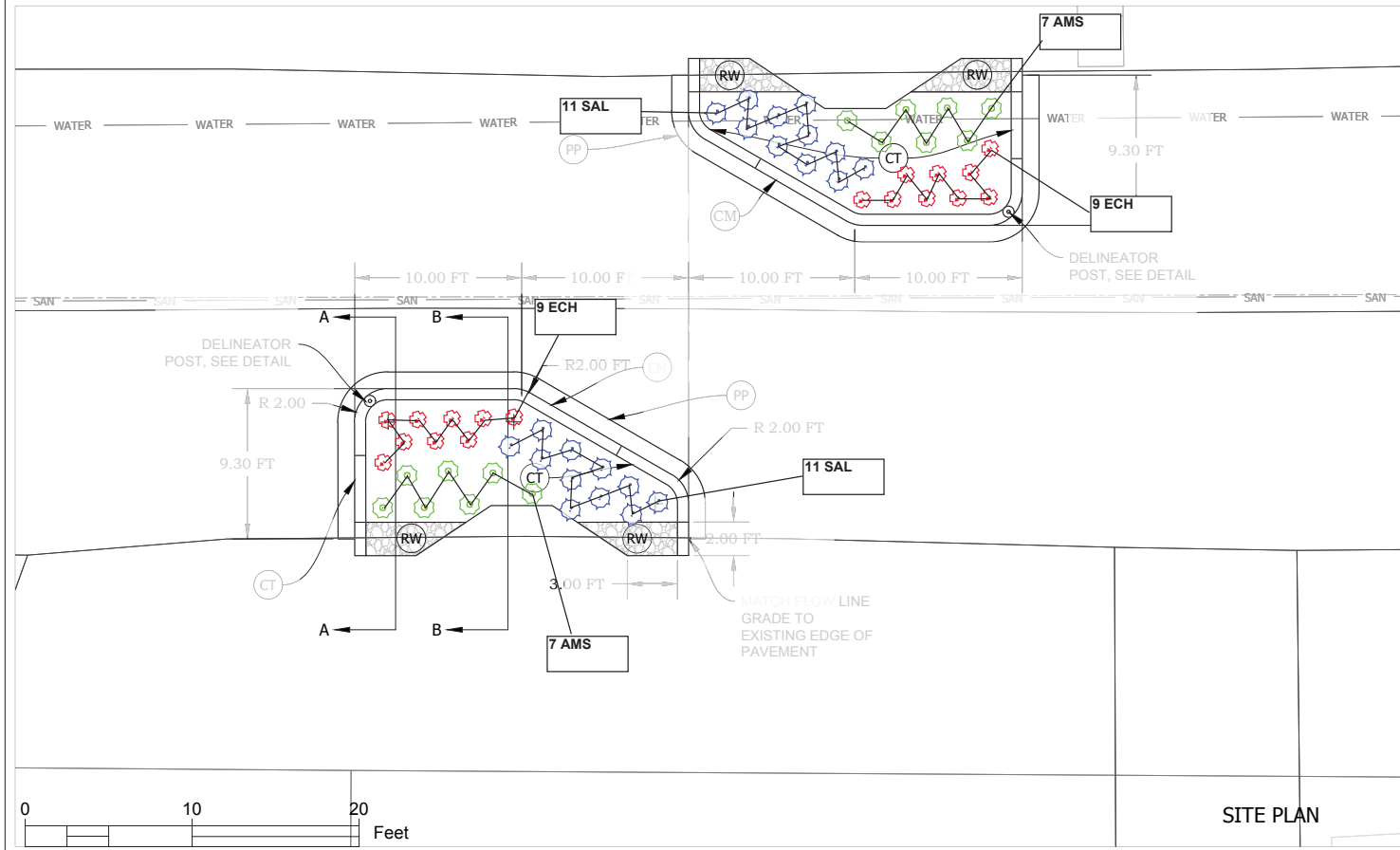
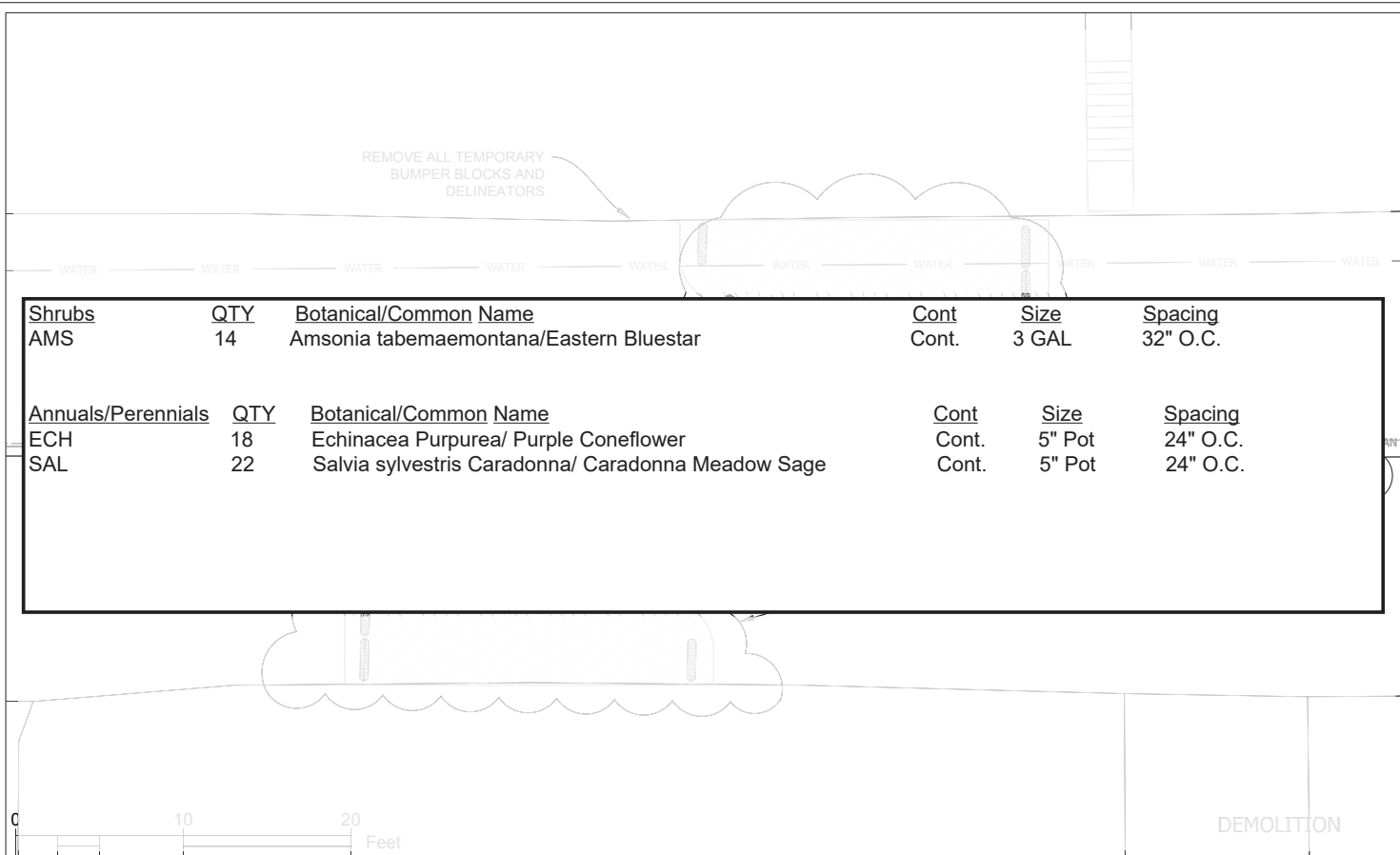
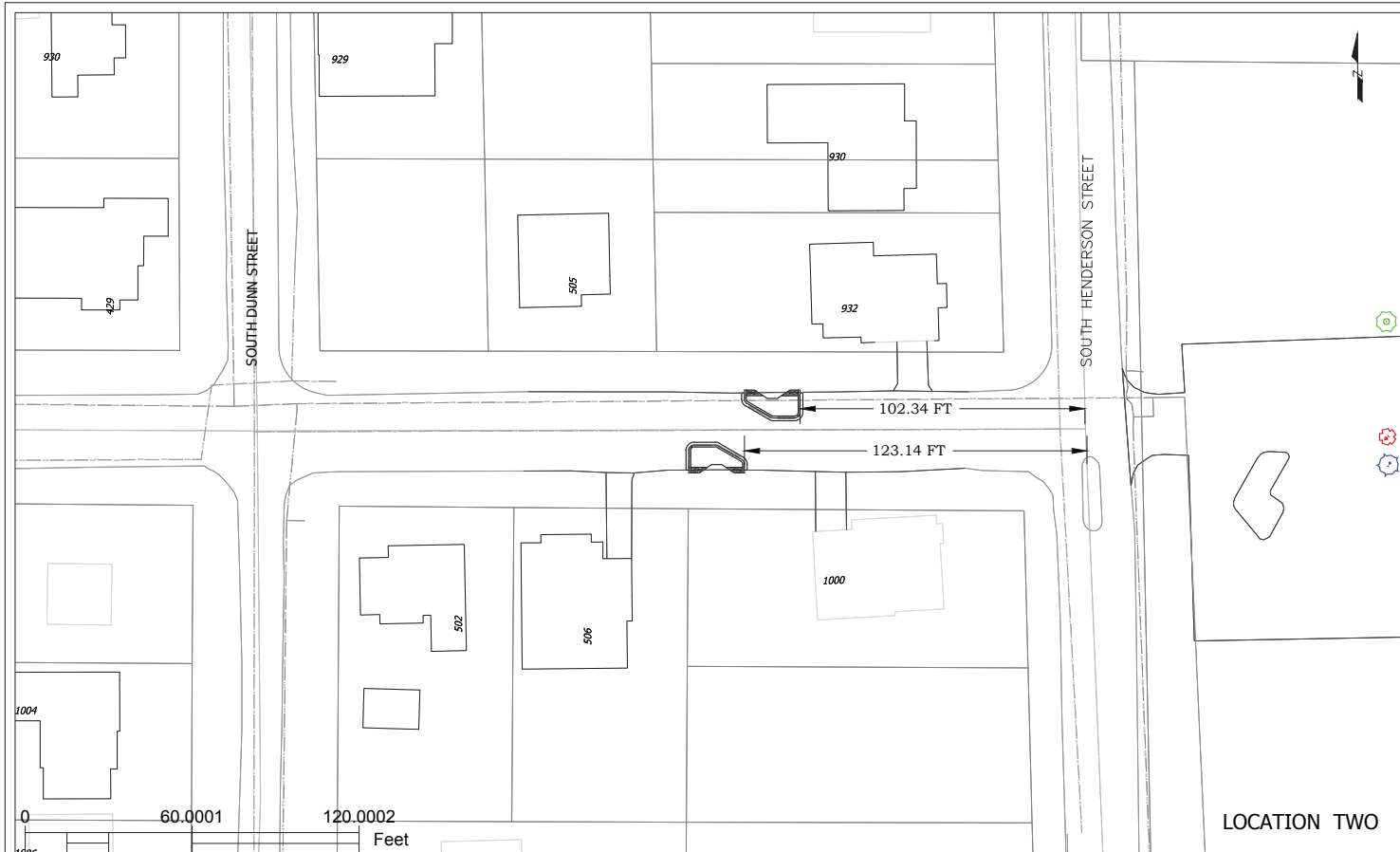
I:\common\Transportation Engineering\Projects\Allen (Walnut to Henderson) Greenway\Plan Set\CAD\Production Drawings\East Allen Traffic Calming Final.dwg

- CT 3' Curb Taper, Concrete, Modified
- CM Standing Curb, Concrete, Modified
- RW 6" Riprap, Uniform type 'B' on Geotextile Type 1A
- PP Pavement Patch, 1 1/2" HMA Surface on 9" PCCP

**CITY OF BLOOMINGTON
 ENGINEERING DEPARTMENT**

EAST ALLEN STREET
 Landscaping

HORIZONTAL SCALE 1" = 10'	BRIDGE FILE
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS 2 of 4
CONTRACT	PROJECT

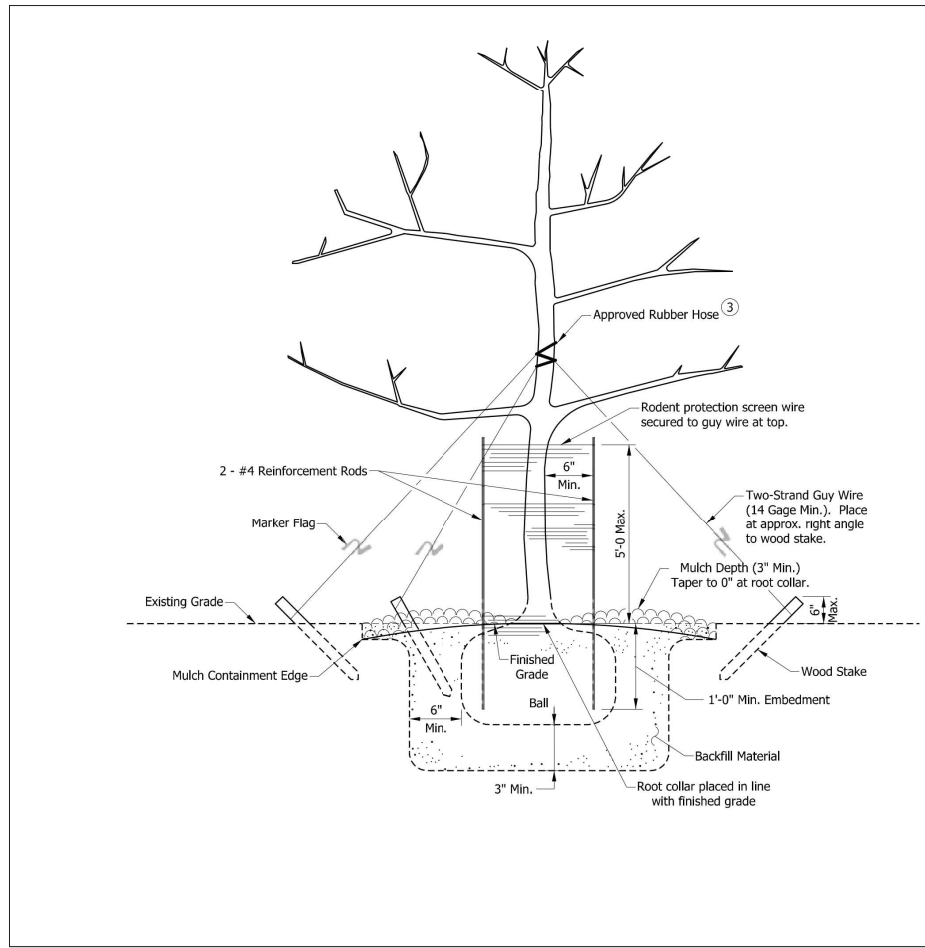
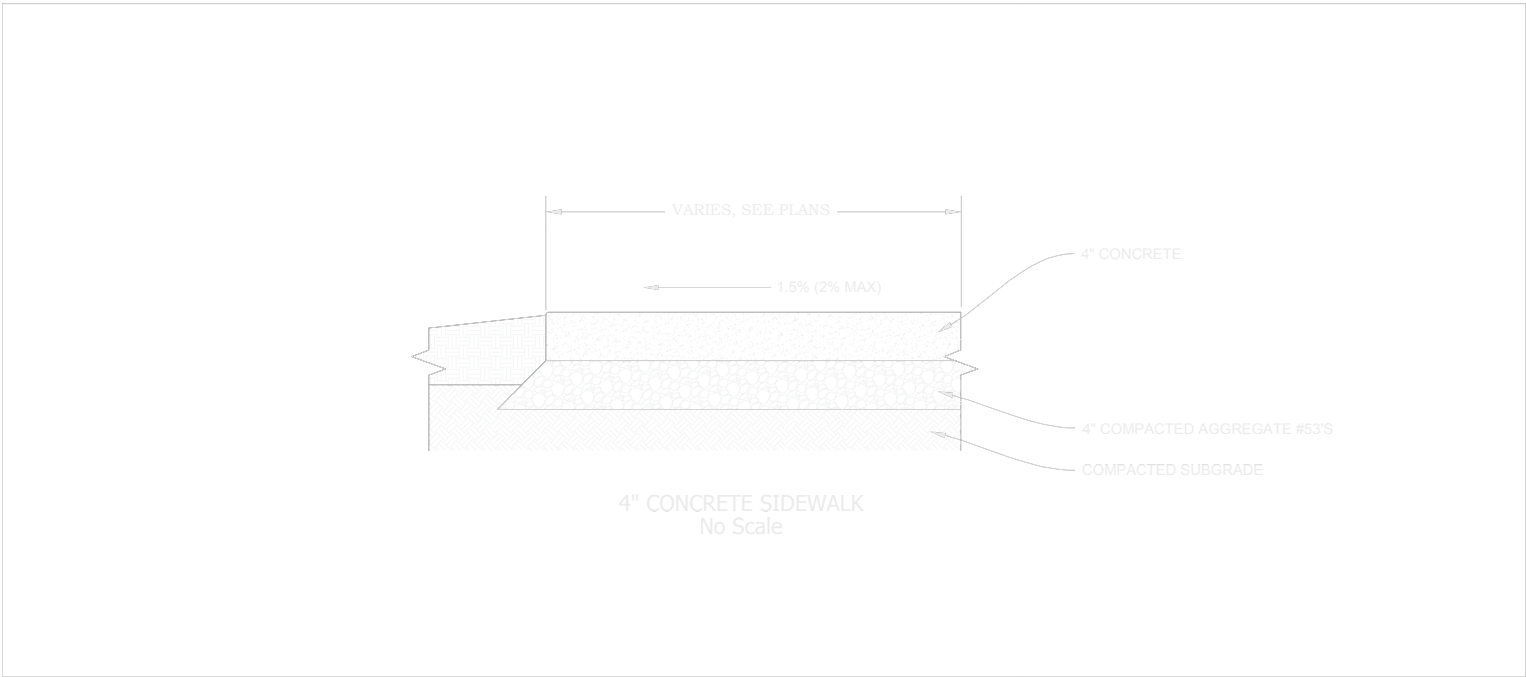
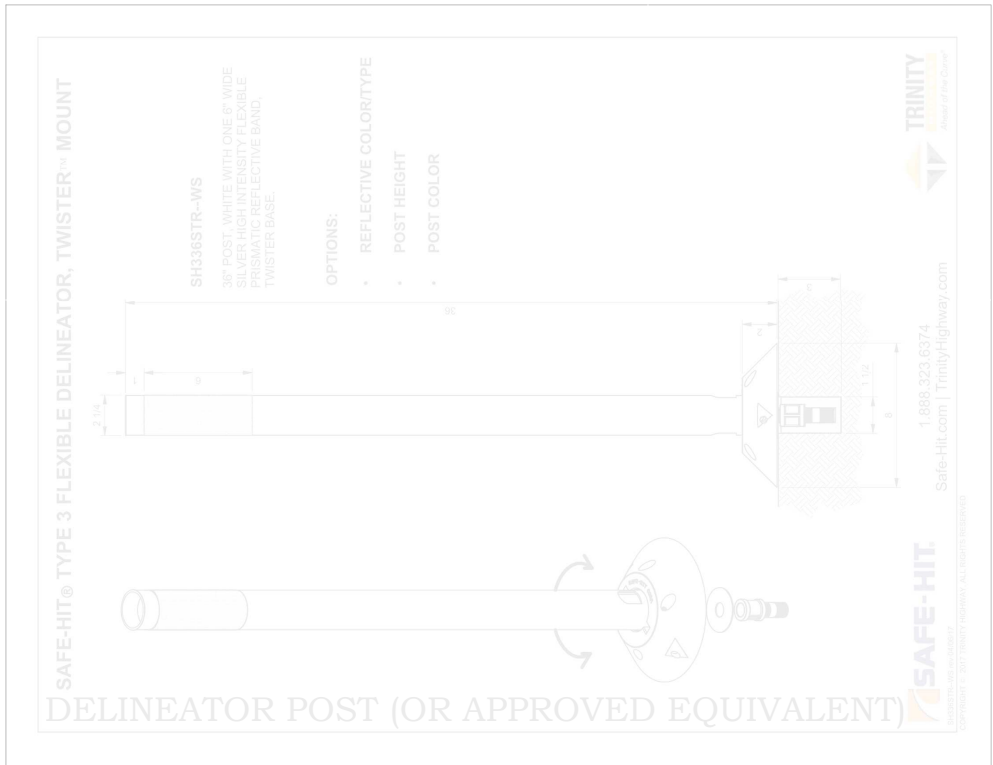


