

# Board of Public Works Meeting

## September 14, 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/81485364306?pwd=N3ZsdUc4RjNvaVVJMClTE1SdVZldz09>

Public comments and questions will be encouraged via Zoom or [bloomington.in.gov](http://bloomington.in.gov) rather than in person

Topic: Board of Public Works

Time: Sep 14, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/81485364306?pwd=N3ZsdUc4RjNvaVVJMCtLTE1SdVZldz09>

Meeting ID: 814 8536 4306

Passcode: 073732

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 814 8536 4306

Passcode: 073732

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

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**September 14, 2021**

A Regular Meeting of the Board of Public Work will be held Tuesday, September 14, 2021 at 5:30 p.m. via Zoom by using the following link:

<https://bloomington.zoom.us/j/81485364306?pwd=N3ZsdUc4RjNvaVVJMClTE1SdVZldz09>

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. CONSENT AGENDA**
  - 1. Approval of Minutes – August 31, 2021
  - 2. Resolution 2021-46: Renewal of Mobile Vendor in Public Right-of-Way; Swakin LLC.
  - 3. Resolution 2021-47: Indiana University Homecoming Parade
  - 4. Resolution 2021-48: Indiana University Student Foundation Little 500 Street Sprints
  - 5. Noise Permit for Out of the Darkness 5k Walk
  - 6. Noise Permit for The Commons
  - 7. Approval of Payroll
  
- IV. NEW BUSINESS**
  - 1. Change Orders #11 and Change #12 for the West 17th Street Reconstruction Project
  - 2. Construction Inspection Contract with Clark Dietz, Inc. for the Installation of Guardrails at Various Locations Project
  
- V. STAFF REPORTS & OTHER BUSINESS**
  
- VI. APPROVAL OF CLAIMS**
  
- VII. ADJOURNMENT**

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



## Board of Public Works Staff Report

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**Project/Event:** 2021 Indiana University Homecoming Parade

**Petitioner/Representative:** Indiana University Alumni Association

**Staff Representative:** April Rosenberger

**Meeting Date:** September 14, 2021

**Event Date:** Friday, October 15, 2021

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The Indiana University Alumni Association is requesting street closures for the purpose of conducting their annual Indiana University Homecoming Parade on Friday, October 15th from 4:30 p.m. to 8:30 p.m.

The annual IU Homecoming parade, will begin assembling in the Green Lot of Assembly Hall, then at 6pm will officially start at 17th & Woodlawn and travel south down Woodlawn, turn east on 13th St, turn north on Fee lane, turn west back onto 17th St. and finish back at the stadium. Parade will begin at 6 p.m. and end at 7:30 p.m. on October 15, 2021.

Indiana University Police Department will be providing traffic control.

The Indiana University Alumni Association expects approximately 1500-2000 attendees, including student and community members, and will feature walking groups, decorated vehicles, and floats.

A noise waiver has been written into the Resolution, and a Noise Permit application was submitted.

BPD has approved a Parade Permit subject to BPW approval.





**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:	Garrett Baker		
Contact Phone:	812-583-2701	Mobile Phone:	
Title/Position:	Assistant Director of Programs		
Organization:	IU Alumni Association		
Address:	1000 E 17th St.		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	jgb@iu.edu		
Organization E-Mail and URL:	jgb@iu.edu		
Org Phone No:	812-855-4822	Fax No:	

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

Organization Name:	IU Athletics		
Address:	1001 E 17th St.		
City, State, Zip:	Bloomington, IN 40408		
Contact E-Mail Address:	mskirvin@indiana.edu		
Phone Number:	812-856-1401	Mobile Phone:	
Organization Name:	IUPD		
Address:	Kenneth Ross Allen		
City, State, Zip:	1469 E 17th St. Bloomington, IN 47408		
E-Mail Address:	keroalle@indiana.edu		
Phone Number:	812-855-4275	Mobile Phone:	
Organization Name:	The Tao – Finney Hospitality Group		
Address:	Address: 101 N. College Ave		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	maryann@finneyhospitality.com		
Phone Number:	812-855-4275	Mobile Phone:	

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 15, 2021	
Time of Event:	Date: 10/15/2021   Start: 6:00 pm	Date:   End: 7:30 pm
Setup/Teardown time Needed	Date: 10/15/2021   Start: 4:30pm	Date:   End: 8:30 pm
Calendar Day of Week:	Friday	
Description of Event:	Annual IU Homecoming parade, which will begin assembling in the Green Lot of Assembly Hall, then at 6pm will officially start at 17th & Woodlawn and travel south down Woodlawn, turn east on 13th St, turn north on Fee lane, turn west back onto 17th St. and finish back at the stadium.	
List of Street Closures (If applicable)	17th St, 14th St, 13th St, N Walnut Grove, Fee Lane,	
Expected Number of Participants:	1500-2000	Expected # of vehicles (Use of Parking Spaces to close): Parking availavble via Assembly Hall

**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"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<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 type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	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 checked="" type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input 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 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"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

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

## 6. CHECKLIST

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

**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: 9/8/2021	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police	9/8/2021	Scott Oldham
	Bloomington Fire	9/8/2021	Tim Clapp
	Economic & Sustainable Development		Kaisa
	Engineering	9/10/2021	Emily/Roy
	Office of The Mayor	9/8/2021	Mary Catherine
	Parking Enforcement	9/8/2021	RayeAnn
	Transit	No response	



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](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	2021 IU Homecoming Parade		
Location of Event:	17th & Woodlawn, near Assembly Hall		
Date of Event:	October 15, 2021	Time of Event:	Start: 6:00 pm
Calendar Day of Week:			End: 7:30 pm
Description of Event:	Annual IU Homecoming parade, which will begin assembling in the Green Lot of Assembly Hall, then at 6pm will officially start at 17th & Woodlawn and travel south down Woodlawn, turn east on 13th St, turn north on Fee lane, turn west back onto 17th St. and finish back at the stadium.		
Source of Noise:	<input 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:	Garrett Baker		
Organization:	IU Alumni Association	Title:	Assistant Director of Programs
Physical Address:	1000 E 17th St.		
Email Address:	jgb@iu.edu	Phone Number:	812-583-2701
Signature:	<i>Garrett Baker</i>	Date:	7/20/2021

## 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.

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

# Waste and Recycling Management Plan Template

Event name: 2021 IU Homecoming Parade  
Number of expected attendees: 1000  
Number of food vendors: One  
Number of other vendors: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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



**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtutally via Zoom. Meeting information can be found on the City's website at: <https://bloomington.in.gov/boards/public-works>

The proposal for Garrett Baker 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](mailto: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: Garrett Baker  
DATE: 09/01/2021

## Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(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	(812) 349-3411
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 <sup>rd</sup> 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

September 9, 2021

Dear Bloomington Community and IU Campus friends:

Greetings from the Indiana University Homecoming Committee! This year, the Homecoming parade will take place on Woodlawn Ave. on Friday, October 15th at 6:00 p.m. We are contacting you because the building you live or work in will be affected by the parade. Our petition will be heard virtually by the Board of Public Works on September 14, 2021. Meeting details can be found at <https://bloomington.in.gov/boards/public-works>

This year, the staging area is in the Green lot of the Memorial Stadium parking lot. The parade will begin on 17th and Woodlawn, head south on Woodlawn, turn east on 13<sup>th</sup> St., turn north on Fee lane, then head west back down 17<sup>th</sup> St., finishing at Assembly Hall. Multiple roads will be closed along this route from approximately 5:45 pm to 7:00 pm on Friday, October 15<sup>th</sup>. Please see the attached parade route map for a better understanding of what areas will be affected. It is likely that parking will be limited or unavailable in these areas. Not only will there be the usual college students and community members, but we anticipate many Hoosier alumni will be returning to Bloomington.

Homecoming is one of the biggest IU events of the year, and the parade is a significant part of building up the spirit for the big game. Your participation would be greatly appreciated! We encourage you to get spirited, get involved, and let's make Homecoming 2021 a year to remember!

We appreciate your patience and understanding during the parade. If you have specific questions about suggestions for navigating around the parade during this time period, please feel free to contact the Indiana University Alumni Association at (812) 855-4822 and ask to speak to someone in the programs department.

Sincerely,

Garrett Baker  
Assistant Director of Alumni Programs  
Indiana University Alumni Association

**BEER / WINE AUTHORITY / TYPE 118**

State Form 35494 (R8 / 11-15)

Approved by State Board of Accounts, 2015

- INSTRUCTIONS:**
1. Applicant must complete all requested information.
  2. Please type or print clearly.
  3. Submit application and payment to the local excise district office.