- CT 3' Curb Taper, Concrete, Modified
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- RW 6" Riprap, Uniform type "B" on Geotextile Type 1A
- PP Pavement Patch, 1 1/2" HMA Surface on 9" PCCP

**CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT**

EAST ALLEN STREET
Landscaping

HORIZONTAL SCALE 1" = 10'	BRIDGE FILE
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS 3 of 4
CONTRACT	PROJECT



NOTES:

- This detail applies to Evergreen Trees 48 in. tall and over with exception that screen wire protection shall not be required.
- Plastic coil type protective wrapping will be acceptable as an alternative to the screen wire and reinforcement rod method of tree protection or staked trees of less than 2 in. caliper.
- See Standard Drawing E 622-LSPL-11 for Rubber Hose Detail.

NOTE: 2 IN. OR GREATER TREE REQUIRED FOR THIS PROJECT. DETAIL IS PROVIDED FOR PLANTING AND STAKING PURPOSES.

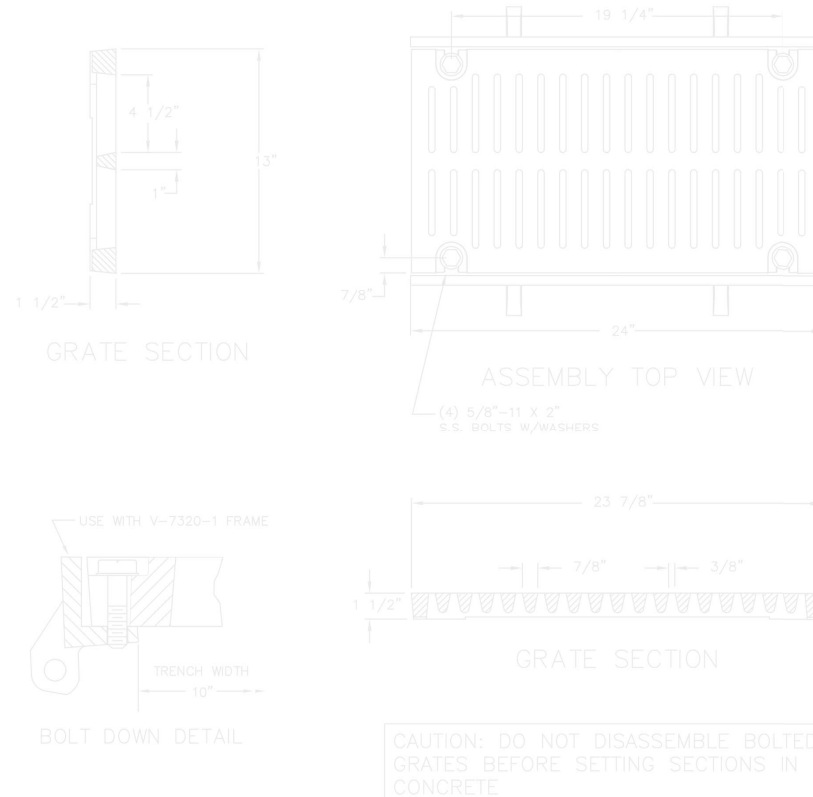
INDIANA DEPARTMENT OF TRANSPORTATION

PLANTING BALLED AND BURLAPPED TREE
 1 1/4 IN. CALIPER AND GREATER
 SEPTEMBER 2018

STANDARD DRAWING NO. E 622-LSPL-03

	/s/ Elizabeth W. Phillips	03/20/18
	DESIGN STANDARDS ENGINEER	DATE
	/s/ John LeKie	05/09/18
	CHIEF ENGINEER	DATE

V7320-1 V7383-20 Assembly



Product Number
 47383201

Design Features

- Materials
- Trench Roll
- Easy Inset (CL30)
- Trench Grate
- Easy Inset (CL30)

Design Load

- Heavy Duty
- Open Area
- 1/4\"/>
- Grating
- Unclipped
- Designated Medial Device

Certification

- ASTM A46
- Country of Origin USA

Major Components

47320110
 47383202

Drawing Revision

58202010 Designer: DEW
 04122012 Revised By: DJH

Disclaimer

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Contact

563 620-4503
 9512 5201

CITY OF BLOOMINGTON
 ENGINEERING DEPARTMENT

EAST ALLEN STREET
 Landscaping

HORIZONTAL SCALE	BRIDGE FILE
VERTICLE SCALE	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	4 of 4
	PROJECT

Common Name	Scientific Name
Black Maple	<i>Acer nigrum</i>
Red Maple	<i>Acer rubrum</i>
Sugar Maple	<i>Acer saccharum</i>
Sugar Hackberry	<i>Celtis laevigata</i>
Hackberry	<i>Celtis occidentalis</i>
American Beech	<i>Fagus grandifolia</i>
European Beech	<i>Fagus sylvatica</i>
Ginkgo	<i>Ginkgo biloba</i>
Thornless Honeylocust	<i>Gleditsia triacanthos inermis</i>
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>
Sweetgum	<i>Liquidambar styraciflura</i>
Tulip Tree	<i>Liriodendron tulipifera</i>
Cucumbertree	<i>Magnolia acuminata</i>
Blackgum or Tupelo	<i>Nyssa sylvatica</i>
Sycamore	<i>Platanus occidentalis</i>
London Planetree	<i>Plantanus x acerfolia</i>
Sawtooth Oak	<i>Quercus acutissima</i>
White Oak	<i>Quercus alba</i>
Swamp White Oak	<i>Quercus bicolor</i>
Scarlet Oak	<i>Quercus coccinea</i>
Shingle Oak	<i>Quercus imbricaria</i>
Bur Oak	<i>Quercus macrocarpa</i>

Common Name	Scientific Name
English Oak	<i>Quercus robur</i>
Red Oak	<i>Quercus rubra</i>
Shumard Oak	<i>Quercus shumardii</i>
Black Oak	<i>Quercus velutina</i>
Bald Cypress	<i>Taxodium distichum</i>
Basswood or American Linden	<i>Tilia Americana</i>
Littleleaf Linden	<i>Tilia cordata</i>
Silver Linden	<i>Tilia tomentosa</i>
Crimean Linden	<i>Tilia x euchiora</i>
Homestead Elm	<i>Ulmus x</i>
Japanese Zelkova	<i>Zelkova serrata</i>

Common Name	Scientific Name
Ohio Buckeye	<i>Aesculus glabra</i>
Yellow Buckeye	<i>Aesculus octandra</i>
Horsechestnut or Buckeye	<i>Aesculus sp.</i>
Bitternut Hickory	<i>Carya cordiformis</i>
Pignut Hickory	<i>Carya glabra</i>
Shellbark Hickory	<i>Carya laciniosa</i>
Shagbark Hickory	<i>Carya ovata</i>
Mockernut Hickory	<i>Carya tomentosa</i>
Northern Catalpa	<i>Catalpa speciosa</i>
American Holly	<i>Ilex opaca</i>
Black Walnut	<i>Juglans nigra</i>
White Pine	<i>Pinus strobes</i>
Virginia Pine	<i>Pinus virginiana</i>
Black Cherry	<i>Prunus serotina</i>
Chestnut Oak	<i>Quercus prinus</i>
Canadian or Eastern Hemlock	<i>Tsuga Canadensis</i>

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

Eco Logic LLC

FOR

17th & Arlington, Allen St, Bloomfield Rd Plantings

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Eco Logic LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Plantings at 17th & Arlington, Allen St, Bloomfield Rd**, (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within thirty (30) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, 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.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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 Twenty-Four Thousand, Nine Hundred Sixteen Dollars (\$24,916.00) . 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 or her own and all subcontracted employees, to City Engineer or his or her 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 his or her 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 his or her 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 or she 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 or her 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 or her 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 or her 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 or her Surety for his or her 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 or her from the claims set forth below which may arise out of or result from CONTRACTOR’S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker’s Compensation & Disability	Statutory Requirements
B. Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed Operations)	
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 he or she is now and will maintain in good standing with such governmental agencies and that he or she 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. 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. 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 themselves and all his or her 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 he or she:

- a. Has formulated his or her own Affirmative 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 his or her operations.

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 CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of his or her employees, CONTRACTOR or his or her 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.

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) feet 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 or she 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 and Performance 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	Eco Logic LLC
Attn: Russell White, Project manager	Natalie Marinova, Assistant Director
401 N. Morton St., Suite 130	8685 W. Vernal Pike
Bloomington, Indiana 47404	Bloomington, IN 47404

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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her 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.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Eco Logic LLC

By: _____
Dana Henke, President

By: _____
Signature

Printed Name & Title of Company Representative

By: _____
Beth H. Hollingsworth, Member

By: _____
Kyla Cox Deckard, Member

By: _____
Philippa M. Guthrie, Corporation Counsel

ATTACHMENT 'A'

"SCOPE OF WORK"

17th & Arlington, Allen St, Bloomfield Rd Plantings

This project shall include, but is not limited to:

The work on 17th Street and Monroe Street will include:

- *Planting 40 deciduous single stem native trees that are 1.25" DBH. The trees can be any of the species that are highlighted on the attached list. However, at least 3 different types of trees must be used from the list. Trees will be planted in the mitigated area shown on the attached map.*
- *Relocation of 2 "do not mow or spray" signs to the new mitigation area.*
- *Installation of an additional 2 "do not mow or spray signs (to be provided by others) to the mitigation area.*

The work on East Allen Street will include:

- *Plant 1 Betula nigra/River Birch (Standard Single Stem Form) tree 2" Cal. As shown on sheet 2 of the attached plan.*
- *Plant 18 Amsonia tabernaemontana/Eastern Bluestar Shrubs 3 GAL size Spaced 32" on center. As shown on sheets 2 & 3 of the attached plan.*
- *Plant 22 Echinacea Purpurea/ Purple Coneflower Annuals/Perennials 5" Pot size 24" on center. As shown on sheets 2 & 3 of the attached plan.*
- *Plant 30 Salvia sylvestris Caradonna/ Caradonna Meadow Sage Annuals/Perennials 5" Pot size 24" on center. As shown on sheets 2 & 3 of the attached plan.*

The work on West Bloomfield Road will include:

- *Plant 2 Crimson Spire Oak tree 2" Cal. As shown on sheet 26 of 71 of the attached plan.*

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

Commission #: _____

*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: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____



Board of Public Works Staff Report

Project/Event:	Request for sidewalk, lane, and street closures on N Walnut St and E 14 th St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Eric Schulte, Landmark Construction
Date:	August 3, 2021

Report: Landmark Construction is starting a redevelopment project at the former Brownstone Terrace Apartments along the south side of E 14th between N Walnut St and N Dunn St, The Standard at Bloomington, LLC. They will be installing a new water main, sanitary sewer, and storm sewer along E 14th St. They will also be installing new curbs, sidewalks, and pavement along E 14th St.

To complete all of this work there will be multiple closures required in a few phases. The construction is planned for the end of August 2021 through December 2021. Short term lane and sidewalk closures on N Walnut St at E 14th St will start at the end of August and beginning of September. Then, the works moves east to E 14th St. There will be sidewalk closures and full and partial street closures which will be done in phases.

Detours will be in place for vehicles and pedestrians. Bloomington Transit will also be rerouted.

These closure will not be in place until and are contingent upon the release of the grading permit by the City Planning Department.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

July 28, 2021

City of Bloomington Board of Public Works
401 N Morton St Suite 120
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting temporary lane closures, sidewalk closures, and driveway interruptions within the E 14th St and N Walnut St rights of way between approximately August 2021 and December 2021. The reason for this request is to perform work associated with the redevelopment of the former Brownstone Terrace Apartments. This work includes the installation of a new water main, sanitary sewer, and storm sewer along E 14th St and the installation of new sidewalk, curb, and pavement along E 14th St. This work will cause temporary lane closures along those roadways including half and full closures of E 14th St. The work will also cause sidewalk closures along E 14th St and temporary interruptions to driveways along these roadways. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The contractor will control traffic by following a multi-phase maintenance of traffic plan included with this submittal for your review. The E 14th St closure will be done in four phases. Phase 1 and 3 include closing E 14th St to westbound traffic and phase 4 includes a full closure of E 14th St.

Bloomington Transit bus route 1 currently runs along E 14th St. Bloomington Transit has been kept in the loop regarding all planned closures and will detour their buses as needed. Documentation of our correspondence and the proposed detour route is included with this letter.

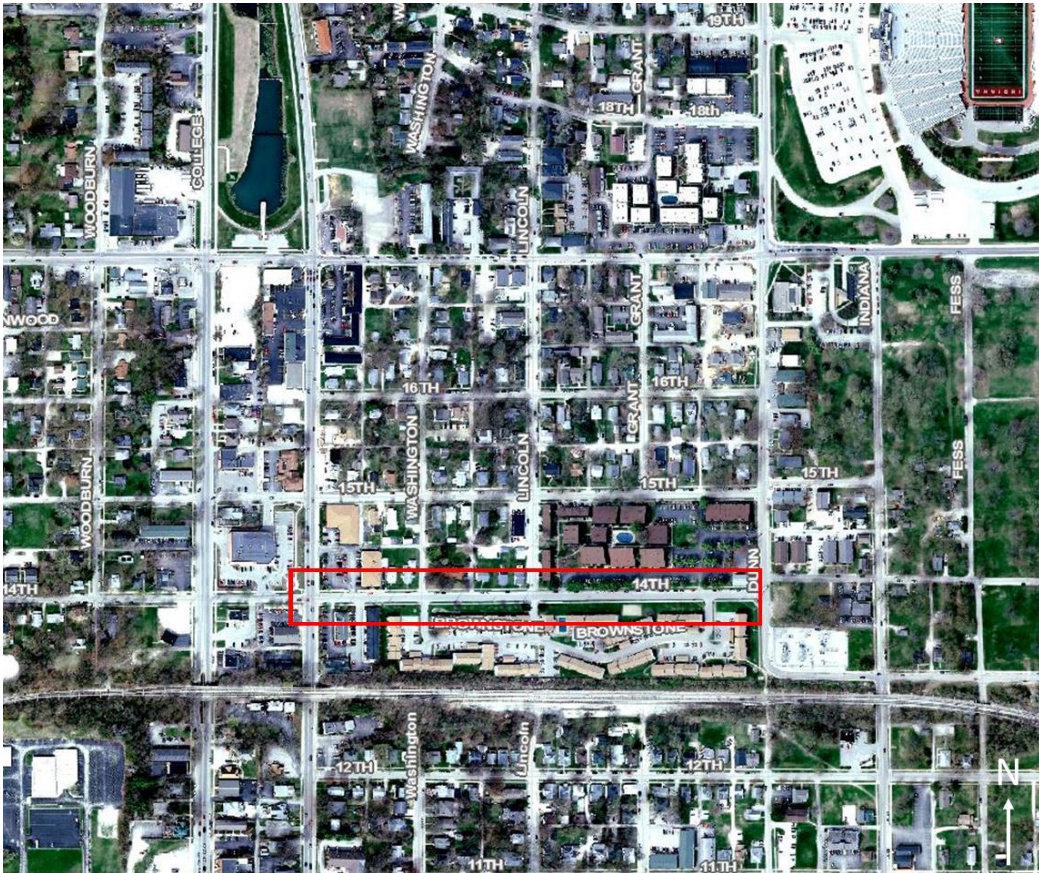
We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

Regards,



Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com



Project Location Map, N.T.S.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith

July 28, 2021

Dear Nearby Property Owner,

The Standard at Bloomington, LLC will be performing work associated with the redevelopment of the former Brownstone Terrace Apartments site within the E 14th St and N Walnut St rights of way between approximately August 2021 and December 2021. This work includes the installation of a new water main, sanitary sewer, and storm sewer along E 14th St and the installation of new sidewalk, curb, and pavement along E 14th St. This work will cause temporary lane closures along those roadways including half and full closures of E 14th St. The work will also cause sidewalk closures along E 14th St and temporary interruptions to driveways along these roadways. Every effort will be made by construction crews to minimize the amount of time of these closures and to provide full access to all driveways throughout the duration of the project.

The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on **August 3rd, 2021 at 5:30pm** in the Council Chambers (Room 115) of City Hall (401 N. Morton Street). The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

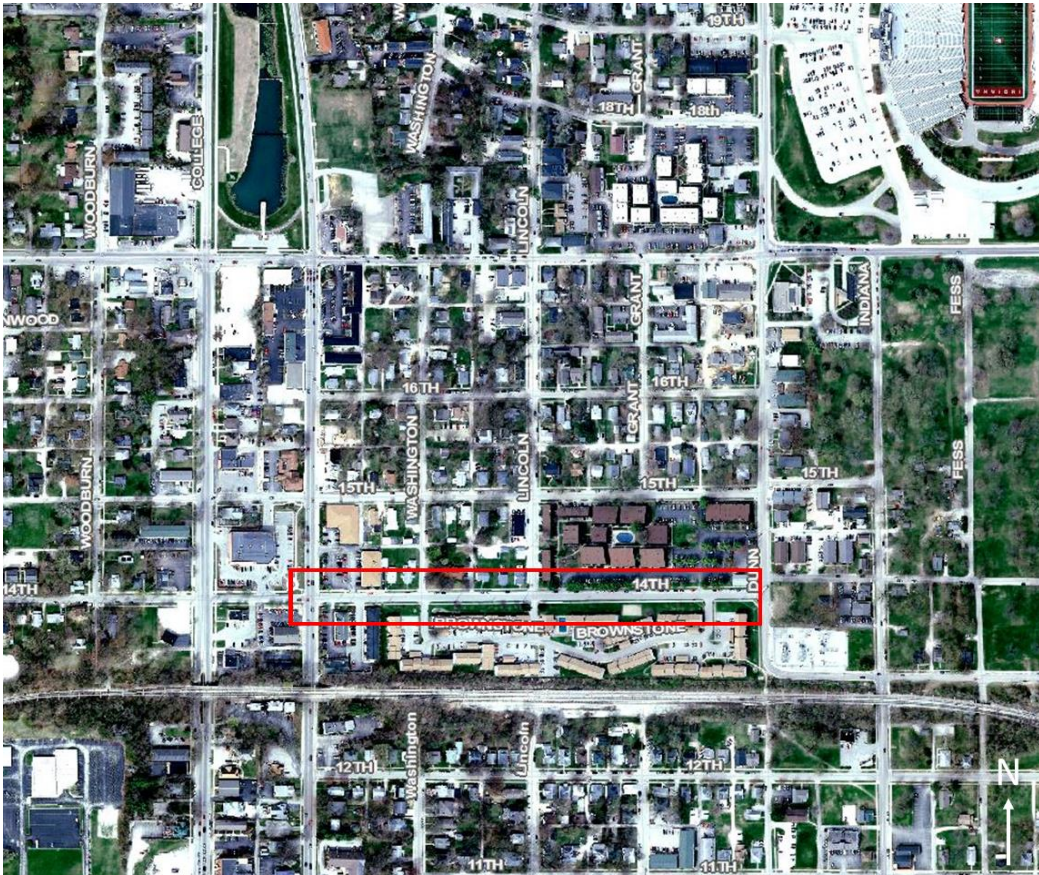
Anyone not able to attend this public meeting may submit comments via phone or email to Kendall Knoke at 812-336-6536 ext. 3 or kknoke@smithdginc.com. These comments will be read at the August 3rd Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.

Regards,

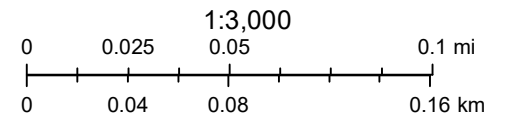
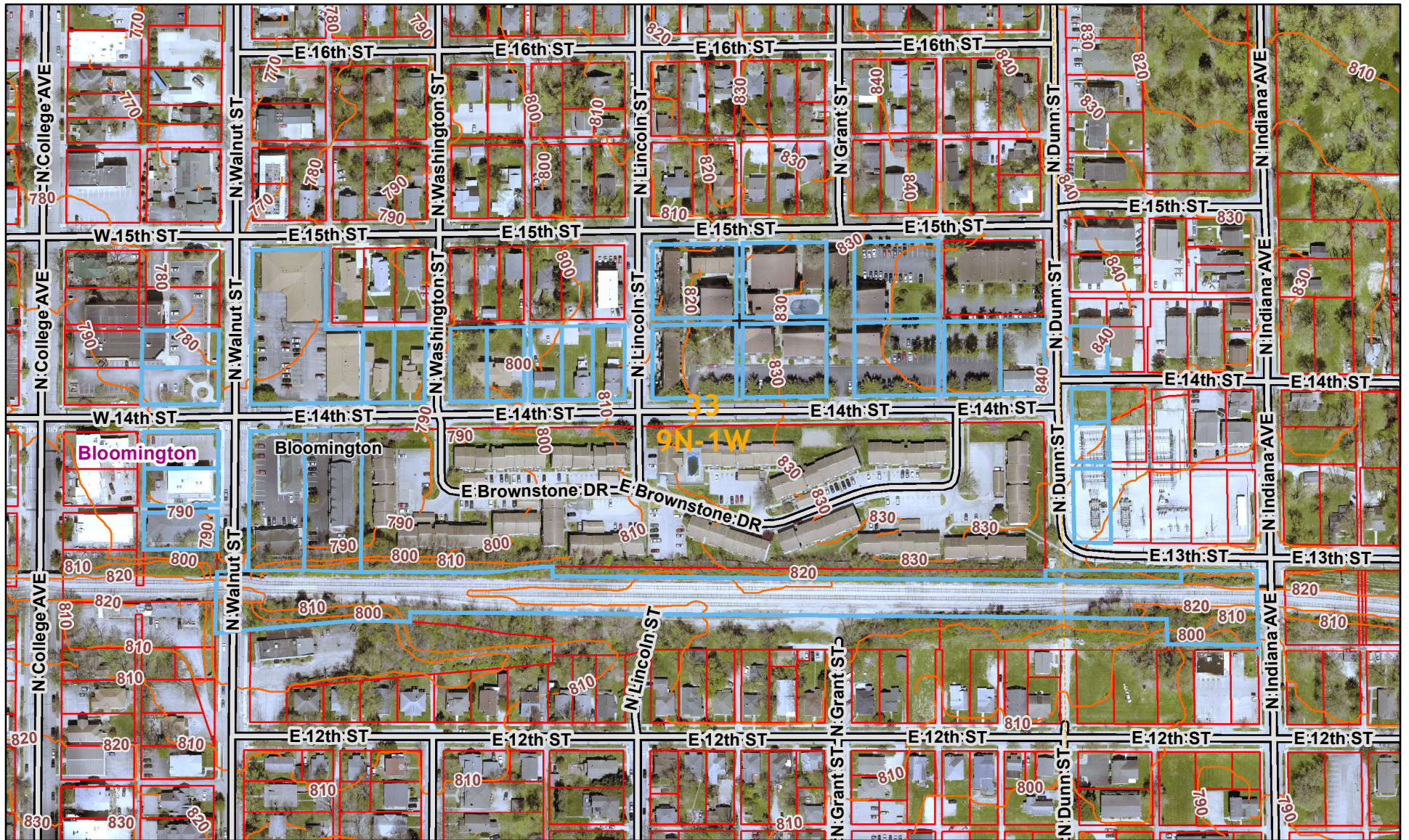
Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith



Project Location Map, N.T.S.

The Standard at Bloomington - Adjacent Property Owners





Paul Kehrberg <kehrberp@bloomington.in.gov>

FW: The Standard at Bloomington E 14th St Closure

1 message

Kendall Knoke <kknoke@smithdginc.com>
To: Paul Kehrberg <kehrberp@bloomington.in.gov>
Cc: Eric Schulte <Eric.Schulte@landmarkproperties.com>

Thu, Jul 29, 2021 at 12:42 PM

Paul, for your records please see below for the confirmation from Bloomington Transit on the E 14th St closure.

I've also attached the updated affidavit and notice letters for your records.

Regards,

Kendall

Kendall Knoke, PE

Project Engineer

Smith Design Group, Inc.

2755 E Canada Dr, Suite 101

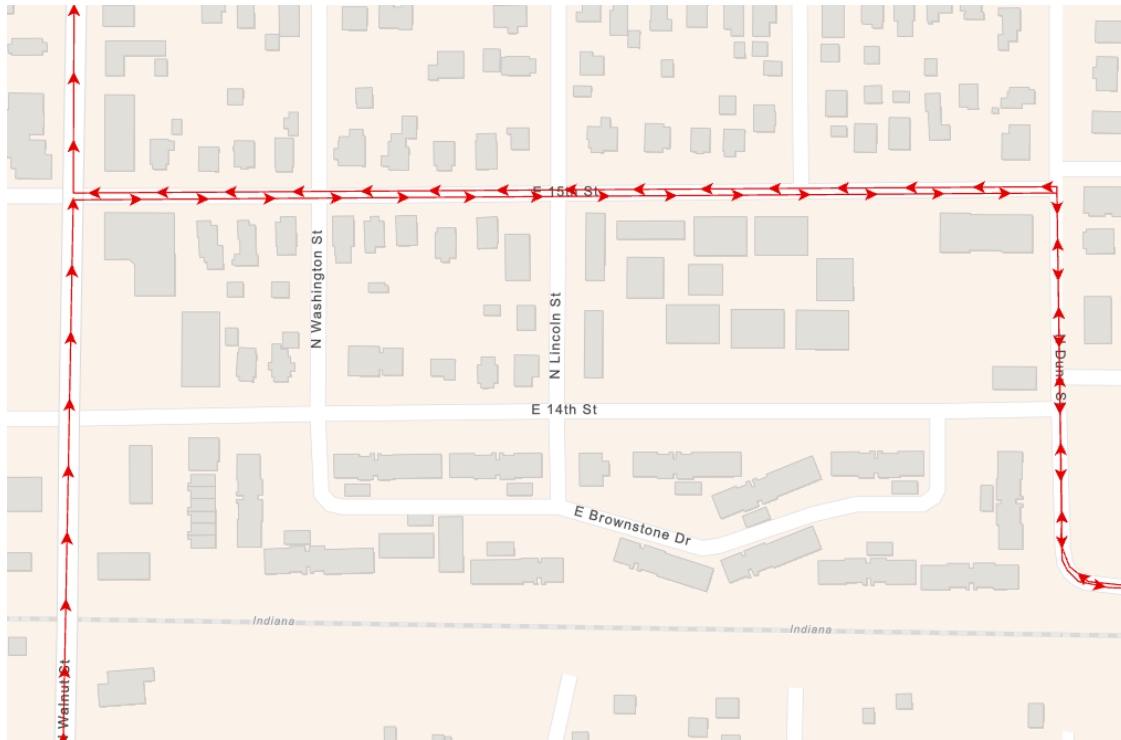
Bloomington, IN 47401

812-336-6536 x3

From: Zac Huneck <huneckz@bloomingtontransit.com>
Sent: Thursday, July 29, 2021 12:27 PM
To: Kendall Knoke <kknoke@smithdginc.com>
Subject: Re: The Standard at Bloomington E 14th St Closure

Hey Kendall,

I'm writing to acknowledge that Bloomington Transit is aware of the planned phases of closures on 14th St in relation to the forthcoming construction work at the current Brownstone Apartments location between August-December 2021. BT staff have reviewed the MOT plans associated with the project, and have developed a detour for the route to be impacted--Route 1 North--utilizing 15th St for the duration of the project. The detour is depicted in the image below. We appreciate your timely coordination. Let me know if there's anything else you need.



Thanks,

Zac

On Wed, Jul 28, 2021 at 3:17 PM Kendall Knoke <kknoke@smithdginc.com> wrote:

Zac,

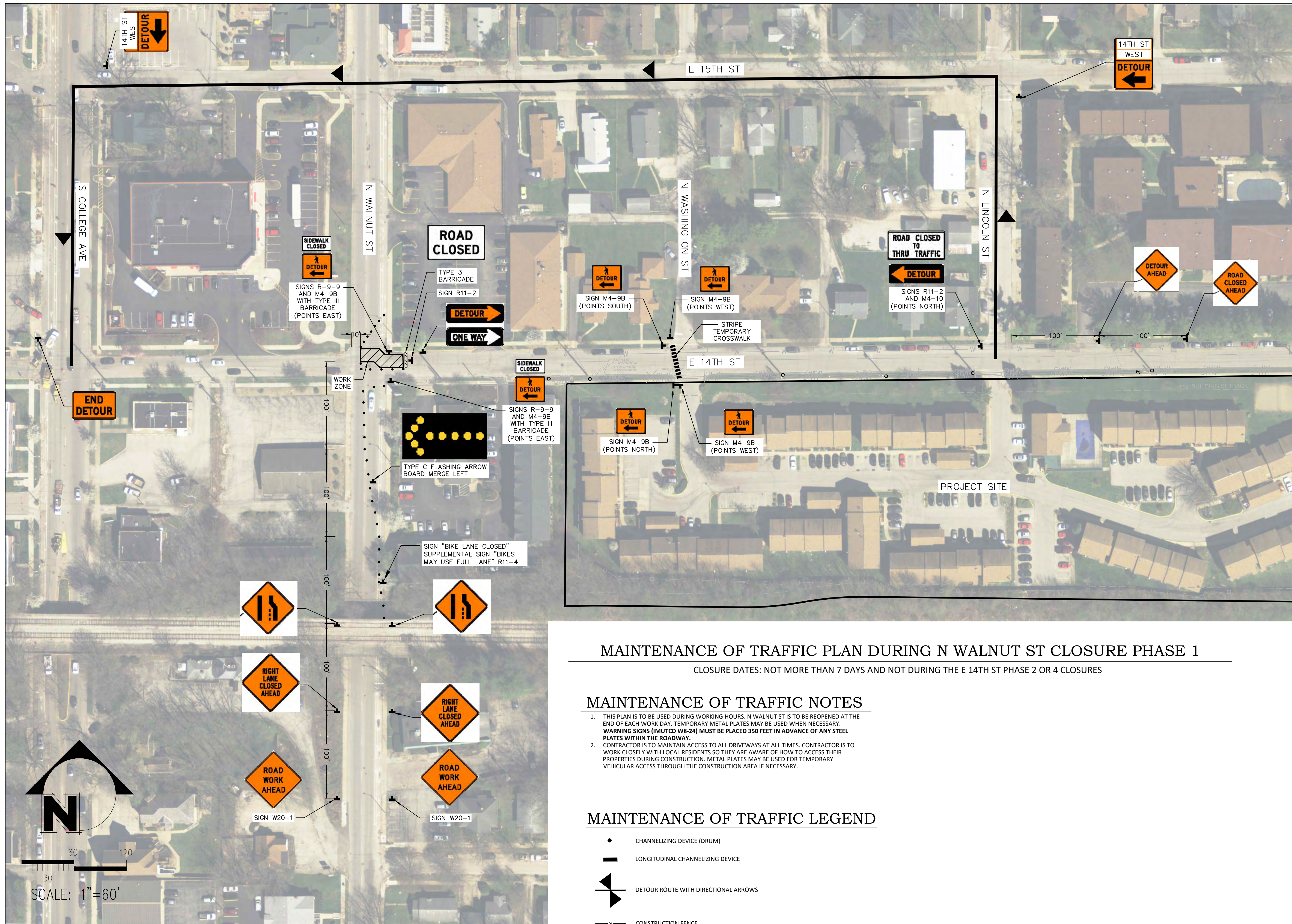
They are planning on doing the E 14th St closure August-December 2021.

Thanks,

Kendall

Kendall Knoke, PE

Project Engineer



MAINTENANCE OF TRAFFIC PLAN DURING N WALNUT ST CLOSURE PHASE 1

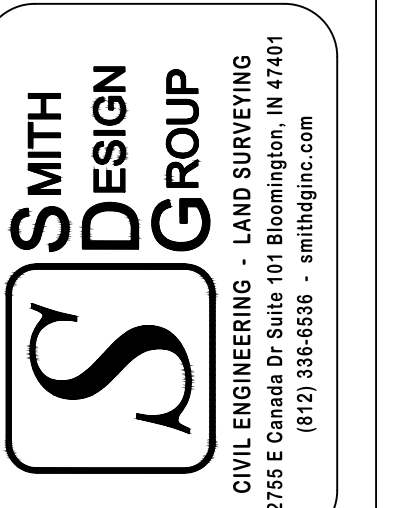
CLOSURE DATES: NOT MORE THAN 7 DAYS AND NOT DURING THE E 14TH ST PHASE 2 OR 4 CLOSURES

MAINTENANCE OF TRAFFIC NOTES

1. THIS PLAN IS TO BE USED DURING WORKING HOURS. N WALNUT ST IS TO BE REOPENED AT THE END OF EACH WORK DAY. TEMPORARY METAL PLATES MAY BE USED WHEN NECESSARY. **WARNING SIGNS (MUTCD W8-24) MUST BE PLACED 350 FEET IN ADVANCE OF ANY STEEL PLATES WITHIN THE ROADWAY.**
2. CONTRACTOR IS TO MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES. CONTRACTOR IS TO WORK CLOSELY WITH LOCAL RESIDENTS SO THEY ARE AWARE OF HOW TO ACCESS THEIR PROPERTIES DURING CONSTRUCTION. METAL PLATES MAY BE USED FOR TEMPORARY VEHICULAR ACCESS THROUGH THE CONSTRUCTION AREA IF NECESSARY.

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ◀▶ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- X— CONSTRUCTION FENCE



07/20/2021

THE STANDARD AT
BLOOMINGTON
301 E BROWNSTONE DR
BLOOMINGTON IN 47408

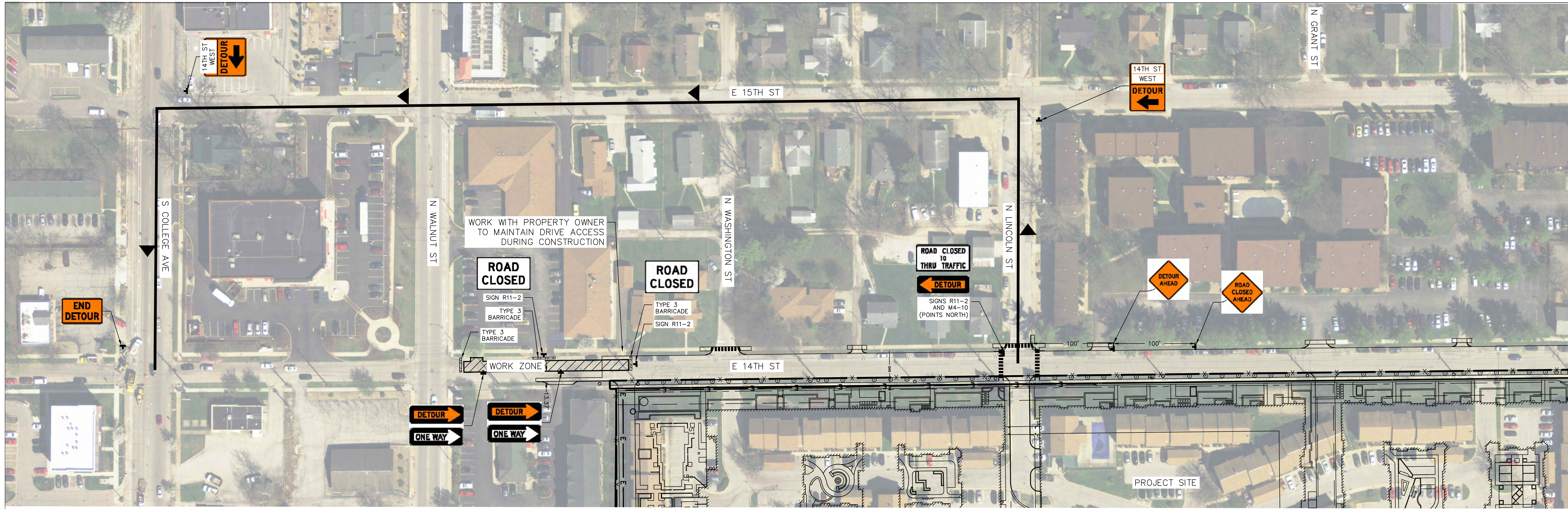
REVISIONS	BY	DATE

DESIGNED BY KCK, DJK	CHECKED BY KES	DATE 4/22/21
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JOB NUMBER
5919
SHEET
C801

DATE
08/17/2021

MOT PLAN FOR E
14TH ST CLOSURE
PHASE 1

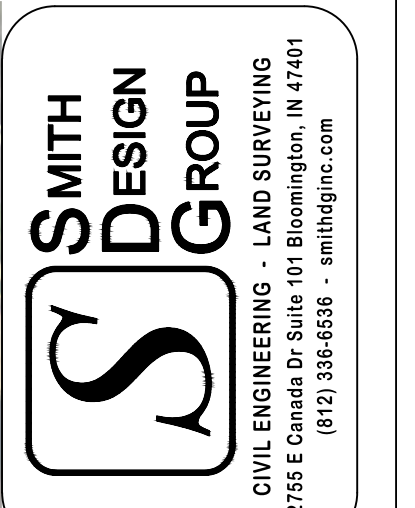


MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST PHASE 2 CLOSURE

CLOSURE DATES: NOT MORE THAN 30 DAYS AND NOT DURING THE E 14TH ST PHASE 1 OR 4 CLOSURES

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ◀ ▶ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- x— CONSTRUCTION FENCE



07/20/2021

THE STANDARD AT BLOOMINGTON
 301 E BROWNSTONE DR
 BLOOMINGTON IN 47408

REVISIONS	BY	DATE

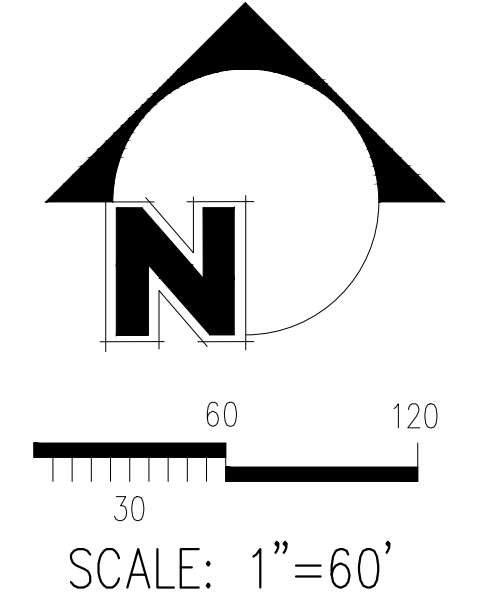
DESIGNED BY KCK, DJK	CHECKED BY KES	DATE 4/22/21
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JOB NUMBER
5919

SHEET
C802

DATE
08/17/2021

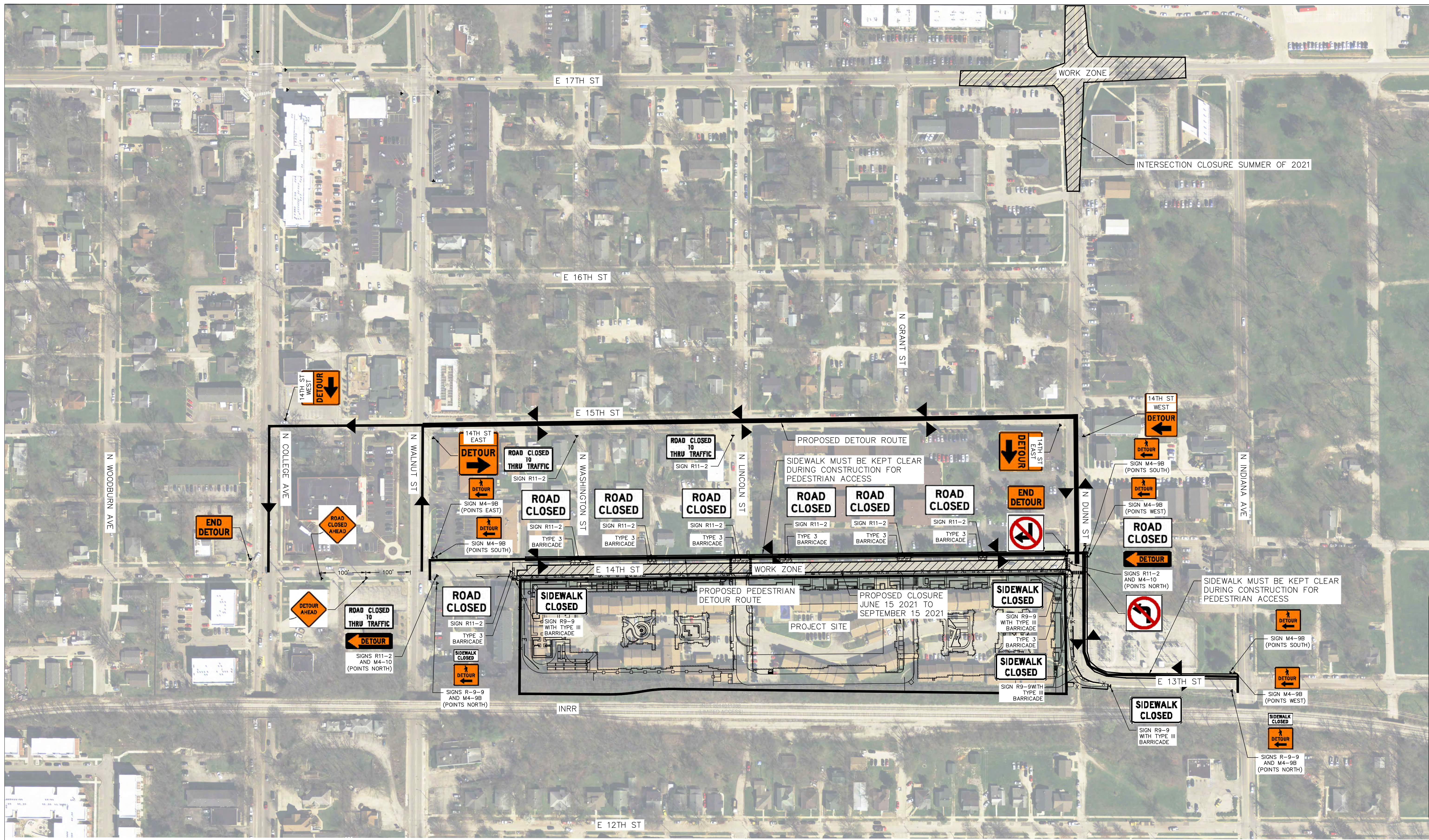
MOT PLAN FOR E 14TH ST CLOSURE PHASE 2



REVISIONS	BY	DATE

DESIGNED BY	KCK, DJK
DRAWN BY	KCK, DJK
CHECKED BY	KES
DATE	4/22/21

JOB NUMBER	5919
SHEET	C803
DATE	08/17/2021
MOT PLAN FOR E 14TH ST CLOSURE PHASE 4	

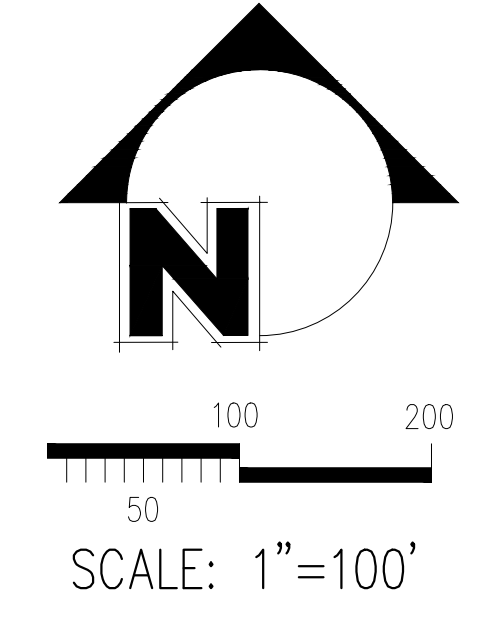


MAINTENANCE OF TRAFFIC PLAN DURING E 14TH ST FULL CLOSURE (PHASE 4)

CLOSURE DATES: NOT MORE THAN 30 DAYS AND NOT DURING THE PHASE 1 OR 2 E 14TH ST CLOSURES

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- LONGITUDINAL CHANNELIZING DEVICE
- ↔ DETOUR ROUTE WITH DIRECTIONAL ARROWS
- X— CONSTRUCTION FENCE



- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
 - (1) The specific location of all utilities already located in the right-of-way.
 - (2) The specific location of all signs already located in the right-of-way.
 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
 - (5) The specific location of all proposed utilities.
 - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>

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 - (3) The specific location of all structures already located in the right-of-way.
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
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Board of Public Works Staff Report

Project/Event: 2021 4th Street Garage Wayfinding Sign Project
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 08.17.2021

Report:

The 4th Street Garage is scheduled to open on the 23rd of August. Wayfinding signs for the interior of the facility shall match the current signage at all of our facilities. Staff requested and received the following quotes for the 4th Street Garage Wayfinding Sign Package:

Contractor	Bid Amount
Station 43 Design	\$ 11,175.00
Mikels Signs	No Response
Fast Signs	\$ 7,847.24

City of Bloomington Contract and Purchase Justification Form

Vendor: FastSigns

Contract Amount: \$7,847.24

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:	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:

Awarded due to lowest bid

Ryan Daily

Garage Manager

PW - Parking Services

Print/Type Name

Print/Type Title

Department

Created Date: 7/26/2021

DESCRIPTION: 4th Street Garage Wayfinding Sign Package

Bill To: City of Bloomington Parking Garages
220 N. Morton St.
Bloomington, IN 47404
US

Installed: City of Bloomington Parking Garages
4th St Parking Garage
105 W 4th St
Bloomington, IN 47404
US

Requested By: Jessica Goodman

Salesperson: Leighla Taylor

Email: goodmanj@bloomington.in.gov

Email: leighla.taylor@fastsigns.com

Work Phone: (812) 369-3622

Tax ID: 0036987180-010

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	6" x 96" Clearance Bars 8'2" at each exit - White Vinyl Post Sleeve Wrapped in Vinyl - With Reflective Text & Yellow bands	2	\$392.13	\$784.26
2	12"h x 18"w Dibond 3mm - Address Sign	2	\$32.50	\$65.00
3	12"h x 18"w Dibond 3mm - Riser Room	1	\$32.50	\$32.50
4	12"h x 18"w Dibond 3mm - Electrical Room	1	\$32.50	\$32.50
5	5" x 7" Dibond 3mm - Interior Elevator Address Sign	2	\$18.44	\$36.88
6	12"h x 18"w Dibond - Reserved	20	\$32.50	\$650.00
7	12"h x 18"w Dibond 3mm - Number Signs 1 - 20	20	\$32.50	\$650.00
8	18"h x 12"w Handicap Signs with Unistrut Posts for Extension	10	\$62.545	\$625.45
9	6"h x 12"w Dibond 3mm - Van Accessible	2	\$24.67	\$49.34
10	12"h x 18"w Dibond 3mm - 15 Min Parking	2	\$32.50	\$65.00
11	12"h x 18"w Dibond 3mm - Delivery Only	3	\$32.50	\$97.50
12	24"h x 18"w Dibond 3mm - Level Signs 2 - 7 (2 Stairwells)	24	\$57.3733	\$1,376.96
13	22"h x 30"w Dibond 3mm - Pay Here	1	\$93.06	\$93.06
14	22"h x 30"w Dibond 3mm - Pay on Foot Pay Here	1	\$93.06	\$93.06
15	11" x 17" Polystyrene - Elevator Out of Service	14	\$22.7264	\$318.17
16	11" x 17" - Elevator Out of Service Magnetic	2	\$33.78	\$67.56
17	12"h x 18"w Dibond 3mm - Storage	2	\$32.50	\$65.00
18	12"h x 18"w Dibond 3mm - Employees Only	2	\$32.50	\$65.00
19	12"h x 18"w Dibond 3mm - Bicycles Only	2	\$32.50	\$65.00
20	18"h x 12"w Dibond 3mm - Electric Vehicles Only	2	\$32.50	\$65.00

21	Incidental Allowance	1	\$1,000.00	\$1,000.00
22	Estimated Installation	1	\$1,550.00	\$1,550.00

Subtotal:	\$7,847.24
Taxes:	\$0.00
Grand Total:	\$7,847.24

This quote is valid for 30 days.

Terms & Conditions

Approval for this estimate must be received before work will begin. If a proof is required, production time starts after proof approval. Please notify your salesperson if you are under a deadline for your order.

Art & Color

Vector files are preferred in .ai, .eps, or .pdf. Please create outlines for any text and embed any images. Raster files will require a minimum of 75 dpi at actual size. If color is to be specific, please specify a PMS color from the solid coated library. If color must match an existing print, please provide a sample.

Payment Terms

A deposit is required at the time the order is placed with the balance due immediately upon receiving the completed order unless the customer is set up on terms. Terms can be established by approval of a credit application. We will notify you as soon as your order is built and ready for pick-up. Customer's credit card will be charged for any remaining balance if the sign is not picked up within 30 days from completion of the order.

Cancellation

Once the estimate has been approved by the customer and put into production, there is no cancellation policy for physical goods. Customer will be responsible for all production costs associated with the order and invoiced accordingly. For installations, we require at least 48 hours notice for cancellations or a cancellation fee may apply. We reserve the right to determine the point at which weather conditions become too adverse to continue work.

Vehicle Wraps/Graphics

In all estimates, we assume that the vehicle surfaces are clean and in good condition. Surfaces that are not clean and in good condition may require additional prep labor and fee may apply. All new paint must be properly cured (minimum 30 days) before vinyl installation.

Warranty

For vehicle wraps/graphics, the performance of any film is warranted by the manufacturer and we can provide product bulletins for the film being used on your vehicle upon request. For banners, signs, and all other product that FASTSIGNS manufacturers or installs, there are no manufacturers warranties implied. Please notify us of any defects immediately upon receipt or installation. Once the customer receives the finished product, customer assumes total and complete liability for the product.

Ordinance

Customer is responsible for inuring that all signage ordered will meet all state, county, city and community association ordinances. FASTSIGNS will not be responsible for any order placed that does not meet all ordinances.

SERVICE AGREEMENT BETWEEN PUBLIC WORKS DEPARTMENT AND FAST SIGNS

This Agreement, entered into on this 17th day of August, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and Fast Signs ("Contractor").

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: print and install parking and wayfinding signs for the 4th Street Garage. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before September 30th, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand, Eight Hundred and Forty-Seven Dollars and Twenty-Four Cents. (\$7,847.24) Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Contractor: Fast Signs, Attn: Leighla Taylor, 2454 S. Walnut Street, Bloomington IN 47404

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

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

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

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

CITY OF BLOOMINGTON

FASTSIGNS

Philippa M. Guthrie, Corporation Counsel

Leighla Taylor , Account Executive

Adam Wason, Director, Public Works Department

Dana Henke, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

~~**PRECISION CONCRETE, INC. FAST SIGNS**~~

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

CLEARANCE - 8'2"

6" x 96" Single Sided Clearance Bars

- White Vinyl Post Sleeves Wrapped in Cast Vinyl
 - Reflective Yellow Striping & Text Applied
- Qty 2

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Waiver of Liability Terms:

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Fastsigns accepts NO responsibility for errors found after printing.

SIGNOFF

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- Artwork has my approval with indicated changes. I DO NOT NEED ANOTHER LAYOUT.
- Please make indicated changes. I WISH TO SEE ANOTHER LAYOUT.

To approve proof please fax a signed copy to 812-287-8179 or respond in email stating "proof approved"

Name

Date



24" h x 18" w Dibond 3mm, SS
 Level Signs
 2 Stairwells, 2 Signs Per Level
 Qty 24 total

*Level 1 Signs not needed

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 or respond in email stating "proof approved"

 Name

 Date

18" x 12" Dibond 3mm, SS



5" h x 7" w Engraved Elevator Signs
 Engraved, Qty 2



Qty 2



Qty 2



Qty 2



Qty 10 - with Unistrut Posts



11" x 17"
 Qty 14 - Polystyrene
 Qty 2 - Magnets



6" h x 12" w Dibond 3mm, SS
 Qty 2

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 Name

 Date

12" x 18" Dibond 3mm, SS



Qty 2



Qty 2



Qty 3



Qty 20



Qty 1



Qty 1



Qty 2



Qty 20 (numbers 01 - 20)

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SIGNOFF

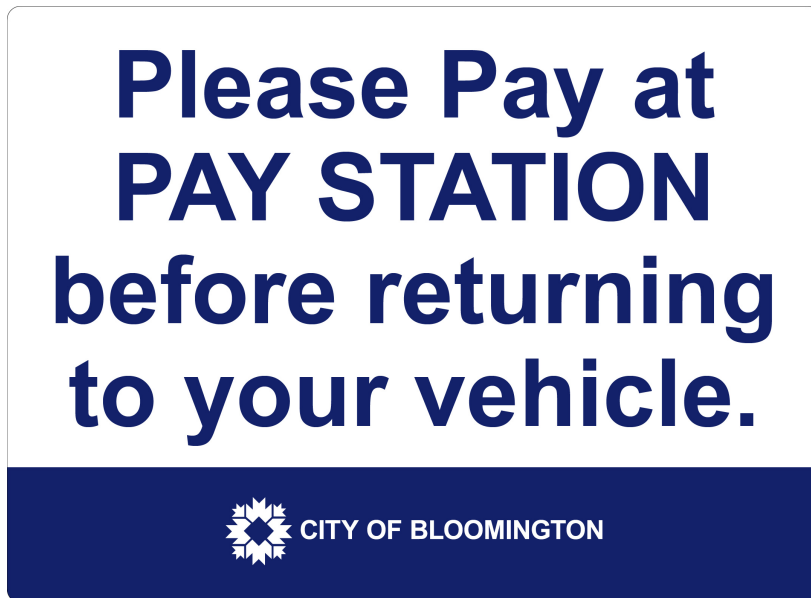
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- Please make indicated changes. I WISH TO SEE ANOTHER LAYOUT.

To approve proof please fax a signed copy to or respond in email stating "proof approved"

Name

Date

22" x 30" Dibond 3mm, SS



Qty 1



Qty 1

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Name Date



Board of Public Works Staff Report

Project/Event: Lower Cascades Project – N Old S 37
Petitioner/Representative: Public Works Department
Staff Representative: Adam Wason
Date: August 17, 2021

Report: The Department of Public Works/Street Department staff requested and received two bids for the Lower Cascades Project – N Old SR 37. The project consists of milling and resurfacing of asphalt pavement, installation of traffic calming, guard rail installation and pavement markings.

E&B Paving	\$160,550.00
Milestone Contractors, LP	\$179,292.90

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC

Contract Amount: \$ 160,550.00

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

PURCHASE INFORMATION

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

<input 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: 2

	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

E&B Paving, LLC \$160,550.00
Milestone Contractors, LP \$179,292.90

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

Lowest submitted bid

Adam Wason

Print/Type Name

Print/Type Title

Public Works Department

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E&B PAVING, LLC

FOR

LOWER CASCADES PROJECT – OLD SR 37 N

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and E&B PAVING, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for milling and resurfacing of asphalt pavement, installation of traffic calming, guard rail installation and pavement markings (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder 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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, 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.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. 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 or her own and all subcontracted employees, to City Engineer or his or her 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 Bid 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 or her 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 or her 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 or she 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 or her 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 or her 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 or her 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 or her Surety for his or her 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 Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed Operations)	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. 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. 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 Affirmative 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.

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 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.

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 or she 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 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 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 and Performance 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	E&B PAVING, LLC
Attn: Joe Van Deventer	Attn: Todd Hoops, Area Manager

P.O. Box 100 Suite 130	2520 W. Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

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 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

E&B PAVING, LLC

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"

Lower Cascades Project – N Old SR 37

This project shall include, but is not limited to, millings and resurfacing of asphalt pavement, installation of traffic calming, guard rail installation and pavement markings. All works shall be completed as shown on the plans and specifications included with the packet, and by the most recent INDOT Specifications.

ATTACHMENT 'B'

**BIDDER'S 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 Bidder'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 Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (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 Bidder certifies that as successful Bidder (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 Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder 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) _____

Date: _____, 20____

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: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

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

Commission #: _____

ATTACHMENT 'E'

"Unit Prices"

E&B PAVING BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	CONSTRUCTION ENGINEERING	1.000	LS	1,500.00	1,500.00
20	MOBILIZATION AND DEMOBILIZATION	1.000	LS	6,800.00	6,800.00
30	CLEARING RIGHT OF WAY	1.000	LS	1,000.00	1,000.00
40	COMPACTED AGGREGATE NO 53	19.000	TON	50.00	950.00
50	MILLING ASPHALT 1.5 IN	9,526.000	SYS	1.35	12,860.10
60	HMA SURFACE 9.5MM (TYPE B)	791.000	TON	73.00	57,743.00
70	JOINT ADHESIVE SURFACE	515.000	LFT	0.50	257.50
80	HMA WEDGE AND LEVEL (TYPE B)	29.000	TON	110.00	3,190.00
90	HMA SPEED CUSHION	22.000	EACH	1,700.00	37,400.00
100	ASPHALT FOR TACK COAT	9,526.000	SYS	0.20	1,905.20
110	GUARDRAIL MGS W-BEAM 6FT3IN SPACING	88.000	LFT	35.00	3,080.00
120	GUARDRAIL MGS W-BEAM CABLE TERM ANCHOR	1.000	EACH	2,400.00	2,400.00
130	GUARDRAIL END TREATMENT OS	1.000	EACH	4,650.00	4,650.00
140	MAINTAINING TRAFFIC	1.000	LS	5,862.20	5,862.20
150	SIGN POST SQ TYPE 2 REINFORCED ANCHOR BASE	24.000	LFT	32.00	768.00
160	SIGN SHEET ASSEMBLY RELOCATED	2.000	EACH	375.00	750.00
170	SIGN SHEET W/ LEGEND .1 IN THICKNESS	13.000	SFT	33.00	429.00
180	TRANS MARKING THERMO CROSSWALK WHITE 24"	100.000	LFT	11.50	1,150.00
190	LINE THERMO SOLID WHITE 4 IN	8,200.000	LFT	0.80	6,560.00
200	LINE THERMO SOLID YELLOW 4 IN	8,200.000	LFT	0.80	6,560.00
210	TRANS MARKING THERMO STOP LINE 24 IN	10.000	LFT	11.50	115.00
220	PMM THERMO SPEED CUSHION MARKING	22.000	EACH	210.00	4,620.00
	Bid Total				\$160,550.00

ESCROW AGREEMENT

Lower Cascades Project – N Old SR 37

THIS ESCROW AGREEMENT is made and entered into this 17 day of August, 2021, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E&B Paving, LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 17th day of August, 20 21, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

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

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

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

disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

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

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

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

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

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

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

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

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

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

financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

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

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

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

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

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Andrew Cibor, City Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____
Address: _____
City/State: _____
Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Dana Henke, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS

(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of August 17, 2021, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: Lower Cascades Project – N Old SR 37

Account Holder/Contractor: _____

Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Adam Wason, Public Works Director
City of Bloomington

By: _____

Printed Name: _____

Reviewed and Approved By:

Title: _____

Jeffrey Underwood, Controller
City of Bloomington

Escrow Agent
First Financial Bank

By: _____

Dated: _____

Printed Name and Title



Board of Public Works Claim Register

Invoice Date Range 08/04/21 - 08/20/21

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Hongwei Cai	01-refund adoption fee-feline-6/22/21		08/20/2021	75.00
Hannah Duke	01-refund adoption fee/rabbies vac-canine-7/10/21		08/20/2021	75.00
Sam Gentry	01-refund adoption fee/rabbies vac-6/18/21		08/20/2021	75.00
Jada Livingston	01-Return Animal		08/20/2021	55.00
Pam Quisenberry	01-Return Animal		08/20/2021	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 5 Transactions	<u>\$355.00</u>
Account 43442 - Equipment Deposits				
Robert Girard	01-Trap Return (two separate occasions)		08/20/2021	80.00
Lindsey Nelson	01-refund trap deposit-7/10/21		08/20/2021	40.00
Account 43442 - Equipment Deposits Totals			Invoice 2 Transactions	<u>\$120.00</u>
Account 43460 - Medical				
Hannah Duke	01-refund adoption fee/rabbies vac-canine-7/10/21		08/20/2021	15.00
Sam Gentry	01-refund adoption fee/rabbies vac-6/18/21		08/20/2021	15.00
Account 43460 - Medical Totals			Invoice 2 Transactions	<u>\$30.00</u>
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-7/30/21		08/20/2021	237.60



Board of Public Works Claim Register

Invoice Date Range 08/04/21 - 08/20/21

4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-7/23/21	08/20/2021	104.41
3929 - IDEXX Laboratories, INC	01-Parvo diagnostic tests	08/20/2021	272.00
4574 - John Deere Financial (Rural King)	01-puppy food-2 15.5 lb bags/2 30 lb bags-8/2/21	08/20/2021	169.96
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-7/29/21	08/20/2021	249.50
4633 - Midwest Veterinary Supply, INC	01-guinea pig food-7/19/21	08/20/2021	5.58
4633 - Midwest Veterinary Supply, INC	01-rabbit food-7/19/21	08/20/2021	17.65
4633 - Midwest Veterinary Supply, INC	01-pain management meds-7/19/21	08/20/2021	44.35
4633 - Midwest Veterinary Supply, INC	01-syringes-7/19/21	08/20/2021	156.40
4633 - Midwest Veterinary Supply, INC	01-medications, disinfectant wipes-7/19/21	08/20/2021	584.94
4666 - Zoetis, INC	01-Felocell 3 RCP 25	08/20/2021	384.00
4666 - Zoetis, INC	01-canine vaccines	08/20/2021	764.35
Account 52210 - Institutional Supplies Totals		Invoice 12 Transactions	<u>\$2,990.74</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-key holder	08/20/2021	1.79
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	<u>\$1.79</u>
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-sheet & fold towels-7/23/21	08/20/2021	88.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1 Transactions	<u>\$88.00</u>
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-7/22/21	08/20/2021	1,209.75
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-7/12-7/28/21	08/20/2021	3,879.00



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		Account 53130 - Medical Totals	Invoice 2 Transactions	\$5,088.75
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-7/26/21		08/20/2021	22.82
		Account 53220 - Postage Totals	Invoice 1 Transactions	\$22.82
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-ACC-mowing July 2021 (4 x's)	BC 2020-71	08/20/2021	480.00
		Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$480.00
		Program 010000 - Main Totals	Invoice 27 Transactions	\$9,177.10
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
175 - Monroe County Humane Association, INC	01-bloodwork-7/27/21		08/20/2021	341.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-7/27/21		08/20/2021	467.20
		Account 53130 - Medical Totals	Invoice 2 Transactions	\$808.70
		Program 010001 - Donations Over \$5K Totals	Invoice 2 Transactions	\$808.70
		Department 01 - Animal Shelter Totals	Invoice 29 Transactions	\$9,985.80
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Mindee Tamber	26-over payment on pkg citation #21202402233		08/20/2021	30.00
		Account 46060 - Other Violations Totals	Invoice 1 Transactions	\$30.00
Account 52420 - Other Supplies				



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651 - Engraving & Stamp Center, INC	02-Signature Stamp for Dana Henke	08/20/2021	30.95
5819 - Synchrony Bank	02 Innovation Leafing Pilot Supplies,INV# 466647877739	08/20/2021	29.71
5819 - Synchrony Bank	02- 100 STAKE 12 X9 IN X 9 GAUG, INV# 438863878867	08/20/2021	54.99
5819 - Synchrony Bank	02 Innovation Leafing Pilot Supplies, INV# 858896388633	08/20/2021	311.60
	Account 52420 - Other Supplies Totals	Invoice 4	<u>\$427.25</u>
Account 53210 - Telephone		Transactions	
1079 - AT&T	02-Radio circuits-phone charges 6/29-7/28/21	08/04/2021	181.19
	Account 53210 - Telephone Totals	Invoice 1	<u>\$181.19</u>
Account 53410 - Liability / Casualty Premiums		Transactions	
1847 - Hylant of Indianapolis, LLC	02-Audit for Business Auto 2020-2021-PW pay	08/20/2021	19,294.90
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	<u>\$19,294.90</u>
Account 54510 - Other Capital Outlays		Transactions	
6070 - 72 Hour LLC (National Auto Fleet Group)	20 2020 Ford Super Duty F450 DRW XI 4WD Reg Cab w/equipment	08/20/2021	13,996.36
	Account 54510 - Other Capital Outlays Totals	Invoice 1	<u>\$13,996.36</u>
	Program 020000 - Main Totals	Invoice 8	<u>\$33,929.70</u>
	Department 02 - Public Works Totals	Invoice 8	<u>\$33,929.70</u>
Department 03 - City Clerk		Transactions	
Program 030000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	123.30
	Account 53210 - Telephone Totals	Invoice 1	<u>\$123.30</u>
		Transactions	



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Account 53230 - Travel

5461 - F Nicole Bolden	03-AIM-BOD meeting-mileage/per diem-7/27-7/28/21	08/20/2021	216.60
3560 - First Financial Bank / Credit Cards	03-AIM board of directors meeting-hotel-7/27/21	08/20/2021	85.00
Account 53230 - Travel Totals		Invoice 2 Transactions	\$301.60

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-originally given \$14.22 as CR-applied to wrong acct	08/20/2021	14.22
Account 53320 - Advertising Totals		Invoice 1 Transactions	\$14.22
Program 030000 - Main Totals		Invoice 4 Transactions	\$439.12
Department 03 - City Clerk Totals		Invoice 4 Transactions	\$439.12

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	04-Bloomington Bagels Groceries for Employability Session	08/20/2021	27.80
3560 - First Financial Bank / Credit Cards	04-Crescent Donut Groceries for Employability Session	08/20/2021	24.12
7482 - Jane G Kupersmith	04-Reimbursement for Kroger Groceries for Employability Session	08/20/2021	110.47
7482 - Jane G Kupersmith	04-Reimbursement for Co-op Groceries for Employability Session	08/20/2021	5.65
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	\$168.04

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	41.10
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$41.10

Account 53910 - Dues and Subscriptions



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53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	08/20/2021	18.32
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<u>\$18.32</u>
Account 53960 - Grants			
6590 - Artisan Alley, LTD	04-2021 Spring BAC Arts Grant Award	08/20/2021	4,000.00
1138 - BCT Management, INC	04-2021 Spring BAC Arts Grant Award	08/20/2021	2,000.00
13433 - Cardinal Stage Company, INC	04-2021 Spring BAC Arts Grant Award	08/20/2021	3,500.00
7141 - Fourth Street Festival of the Arts & Crafts	04-2021 Spring BAC Arts Grant Award	08/20/2021	2,000.00
992 - Lotus Education & Arts Foundation, INC	04-2021 Spring BAC Arts Grant Award	08/20/2021	2,500.00
7806 - Leighann Daihl Ragusa	04-2021 Spring BAC Arts Grant Award - Ragusa	08/20/2021	1,500.00
3946 - Writers Guild at Bloomington, INC	04-2021 Spring BAC Arts Grant Award	08/20/2021	1,500.00
	Account 53960 - Grants Totals	Invoice 7 Transactions	<u>\$17,000.00</u>
Account 53970 - Mayor's Promotion of Business			
3560 - First Financial Bank / Credit Cards	04-Squarespace Renewal for Paper Pavilions Domain	08/20/2021	20.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	<u>\$20.00</u>
	Program 040000 - Main Totals	Invoice 14 Transactions	<u>\$17,247.46</u>
Program 04RCVR - Recover Foward			
Account 53960 - Grants			
223 - Duke Energy	04-120 S. Walnut-Waldron-elec chgs 7/1-8/2/21	08/11/2021	1,150.86
222 - Vectren	04-Waldron-120 S. Walnut-gas bill 7/1-8/2/21	08/11/2021	46.00
7840 - Clean Energy Federal Credit Union	04-	08/20/2021	105,000.00
421 - Centerstone Of Indiana, INC	19 - DPW Partnership-June 2021	BC 2020-80 08/20/2021	10,180.36



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Account 53960 - Grants Totals	Invoice 4	\$116,377.22
	Transactions	
Program 04RCVR - Recover Foward Totals	Invoice 4	\$116,377.22
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 18	\$133,624.68
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	06-Subscription for Monthly Payroll Information	08/20/2021	299.00
3560 - First Financial Bank / Credit Cards	06-AICPA Membership - Underwood	08/20/2021	750.00
1125 - Standard and Poors, LLC (S&P Global Ratings)	06-CUSIP number for bonds	08/20/2021	91.00
1125 - Standard and Poors, LLC (S&P Global Ratings)	06-CUSIP number for bonds	08/20/2021	91.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 4	\$1,231.00
		Transactions	

Account **53990 - Other Services and Charges**

5648 - Reedy Financial Group, PC	06-Financial Consulting	08/20/2021	5,091.95
5648 - Reedy Financial Group, PC	06-Annexation Consulting	08/20/2021	7,032.40
5648 - Reedy Financial Group, PC	06-TIF Consulting	08/20/2021	6,627.65
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$18,752.00
		Transactions	
	Program 060000 - Main Totals	Invoice 7	\$19,983.00
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 7	\$19,983.00
		Transactions	

Department **07 - Engineering**

Program **070000 - Main**

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	389.55
	Account 53210 - Telephone Totals	Invoice 1	<u>\$389.55</u>
Account 53910 - Dues and Subscriptions		Transactions	
3560 - First Financial Bank / Credit Cards	07-doxpop mo. subscription 7/13/21 (Eng)_public records access	08/20/2021	15.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$15.00</u>
	Program 070000 - Main Totals	Transactions	
	Department 07 - Engineering Totals	Invoice 2	<u>\$404.55</u>
		Transactions	
Department 09 - CFRD		Invoice 2	<u>\$404.55</u>
Program 090000 - Main		Transactions	
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	09-Pure Buttons-vaccinated Volunteer Buttons (5,200)-inc s/h	08/20/2021	1,068.98
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$1,068.98</u>
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	41.10
	Account 53210 - Telephone Totals	Invoice 1	<u>\$41.10</u>
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	09-10 Under 40 Awards--ticket-S. Moss	08/20/2021	25.00
3560 - First Financial Bank / Credit Cards	09-Paddle.net-refund for sales tax that was charged	08/20/2021	(8.39)
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$16.61</u>
	Program 090000 - Main Totals	Transactions	
	Department 09 - CFRD Totals	Invoice 4	<u>\$1,126.69</u>
		Transactions	
		Invoice 4	<u>\$1,126.69</u>
		Transactions	



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Department 10 - Legal

Program 100000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	10-invisible tape	08/20/2021	17.18
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$17.18</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	10-Ethics Triangle Webcast, IN Law Update bundle	08/20/2021	660.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$660.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 2	<u>\$677.18</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 2	<u>\$677.18</u>
		Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 53310 - Printing

3560 - First Financial Bank / Credit Cards	11-flyers for pizza boxes 1000 Households Who Mulch	08/20/2021	82.41
	Account 53310 - Printing Totals	Invoice 1	<u>\$82.41</u>
		Transactions	

Account 53320 - Advertising

50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad for August/September issue	08/20/2021	1,134.00
	Account 53320 - Advertising Totals	Invoice 1	<u>\$1,134.00</u>
		Transactions	

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	11-mayor's registration for 10 Under 40 Awards	08/20/2021	25.00
3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	08/20/2021	39.99



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3560 - First Financial Bank / Credit Cards	11-Lucidchart monthly subscription	08/20/2021	9.95
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	08/20/2021	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 4	<u>\$93.26</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	11-fiverr for logo file repair	08/20/2021	41.66
3560 - First Financial Bank / Credit Cards	11-refund fiverr for logo file repair	08/20/2021	(41.66)
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 7/1	08/20/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 7/12	08/20/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 7/19	08/20/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 7/26	08/20/2021	5.00
Account 53990 - Other Services and Charges Totals		Invoice 6	<u>\$20.00</u>
		Transactions	
Program 110000 - Main Totals		Invoice 12	<u>\$1,329.67</u>
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 12	<u>\$1,329.67</u>
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	12-banker boxes \$53.64	08/20/2021	53.64
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$53.64</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	24.11
Account 53210 - Telephone Totals		Invoice 1	<u>\$24.11</u>
		Transactions	



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Account 53990 - Other Services and Charges

7837 - Kantola Training Solutions LLC	12-Kantola Training Solutions \$12,000	08/20/2021	12,000.00
6099 - Safe Hiring Solutions	12-out of state background checks \$207.45	08/20/2021	207.45
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$12,207.45</u>
		Transactions	
Program 120000 - Main Totals		Invoice 4	<u>\$12,285.20</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 4	<u>\$12,285.20</u>
		Transactions	

Department 13 - Planning

Program 130000 - Main

Account 43310 - Application Fee

RealAmerica Development, LLC	13-refund BZA filing fee-Case V-15-21-1730 S. Walnut	08/20/2021	500.00
Ellee Spier	13-refund BZA filing fee-CU/V-14-21-2110 E. Covenanter-withdrawn	08/20/2021	100.00
Account 43310 - Application Fee Totals		Invoice 2	<u>\$600.00</u>
		Transactions	

Account 52420 - Other Supplies

5819 - Synchrony Bank	13-Safety Hard Hat-Zoning Compliance Planner, Gabriel Holbrow	08/20/2021	13.61
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$13.61</u>
		Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	369.90
Account 53210 - Telephone Totals		Invoice 1	<u>\$369.90</u>
		Transactions	

Account 53910 - Dues and Subscriptions

3920 - Association Of Pedestrian & Bicycle Professionals	13-Membership renewal (M. Rickbeil)_8/21/21 thru 8/21/22	08/20/2021	50.00
3560 - First Financial Bank / Credit Cards	13-APA and IN Chapter Dues (Eric Greulich)_4/1/21--3/31/22	08/20/2021	347.00



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Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$397.00
Account 53990 - Other Services and Charges		Transactions	
7547 - CallNet Call Center Services INC	13-Answering Service - Usage Date: 6-21-21 thru 7-18-21	08/20/2021	395.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$395.00
Program 130000 - Main Totals		Transactions	
		Invoice 7	\$1,775.51
Program 132000 - MPO		Transactions	
Account 53990 - Other Services and Charges			
50910 - Caliper Corporation	13-TransCAD Standard-1YR_Support from 8-31-21 to 8/31/22	08/20/2021	1,500.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$1,500.00
Program 132000 - MPO Totals		Transactions	
Department 13 - Planning Totals		Invoice 1	\$1,500.00
		Transactions	
		Invoice 8	\$3,275.51
Department 19 - Facilities Maintenance		Transactions	
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
2005 - Bloomington Speedway Mulch, INC	19 - inv# 24565, jaguar Grass Seed for homeless camp cleanup	08/20/2021	12.99
394 - Kleindorfer Hardware & Variety	19- 3 spray paint and a spray can sprayer @ City Hall	08/20/2021	13.76
394 - Kleindorfer Hardware & Variety	19- 2 signs and 1 Utility knife for City Hall	08/20/2021	12.37
394 - Kleindorfer Hardware & Variety	19- pocket knife and folding utility knife for City Hall	08/20/2021	22.48
394 - Kleindorfer Hardware & Variety	19- 3 wasp sprays, (4) 4' Roller Handles and 3 Plastic Pails	08/20/2021	33.77
394 - Kleindorfer Hardware & Variety	19- 2 stencils, a broom and a dust pan for City Hall	08/20/2021	69.97
394 - Kleindorfer Hardware & Variety	19-Credit-return of bushing	08/20/2021	(9.99)



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394 - Kleindorfer Hardware & Variety	19-2 x 1 1/2 bushing		08/20/2021	9.99
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Account 52310 - Building Materials and Supplies Totals	Invoice 8 Transactions	\$165.34
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Account 52430 - Uniforms and Tools

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees, INV# 001824944549	BC 2009-52	08/20/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees-7/8/21	BC 2009-52	08/20/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees-7/1/21	BC 2009-52	08/20/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facilities Employees-4/22/21	BC 2009-52	08/20/2021	35.43

Account 52430 - Uniforms and Tools Totals	Invoice 4 Transactions	\$141.72
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Account 53610 - Building Repairs

4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing-July 2021 (4 x's)	BC 2020-71	08/20/2021	200.00
4483 - City Lawn Corporation	19-2nd & Weimer-mowing 7/9 & 7/28/21	BC 2020-71	08/20/2021	70.00
4483 - City Lawn Corporation	19-1910 W. 3rd-mowing July 2021 (4 x's)	BC 2020-71	08/20/2021	160.00
4483 - City Lawn Corporation	19-City Hall-mowing July 2021 (5 x's)	BC 2020-71	08/20/2021	75.00
4483 - City Lawn Corporation	19-Tapp & Rockport-mowing July 2021 (2 x's)	BC 2020-71	08/20/2021	70.00
321 - Harrell Fish, INC (HFI)	19-City Hall-quarterly PM-August 2021	BC 2020-75	08/20/2021	1,968.00
334 - Irving Materials, INC	19- Concrete for Steps @ Yancy Lane	BC 2021-36	08/20/2021	570.00
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services for July 2021 for Animal Care, Inv-33176	BC 2020-102	08/20/2021	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19 - July 2021 cleaning services for City Hall, Inv-33172	BC 2020-102	08/20/2021	13,113.66
6688 - SSW Enterprises, LLC (Office Pride)	19 - Office cleaning for Fleet Maint. Garage, Inv-33173	BC 2020-102	08/20/2021	1,041.60
6688 - SSW Enterprises, LLC (Office Pride)	19 - Cleaning for Sanitation Garage for July 2021, Inv-33174	BC 2020-102	08/20/2021	805.29
6688 - SSW Enterprises, LLC (Office Pride)	19 - cleaning for Street & Traffic for July 2021, Inv-33175	BC 2020-102	08/20/2021	1,598.31



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Account 53610 - Building Repairs Totals		Invoice 12	\$21,063.12
		Transactions	
Account 53990 - Other Services and Charges			
60 - Monroe County Solid Waste Management District	19-Disposal Fluorescent Tubes and U-tubes, Cricline&Compacts	08/20/2021	33.43
Account 53990 - Other Services and Charges Totals		Invoice 1	\$33.43
		Transactions	
Program 190000 - Main Totals		Invoice 25	\$21,403.61
		Transactions	
Department 19 - Facilities Maintenance Totals		Invoice 25	\$21,403.61
		Transactions	
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	28 - Two Ricco Bello notebooks - Mike Crump	08/20/2021	15.98
Account 52110 - Office Supplies Totals		Invoice 1	\$15.98
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	28 - Two Udemy courses - Seth Tierney	08/20/2021	27.98
Account 53160 - Instruction Totals		Invoice 1	\$27.98
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	439.50
1079 - AT&T	28-phone charges 6/20-7/19/21-#812 339-2261 261 1	08/11/2021	5,882.17
Account 53210 - Telephone Totals		Invoice 2	\$6,321.67
		Transactions	
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	28 - Solid state drive, 8TB hard drive - GIS server	08/20/2021	4,033.86
3989 - Ricoh USA, INC	28 - Police Admin, BFD, Blucher-6/17-7/16/21	08/20/2021	48.00



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3989 - Ricoh USA, INC	28 - Copier maintenance MAIN bill -6/17-7/16/21	08/20/2021	1,279.62
Account 53640 - Hardware and Software Maintenance Totals		Invoice 3 Transactions	<u>\$5,361.48</u>
Account 53910 - Dues and Subscriptions			
6222 - Apple, INC	28 - G-Tech G Drive & MS Office - M.C. Carmichael	08/20/2021	249.95
3560 - First Financial Bank / Credit Cards	28 - Google domain fee bloomingtonvolunteernetwork.org	08/20/2021	12.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 participants, 500 GB record, webinar 7/20-8/19/21	08/20/2021	430.00
3560 - First Financial Bank / Credit Cards	28-bloomingtonrevealed.com-annual fee-7/26/21- 7/26/22	08/20/2021	216.00
3560 - First Financial Bank / Credit Cards	28 - Google APIs July 1-31, 2021	08/20/2021	84.90
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly July 27th-Aug. 27th, 2021	08/20/2021	119.00
3560 - First Financial Bank / Credit Cards	28 - Survey Monkey Standard Annual Plan 7/27/21- 7/26/22	08/20/2021	372.00
3560 - First Financial Bank / Credit Cards	28 - Zoho Site 24x7 monthly subscription 7/27- 8/26/21	08/20/2021	39.00
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription July 2021	08/20/2021	69.95
53442 - Paragon Micro, INC	28 - VMWare Support and Subscription Basic 7/21/21-7/20/22	08/20/2021	4,436.87
7344 - Periodic INC	28 - Overage charges based on usage - 4/23- 7/24/21	08/20/2021	355.50
Account 53910 - Dues and Subscriptions Totals		Invoice 11 Transactions	<u>\$6,385.17</u>
Account 54420 - Purchase of Equipment			
6222 - Apple, INC	28 - G-Tech G Drive & MS Office - M.C. Carmichael	08/20/2021	99.95
53442 - Paragon Micro, INC	28 - Dell 22 inch monitor for Kaisa Goodman	08/20/2021	237.99
53442 - Paragon Micro, INC	28 - Microsoft Ergonomic Keyboard - Heather Whitlow	08/20/2021	42.99
53442 - Paragon Micro, INC	28 - Dell 22 inch monitor for Laura Petitt	08/20/2021	237.99
5819 - Synchrony Bank	28 - Universal table top TV stand for Council Chambers/atrium	08/20/2021	28.99



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5819 - Synchrony Bank	28 - 5, 2-pack HDMI cable 6ft	08/20/2021	54.95
5819 - Synchrony Bank	28-2 USB C to HDMI cables 6ft	08/20/2021	19.98
5819 - Synchrony Bank	28 - CAT6 plenum cable 1000ft	08/20/2021	162.99
Account 54420 - Purchase of Equipment Totals		Invoice 8	<u>\$885.83</u>
		Transactions	
Program 280000 - Main Totals		Invoice 26	<u>\$18,998.11</u>
		Transactions	
Department 28 - ITS Totals		Invoice 26	<u>\$18,998.11</u>
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 149	<u>\$257,462.82</u>
		Transactions	
 Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
242 - Amethyst House, INC	15-JH2021 Grant-322 W 2nd-support flooring	08/20/2021	12,200.00
7823 - dba The Persisterhood Wo Meader (The Persisterhood Workshop, INC)	15-JH21 Grant-claim reimbursement-7/21-9/6/21	08/20/2021	1,982.80
Account 53960 - Grants Totals		Invoice 2	<u>\$14,182.80</u>
		Transactions	
Program 050000 - Main Totals		Invoice 2	<u>\$14,182.80</u>
		Transactions	
 Program 05RCVR - Recover Forward			
Account 53960 - Grants			
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH21 Grant-utilities assistance to 11 recipients-Inv #1	08/20/2021	2,968.09
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH21 Grant-utilities assistance to 12 recipients-Inv #2	08/20/2021	3,445.56
Account 53960 - Grants Totals		Invoice 2	<u>\$6,413.65</u>
		Transactions	
Program 05RCVR - Recover Forward Totals		Invoice 2	<u>\$6,413.65</u>
		Transactions	



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Fund 312 - Community Services

Department 09 - CFRD

Program 090004 - Com Serv- Accessibility

Account 53990 - Other Services and Charges

4549 - Kroger Limited Partnership I	09-ADA Anniversary Celebration-juice, clif bars-7/28/21	08/20/2021	29.24
4549 - Kroger Limited Partnership I	09-ADA Anniversary Celebration-balloons-7/28/21	08/20/2021	44.97

Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$74.21</u>
Program 090004 - Com Serv- Accessibility Totals	Transactions	
	Invoice 2	<u>\$74.21</u>
	Transactions	

Program 090016 - Com Serv - Safe & Civil

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	09-Jotform bronze monthly subscription-S. Moss	08/20/2021	19.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$19.00</u>
Program 090016 - Com Serv - Safe & Civil Totals	Transactions	
	Invoice 1	<u>\$19.00</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 3	<u>\$93.21</u>
Fund 312 - Community Services Totals	Transactions	
	Invoice 3	<u>\$93.21</u>
	Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53750 - Rentals - Other



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12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Aug 2021-inc temp FD	08/04/2021	1,614.27
	Account 53750 - Rentals - Other Totals	Invoice 1	<u>\$1,614.27</u>
	Program 254000 - Infrastructure Totals	Transactions Invoice 1	<u>\$1,614.27</u>
		Transactions	
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 7/27-8/26/21	08/04/2021	108.35
4170 - Comcast Cable Communications, INC	25-401 N Morton-Internet Services August 2021	08/04/2021	183.40
12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Aug 2021-inc temp FD	08/04/2021	1,375.00
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-internet & TV-7/21-8/20/20	08/11/2021	149.05
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-internet & TV-8/21-9/20/21	08/11/2021	159.05
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-7/1-7/31/21	08/20/2021	65.00
	Account 53150 - Communications Contract Totals	Invoice 6	<u>\$2,039.85</u>
	Program 256000 - Services Totals	Transactions Invoice 6	<u>\$2,039.85</u>
	Department 25 - Telecommunications Totals	Transactions Invoice 7	<u>\$3,654.12</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Transactions Invoice 7	<u>\$3,654.12</u>
		Transactions	
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-100 S. Adams (3rd/5th/Adams) Signal-elec. chgs 6/24-7/26/21	08/04/2021	50.47
223 - Duke Energy	02-W 11th (Fairview & Fountain)-install & elec chgs 6/23-7/22/21	BC 2021-10 08/04/2021	6,922.36



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223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 6/28-7/28/21	BC 2021-51	08/11/2021	10.85
223 - Duke Energy	02-W. 17th St Reconstruction Proj.-6/29-7/29/21	BC 2019-15	08/11/2021	97.80

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 4		\$7,081.48
	Transactions		
Program 200000 - Main Totals	Invoice 4		\$7,081.48
	Transactions		
Department 20 - Street Totals	Invoice 4		\$7,081.48
	Transactions		
Fund 450 - Local Road and Street(S0706) Totals	Invoice 4		\$7,081.48
	Transactions		

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-gloves, tape measure-7/30/21		08/20/2021	14.84
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Account 52210 - Institutional Supplies Totals	Invoice 1		\$14.84
	Transactions		

Account **52420 - Other Supplies**

4574 - John Deere Financial (Rural King)	20-18" Owl Rotating heads for Kirkwood Ave		08/20/2021	79.96
294 - All-Phase Electric Supply, INC	20-Lamp 400W for Convention Center light		08/20/2021	27.08
294 - All-Phase Electric Supply, INC	20-105-305V lamps for street lights		08/20/2021	44.24
294 - All-Phase Electric Supply, INC	20-CLR lamp for Convention Center lights		08/20/2021	135.90
409 - Black Lumber Co. INC	20-10th & IN-fuel spill-quikrete (8 bags)-7/27/21		08/20/2021	139.92
409 - Black Lumber Co. INC	20-SW repairs-lumber-8/3/21		08/20/2021	86.01
394 - Kleindorfer Hardware & Variety	20-N. Walnut & Old 37 guardrail-4 cans wasp & hornet spray		08/20/2021	23.92
336 - Southside Rental Center, INC	20-2 Diamond blades for saw		08/20/2021	239.90



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5819 - Synchrony Bank	20-Batteries for pagers	08/20/2021	21.98
2096 - West Side Tractor Sales CO.	20-2 bulbs for tree crew equipment	08/20/2021	15.48
	Account 52420 - Other Supplies Totals	Invoice 10	<u>\$814.39</u>
		Transactions	
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-D. James-DS DOT 5 Panel E Screen-7/1/21	08/20/2021	47.00
231 - IU Health OCC Health Services	20-J. Ingalls-DS DOT 5 Panel E Screen testing-7/1/21	08/20/2021	47.00
231 - IU Health OCC Health Services	20-T. Carroll-DS DOT 5 Panel E Screen testing-6/30/21	08/20/2021	30.00
	Account 53130 - Medical Totals	Invoice 3	<u>\$124.00</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	42.50
	Account 53210 - Telephone Totals	Invoice 1	<u>\$42.50</u>
		Transactions	
Account 53230 - Travel			
5629 - Daniel Bitner	20-per diem/hotel-IMSA Training-Columbus-8/1-8/3/21	08/20/2021	513.26
6081 - Freddie J Love	20-per diem-IMSA Training-Columbus-8/1-8/3/21	08/20/2021	102.00
	Account 53230 - Travel Totals	Invoice 2	<u>\$615.26</u>
		Transactions	
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-September 2021	08/20/2021	87.26
	Account 53250 - Pagers Totals	Invoice 1	<u>\$87.26</u>
		Transactions	
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	20-Insurance Premium for Allen Street Building 2021	08/20/2021	569.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	<u>\$569.00</u>
		Transactions	



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/28/21		08/20/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/28/21	BC 2009-52	08/20/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/4/21		08/20/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/4/21	BC 2009-52	08/20/2021	10.91
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4 Transactions	\$90.38

Account 53990 - Other Services and Charges

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-composting service-2 loads brush-7/27/21 (truck #433)		08/20/2021	44.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-July 2021-933 tickets		08/20/2021	886.35
231 - IU Health OCC Health Services	20-T. Carroll-DS DOT 5 Panel E Screen testing- 6/30/21		08/20/2021	17.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-7/13/21		08/20/2021	170.00
Account 53990 - Other Services and Charges Totals			Invoice 4 Transactions	\$1,117.35

Account 54420 - Purchase of Equipment

6070 - 72 Hour LLC (National Auto Fleet Group)	20 2020 Ford Super Duty F450 DRW XI 4WD Reg Cab w/equipment		08/20/2021	30,588.00
Account 54420 - Purchase of Equipment Totals			Invoice 1 Transactions	\$30,588.00
Program 200000 - Main Totals			Invoice 28 Transactions	\$34,062.98
Department 20 - Street Totals			Invoice 28 Transactions	\$34,062.98
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 28 Transactions	\$34,062.98

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main



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Account 43160 - Lot/Garage Leases - Annual

Wrenn Milbourn	26-Parkaing was charged during July, however had been cancelled	08/20/2021	56.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 1	<u>\$56.00</u>
		Transactions	

Account 52210 - Institutional Supplies

4574 - John Deere Financial (Rural King)	26-Garage Supplies, Swiffer refill, Cat Litter, Clorox Wipes	08/20/2021	29.75
Account 52210 - Institutional Supplies Totals		Invoice 1	<u>\$29.75</u>
		Transactions	

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	26-2 spay bottles for Parking Facilities	08/20/2021	12.98
Account 52310 - Building Materials and Supplies Totals		Invoice 1	<u>\$12.98</u>
		Transactions	

Account 52340 - Other Repairs and Maintenance

6945 - Bruce Norton (Station 43 Design)	19- various Signs for Trades District Garage, Inv# 273612	08/20/2021	565.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$565.00</u>
		Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	123.30
Account 53210 - Telephone Totals		Invoice 1	<u>\$123.30</u>
		Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	26-105 W. 4th St Garage-elec. chgs 6/28-7/28/21	08/11/2021	498.65
Account 53510 - Electrical Services Totals		Invoice 1	<u>\$498.65</u>
		Transactions	

Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC	26- Plumbing Repairs @ Morton Garage: INV# 721.80121	BC 2021-20	08/20/2021	3,971.40
6378 - ANN-KRISS, LLC	26- Exterior Repairs @ Walnut Garage Ceiling Patch & Paint	BC 2021-20	08/20/2021	2,144.66



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6197 - CE Solutions, INC	26-Morton Street Garage Repair Project, Inv# 20-109.1-4	BC 2021-21	08/20/2021	5,981.20
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities	BC 2021-23	08/20/2021	1,154.15
Account 53610 - Building Repairs Totals			Invoice 4 Transactions	<u>\$13,251.41</u>
Account 53640 - Hardware and Software Maintenance				
3397 - Evens Time, INC	19- Walnut Street Garage Replace Gate Arm, inv# 6934		08/20/2021	250.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 1 Transactions	<u>\$250.00</u>
Account 53650 - Other Repairs				
3397 - Evens Time, INC	26-Repair Gate Arm @ Walnut Garage, inv# 7116		08/20/2021	360.99
CE Solutions	26-Repair Walnut Garage Gate for Damage, Inv# 7129		08/20/2021	410.99
Account 53650 - Other Repairs Totals			Invoice 2 Transactions	<u>\$771.98</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage- September 2021 garage rent		08/20/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-September 2021 garage rent		08/20/2021	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	<u>\$55,860.64</u>
Program 260000 - Main Totals			Invoice 15 Transactions	<u>\$71,419.71</u>
Department 26 - Parking Totals			Invoice 15 Transactions	<u>\$71,419.71</u>
Fund 452 - Parking Facilities(S9502) Totals			Invoice 15 Transactions	<u>\$71,419.71</u>
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 43170.0005 - Residential Neighborhood Permits Zone # 5				



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Mary Bone	26-refund cost-3 reserved spaces-not needed- minus processing fee		08/20/2021	120.00
Gabrielle Brandwene	26-refund payment-visitor pass Zone 5-already issued one		08/20/2021	47.00
Account 43170.0005 - Residential Neighborhood Permits Zone # 5 Totals		Invoice 2		<u>\$167.00</u>
		Transactions		
Program 020000 - Main Totals		Invoice 2		<u>\$167.00</u>
		Transactions		
Department 02 - Public Works Totals		Invoice 2		<u>\$167.00</u>
		Transactions		
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				
399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 5/1- 5/31/21	BC 2021-38	08/20/2021	828.04
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 7/9/21	BC 2020-106	08/20/2021	9,827.26
Account 53110 - Engineering and Architectural Totals		Invoice 2		<u>\$10,655.30</u>
		Transactions		
Program 130000 - Main Totals		Invoice 2		<u>\$10,655.30</u>
		Transactions		
Department 13 - Planning Totals		Invoice 2		<u>\$10,655.30</u>
		Transactions		
Department 26 - Parking				
Program 260000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021		08/04/2021	41.10
1838 - Verizon Wireless	26-cell phone charges-6/24-7/23/21		08/04/2021	144.42
Account 53210 - Telephone Totals		Invoice 2		<u>\$185.52</u>
		Transactions		
Program 260000 - Main Totals		Invoice 2		<u>\$185.52</u>
		Transactions		
Department 26 - Parking Totals		Invoice 2		<u>\$185.52</u>
		Transactions		



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Fund 454 - Alternative Transport(S6301) Totals		Invoice 6	\$11,007.82
		Transactions	
Fund 455 - Parking Meter Fund(S2141)			
Department 26 - Parking			
Program 260000 - Main			
Account 41020 - Permits			
102 - Professional Contracting, LLC (Steve's Roofing)	26-refund pkg meter reservation-finished job early	08/20/2021	480.00
Account 41020 - Permits Totals		Invoice 1	\$480.00
		Transactions	
Account 52340 - Other Repairs and Maintenance			
6688 - SSW Enterprises, LLC (Office Pride)	26-Office Pride-Office Cleaning for New Parking Office	BC 2020-102 08/20/2021	373.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	\$373.00
		Transactions	
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	26-printer toner	08/20/2021	221.99
394 - Kleindorfer Hardware & Variety	26-key chains, rings, tags	08/20/2021	14.92
394 - Kleindorfer Hardware & Variety	26-1 bundle 4' stakes	08/20/2021	45.00
5111 - Spencer Trailers INC	26-hitch installed for lift used for meter collections	08/20/2021	410.00
5819 - Synchrony Bank	26 - 5 qty seat organizers for parking veh	08/20/2021	90.10
54915 - VanHorn Tint & Accessories, INC	26- parking enforcment windshield decal for 2 new vehicles	08/20/2021	80.00
Account 52420 - Other Supplies Totals		Invoice 6	\$862.01
		Transactions	
Account 52430 - Uniforms and Tools			
54558 - The Uniform House, INC	26-jacket for PE	08/20/2021	121.80
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$121.80
		Transactions	



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Account 53150 - Communications Contract

4264 - IPS Group, INC	26-Credit Card Transactions & Wireless Data-July 2021	08/20/2021	13,976.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<u>\$13,976.05</u>

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021	08/04/2021	41.10
1838 - Verizon Wireless	26-cell phone charges-6/24-7/23/21	08/04/2021	649.89
Account 53210 - Telephone Totals		Invoice 2 Transactions	<u>\$690.99</u>

Account 53640 - Hardware and Software Maintenance

54432 - T2 Systems, INC	26-july 2021 ROVR returns	08/20/2021	399.75
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	<u>\$399.75</u>
Program 260000 - Main Totals		Invoice 13 Transactions	<u>\$16,903.60</u>
Department 26 - Parking Totals		Invoice 13 Transactions	<u>\$16,903.60</u>
Fund 455 - Parking Meter Fund(\$2141) Totals		Invoice 13 Transactions	<u>\$16,903.60</u>

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street, Alley, and Sewer Material

334 - Irving Materials, INC	20-Wexley & Caradon Hill-Class A Stone Ash-6.5 cy-BC 2021-36 7/26/21	08/20/2021	95.75
Account 52330 - Street, Alley, and Sewer Material Totals		Invoice 1 Transactions	<u>\$95.75</u>

Account 52420 - Other Supplies

394 - Kleindorfer Hardware & Variety	20-caps, flange, pipe, bolts, tapcons, masonry bit	08/20/2021	200.33
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Account 52420 - Other Supplies Totals	Invoice 1	\$200.33
	Transactions	
Program 200000 - Main Totals	Invoice 2	\$296.08
	Transactions	
Department 20 - Street Totals	Invoice 2	\$296.08
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 2	\$296.08
	Transactions	

Fund **519 - 2016 GO Bonds Bond #2 (S0182)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	35,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	10,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	20,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	60,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	15,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	75,000.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	10,000.00

Account 53810 - Principal Totals	Invoice 7	\$225,000.00
	Transactions	

Account **53820 - Interest**

5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	25,712.50
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	27,987.50
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	39,493.75
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	14,575.00



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5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	26,543.75
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	7,606.25
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	15,025.00
5232 - The Huntington National Bank	06-General Obligation 2016A-2016H	08/06/2021	6,668.75
	Account 53820 - Interest Totals	Invoice 8	<u>\$163,612.50</u>
		Transactions	
	Program 060000 - Main Totals	Invoice 15	<u>\$388,612.50</u>
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 15	<u>\$388,612.50</u>
		Transactions	
	Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals	Invoice 15	<u>\$388,612.50</u>
		Transactions	

Fund 520 - 2016 Parks GO Bond #3 (S0183)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-Parks District Series 2016A	08/06/2021	40,000.00
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	15,000.00
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	20,000.00
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	30,000.00
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	40,000.00
	Account 53810 - Principal Totals	Invoice 5	<u>\$145,000.00</u>
		Transactions	

Account **53820 - Interest**

5232 - The Huntington National Bank	06-Parks District Series 2016A	08/06/2021	26,175.00
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	11,156.25



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5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	14,821.88
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	20,453.13
5232 - The Huntington National Bank	06-Parks District Series 2016A-2016E	08/06/2021	26,490.63
	Account 53820 - Interest Totals	Invoice 5	<u>\$99,096.89</u>
		Transactions	
	Program 060000 - Main Totals	Invoice 10	<u>\$244,096.89</u>
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 10	<u>\$244,096.89</u>
		Transactions	
	Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals	Invoice 10	<u>\$244,096.89</u>
		Transactions	

Fund 522 - 2018 Parks Bicentennial (S1380)

Department 06 - Controller's Office

Program 060000 - Main

Account 53810 - Principal

5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	60,000.00
5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	65,000.00
5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	60,000.00
	Account 53810 - Principal Totals	Invoice 3	<u>\$185,000.00</u>
		Transactions	

Account 53820 - Interest

5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	63,600.00
5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	72,150.00
5232 - The Huntington National Bank	06-Parks District Series 2018A-2018C	08/06/2021	44,515.63
	Account 53820 - Interest Totals	Invoice 3	<u>\$180,265.63</u>
		Transactions	
	Program 060000 - Main Totals	Invoice 6	<u>\$365,265.63</u>
		Transactions	



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Department 06 - Controller's Office Totals	Invoice 6	\$365,265.63
Fund 522 - 2018 Parks Bicentennial (S1380) Totals	Transactions	
	Invoice 6	\$365,265.63
	Transactions	

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

Department **02 - Public Works**

Program **020000 - Main**

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

334 - Irving Materials, INC	20-Sweetbriar & Wylie Farm Rd-Class A Stone Ash- BC 2021-36	08/20/2021	424.00
	4 cy-7/29/21		
334 - Irving Materials, INC	20-Wexley & Caradon Hill-Class A Stone Ash-6.5 cy-BC 2021-36	08/20/2021	593.25
	7/26/21		
Account 52330 - Street, Alley, and Sewer Material Totals	Invoice 2	\$1,017.25	
	Transactions		
Program 020000 - Main Totals	Invoice 2	\$1,017.25	
	Transactions		
Department 02 - Public Works Totals	Invoice 2	\$1,017.25	
	Transactions		
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	Invoice 2	\$1,017.25	
	Transactions		

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

6070 - 72 Hour LLC (National Auto Fleet Group)	20 2020 Ford Super Duty F450 DRW XI 4WD Reg Cab w/equipment	08/20/2021	34,910.00
Account 52420 - Other Supplies Totals	Invoice 1	\$34,910.00	
	Transactions		
Program 020000 - Main Totals	Invoice 1	\$34,910.00	
	Transactions		
Department 02 - Public Works Totals	Invoice 1	\$34,910.00	
	Transactions		

Department **13 - Planning**



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Program 130000 - Main

Account 53110 - Engineering and Architectural

5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 6/30/21	BC 2019-113	08/20/2021	4,640.00	
Account 53110 - Engineering and Architectural Totals				Invoice 1	<u>\$4,640.00</u>
				Transactions	
Program 130000 - Main Totals				Invoice 1	<u>\$4,640.00</u>
				Transactions	
Department 13 - Planning Totals				Invoice 1	<u>\$4,640.00</u>
				Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals				Invoice 2	<u>\$39,550.00</u>
				Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

793 - Indiana Safety Company, INC	16-safety glasses for employees		08/20/2021	43.92	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-oil dri for clean ups (30 bags)		08/20/2021	320.70	
Account 52420 - Other Supplies Totals				Invoice 2	<u>\$364.62</u>
				Transactions	

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-monthly wireless radio services-August 2021		08/20/2021	572.05	
Account 53150 - Communications Contract Totals				Invoice 1	<u>\$572.05</u>
				Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287297421132X07192021		08/04/2021	419.36	
Account 53210 - Telephone Totals				Invoice 1	<u>\$419.36</u>
				Transactions	

Account 53610 - Building Repairs



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321 - Harrell Fish, INC (HFI)	16-SA Men's Toilet Repair @ Sanitation		08/20/2021	107.00
	Account 53610 - Building Repairs Totals		Invoice 1	<u>\$107.00</u>
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/28/21		08/20/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/28/21	BC 2009-52	08/20/2021	7.84
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2	<u>\$31.10</u>
			Transactions	
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-7/1-7/15/21		08/20/2021	17,068.52
52226 - Hoosier Transfer Station-3140	16-recycling fees - 7/1-7/15/21		08/20/2021	4,337.76
	Account 53950 - Landfill Totals		Invoice 2	<u>\$21,406.28</u>
			Transactions	
	Program 160000 - Main Totals		Invoice 9	<u>\$22,900.41</u>
			Transactions	
	Department 16 - Sanitation Totals		Invoice 9	<u>\$22,900.41</u>
			Transactions	
	Fund 730 - Solid Waste (S6401) Totals		Invoice 9	<u>\$22,900.41</u>
			Transactions	
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-safety shoes-G. Holbrow (10 1/2M)-7/28/21		08/20/2021	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Wang (8 1/2W)-7/23/21		08/20/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-JB Ingalls (9D)-7/28/21		08/20/2021	100.00
	Account 52430 - Uniforms and Tools Totals		Invoice 3	<u>\$299.99</u>
			Transactions	



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Account 53130 - Medical

6213 - Christopher T Johnson	10- reimb for physical for CDL-8/2/21	08/20/2021	90.00
Account 53130 - Medical Totals		Invoice 1	\$90.00
		Transactions	

Account 53990 - Other Services and Charges

204 - State Of Indiana	10-driver license searches (95)	08/20/2021	95.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$95.00
		Transactions	
Program 100000 - Main Totals		Invoice 5	\$484.99
		Transactions	
Department 10 - Legal Totals		Invoice 5	\$484.99
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 5	\$484.99
		Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12-August 2021 Cigna Dental & Vision Admin \$9,708.69	08/20/2021	2,036.10
18539 - Life Insurance Company Of North America	12-July 2021 Bill Reference# 103094_070121	08/20/2021	4,244.90
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	08/20/2021	1,064.80
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	08/20/2021	294.55
Account 53990 - Other Services and Charges Totals		Invoice 4	\$7,640.35
		Transactions	

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$103.36	08/04/2021	103.36
3928 - Aim Medical Trust	12-August 2021 AIM Medical Trust Premiums \$980,463.27	08/06/2021	980,463.27



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3908 - CIGNA Healthcare	12-July 2021 Cigna Dental Claims \$30,432.07	08/06/2021	30,432.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/11/2021	1,144.77
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 4	<u>\$1,012,143.47</u>
		Transactions	
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-July 2021 Bill Reference# 103094_070121	08/20/2021	5,843.06
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1	<u>\$5,843.06</u>
		Transactions	
Program 120000 - Main Totals		Invoice 9	<u>\$1,025,626.88</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 9	<u>\$1,025,626.88</u>
		Transactions	
Fund 801 - Health Insurance Trust Totals		Invoice 9	<u>\$1,025,626.88</u>
		Transactions	
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17-wall files, file pockets	08/20/2021	70.09
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$70.09</u>
		Transactions	
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-disposal fee -2 commercial truck tires	08/20/2021	20.00
50605 - Bauer Built, INC	17-tires-11R225 PXDY1 RTRD (13)	08/20/2021	2,901.71
4693 - Monroe County Tire & Supply, INC	17-tires-Titan Ind Lug R4 12ply, HK power lug 4WD I3 II	08/20/2021	1,853.50
4693 - Monroe County Tire & Supply, INC	17-tires-255/70R17 General grabber HTS BLK	08/20/2021	160.25
4693 - Monroe County Tire & Supply, INC	17-tires-7.50-16 VEE V142 trailer 10 ply	08/20/2021	421.00



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4693 - Monroe County Tire & Supply, INC	17-tires-245/55R18 F' Stone FHAWK Pursuit 103W Blk	08/20/2021	1,310.20
4693 - Monroe County Tire & Supply, INC	17-tires-Harves King HBT2124, HK Power Lug 4WD I3	08/20/2021	2,201.00
Account 52230 - Garage and Motor Supplies Totals		Invoice 7	\$8,867.66
		Transactions	

Account 52240 - Fuel and Oil

4046 - Heritage-Crystal Clean, INC	17-shop fluids-Com-30 gal-incl. energy surcharge	08/20/2021	280.15
4046 - Heritage-Crystal Clean, INC	17-shop fluids-HD Naps Free ELC 50/50 premix	08/20/2021	328.80
349 - White River Cooperative, INC	17-fuel-87 regular (no ethanol)-7,414 gallons-7/29/21	BC 2019-107A 08/20/2021	21,254.46
349 - White River Cooperative, INC	17-fuel-87 regular (no ethanol)-7,921 gallons-7/22/21	BC2019-107A 08/20/2021	22,216.82
Account 52240 - Fuel and Oil Totals		Invoice 4	\$44,080.23
		Transactions	

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17-oil low-put in 3 quarts	08/20/2021	9.90
244 - Bloomington Ford, INC	17-misc Ford parts-cable asy	08/20/2021	38.25
244 - Bloomington Ford, INC	17-misc Ford parts-adjuster, header sleeve, sleeve	08/20/2021	53.45
244 - Bloomington Ford, INC	17-misc. Ford parts-insulators, bolts	08/20/2021	114.28
5481 - Bright Equipment, INC (BobCat of Indy)	17- parts for units 469 & 888-strainer, filter head-incl freight	08/20/2021	109.20
941 - Central Indiana Truck Equipment Corporation	17-misc parts-adjust flow control	08/20/2021	123.52
4335 - Circle Distributing, INC	17-replaces TX594-MTD TX833	08/20/2021	120.58
4335 - Circle Distributing, INC	17-misc parts-MTE DG520	08/20/2021	160.78
4335 - Circle Distributing, INC	17-misc parts-MTE DG52, MTS SP520, plenum gasket	08/20/2021	356.16
4335 - Circle Distributing, INC	17-misc parts-plenum gasket, MTE DG520, MTS SP520	08/20/2021	516.94
4335 - Circle Distributing, INC	17-misc parts-starter asm	08/20/2021	100.93



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5792 - Clark Truck Equipment Co., INC	17-misc parts-switch-incl. shipping chgs	08/20/2021	123.37
5792 - Clark Truck Equipment Co., INC	17-misc parts-8' 122 link main pintle chain D662-inc. shipping	08/20/2021	450.63
5792 - Clark Truck Equipment Co., INC	17 - tommy gate for new service van	08/20/2021	7,160.00
4992 - Fleetpride, INC	17 - #341 brake parts	08/20/2021	4,330.41
4992 - Fleetpride, INC	17 - core credit-ref invoice #73307917	08/20/2021	(1,600.00)
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD (1)	08/20/2021	97.25
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-26R, MTP-65HD, MTP-48/H6	08/20/2021	499.57
11672 - Jack Doheny Companies, INC	17 - #464 actuator	08/20/2021	782.02
4439 - JX Enterprises, INC	17-misc Peterbilt parts-temperature sensor	08/20/2021	120.90
4439 - JX Enterprises, INC	17-misc Peterbilt parts-speedometer gauge	08/20/2021	327.61
4439 - JX Enterprises, INC	17-misc Peterbilt parts-various sensors-pressure/position/temp	08/20/2021	417.70
4439 - JX Enterprises, INC	17-misc Peterbilt parts-after treatment injector kit	08/20/2021	591.89
4439 - JX Enterprises, INC	17-misc Peterbilt parts-pressure sensor	08/20/2021	73.79
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-misc. Mack parts-an shoe kit, TRLR1 pilot 8.78	08/20/2021	694.44
53420 - Palfinger USA, INC (PalFleet Truck)	17 - scan transmitter and record and button	08/20/2021	2,738.44
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-shop parts/supplies-July 2021	08/20/2021	7,514.33
6216 - Terminal Supply, INC	17-misc parts-drill bits	08/20/2021	78.15
4398 - TruckPro Holding Corporation	17-misc. parts-valve	08/20/2021	249.99
2096 - West Side Tractor Sales CO.	17-misc JD parts-latch-incl freight chgs	08/20/2021	159.83
2096 - West Side Tractor Sales CO.	17-misc parts-drain valve-inc. freight chgs	08/20/2021	154.63

Account **52320 - Motor Vehicle Repair** Totals

Invoice 31
Transactions

\$26,668.94



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Account 52420 - Other Supplies

409 - Black Lumber Co. INC	17-2 gallon tank sprayer-7/20/21		08/20/2021	24.99
313 - Fastenal Company	17-shop supplies-band saw blades-7/30/21		08/20/2021	512.05
177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supplies-7/13/21		08/20/2021	139.92
177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supplies-ALY, ARG, FLX, MIX, OXY		08/20/2021	196.20
394 - Kleindorfer Hardware & Variety	17-misc. parts-snap hooks		08/20/2021	21.92
394 - Kleindorfer Hardware & Variety	17-misc parts-bolts		08/20/2021	3.40
394 - Kleindorfer Hardware & Variety	17-misc parts-wheels		08/20/2021	29.98
8181 - Lawson Products, INC	17-misc parts/shop tools-thermapod 1/8-1/2 assortment w/tools		08/20/2021	245.83
8181 - Lawson Products, INC	17-misc parts-cable ties, brass fittings, bolts, washers		08/20/2021	427.70
Account 52420 - Other Supplies Totals			Invoice 9 Transactions	\$1,601.99

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly billing comm. base-8/1-10/31/21		08/20/2021	91.27
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$91.27

Account 53620 - Motor Repairs

6476 - Samuel D Wray (Wray Automotive)	17 - #843 alignment-7/22/21		08/20/2021	50.00
Account 53620 - Motor Repairs Totals			Invoice 1 Transactions	\$50.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 7/21/21		08/20/2021	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/21/21	BC 2009-52	08/20/2021	18.59
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 7/28/21		08/20/2021	74.76



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19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/28/21	BC 2009-52	08/20/2021	19.59
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 8/4/21		08/20/2021	73.46
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/4/21	BC 2009-52	08/20/2021	19.59

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6	\$276.07
	Transactions	

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	17-title fees-7/15/21		08/20/2021	45.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$45.00
	Transactions	

Program 170000 - Main Totals	Invoice 61	\$81,751.25
	Transactions	

Department 17 - Fleet Maintenance Totals	Invoice 61	\$81,751.25
	Transactions	

Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 61	\$81,751.25
	Transactions	

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1241 - Other Services and Charges Vision

3977 - Cigna Health & Life Insurance Company	12-August 2021 Cigna Dental & Vision Admin \$9,708.69		08/20/2021	7,672.59
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Account 53990.1241 - Other Services and Charges Vision Totals	Invoice 1	\$7,672.59
	Transactions	

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City URM		08/04/2021	513.19
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/05/2021	43.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/06/2021	367.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/09/2021	31.69



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2021	736.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2021	165.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/10/2021	99.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/10/2021	25.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/11/2021	152.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/12/2021	291.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2021	453.58

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals Invoice 11 \$2,880.29
Transactions

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-July 2021 Bill Reference# 103094_070121	08/20/2021	17,158.98
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Account **53990.1273 - Other Services and Charges Term Life** Totals Invoice 1 \$17,158.98
Transactions

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-July 2021 Bill Reference# 103094_070121	08/20/2021	9,749.12
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Account **53990.1277 - Other Services and Charges Disability STD** Totals Invoice 1 \$9,749.12
Transactions

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/06/2021	109.91
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2021	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2021	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/09/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/11/2021	12.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/12/2021	25.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/13/2021	208.03
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 7	<u>\$515.54</u>
Account 53990.1283 - Other Services and Charges Health Savings Account		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	08/12/2021	18,383.96
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$18,383.96</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 22	<u>\$56,360.48</u>
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
Grand Totals		Invoice 22	<u>\$56,360.48</u>
		Transactions	
		Invoice 22	<u>\$56,360.48</u>
		Transactions	
		Invoice 372	<u>\$2,648,244.55</u>
		Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/20/2021	Claims		HSA/WorkComp/MT & Gym/CIGNA		2,648,244.55
					<u><u>2,648,244.55</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 **\$ 2,648,244.55**

Dated this 17th 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 _____