**Send, deliver, or mail to:**

**DISTRICT 1**  
52422 County Road 17  
Bristol, IN 46507  
Telephone: (574) 264-9480

**DISTRICT 2**  
1353 South Governors Drive  
Columbia City, IN 46725  
Telephone: (260) 244-4285

**DISTRICT 3**  
279 West 300 North  
Crawfordsville, IN 47933  
Telephone: (765) 362-8815

**DISTRICT 4**  
651 S. Commerce Dr.  
Seymour, IN 47274  
Telephone: (812) 523-8314

**DISTRICT 5**  
3650 South US Hwy 41  
Vincennes, IN 47591  
Telephone: (812) 882-1292

**DISTRICT 6**  
6400 East 30th Street  
Indianapolis, IN 46219  
Telephone: (317) 541-4100

**STEP 1. GENERAL INFORMATION**

Name of applicant applying for permit (organization, club, corporation, individual) Indiana University Alumni Association		TM Permit number (issued by ATC) <b>TM0090471</b>
Address of applicant (number and street, city, state, and ZIP code) 1000 E. 17th Street, Bloomington, IN 47408		E-mail address klosten@iu.edu
Name of person making application Kennedy Rostenkowski	Fax number ( )	Emergency contact telephone number ( 812 ) 855-7938
Printed name of contact person of event Kennedy Rostenkowski		Emergency contact telephone number ( 317 ) 430-9709

**STEP 2. EVENT INFORMATION**

Beginning day Friday	Beginning date (month, day, year) October 15, 2021	Ending day Friday	Ending date (month, day, year) October 15, 2021
Time of event Start time 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		End time 8:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Type or description of event VIP viewing area for select alumni leaders and family. Bleacher to watch the parade, food and beverages, and activities provided.			
Exact address of event (number and street, city, state, and ZIP code) IU Athletics Tailgate Lot - 1100 N Fess Ave, Bloomington, IN 47404			

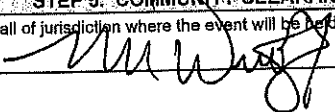
**STEP 3. FLOOR PLAN (See Step 4, Number 2)**

**STEP 4. ACKNOWLEDGEMENT**

In order to qualify for this authority to serve beer and wine, the following guidelines must be met:

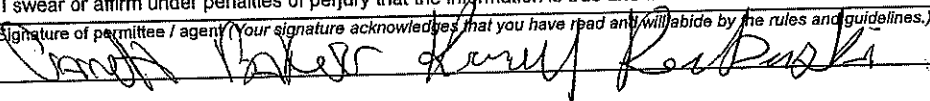
1. There must be a **well defined premises**, i.e. building, tent, enclosure, or fenced-in or designated area.
2. You must have a defined floor plan or diagram. This is to be drawn on Page 1, Step 3 of this application. If minors are to be present, you must have a defined separation between the bar area and family area. *(Must be on floor plan.)*
3. There shall be **NO** carry-out privileges, **NO** carry-in privileges and **NO** spirituous beverages allowed.
4. Each applicant must designate an individual to be responsible for the event and such person shall sign the authority.
5. **ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.
6. The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.
7. If the event is held in a town park, you must have approval from the town board.
8. Legal Hours of dispensing alcoholic beverages: (Prevailing time)  
Monday through Saturday – 7 AM to 3 AM the following day  
Sunday – 7 AM to 3 AM the following day
9. **Applicant must file with the district office at which the event will be held at least five (5) days prior to the event.**
10. The authority must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke the authority during the event.

**STEP 5: COMMUNITY CLEARANCE**

1. Signature of Sheriff of county, or Chief of Police, or Town Marshall of jurisdiction where the event will be held	Date signed (month, day, year)
	8/24/21
2. Signature of the mayor (if the event is held in Fort Wayne)	Date signed (month, day, year)

**Note:**  
Please post your approved request in a conspicuous place where the alcoholic beverages are being dispensed at the location. If for any reason this request is denied, you may be notified either in person or by telephone.

I swear or affirm under penalties of perjury that the information is true and accurate.

Signature of permittee / agent (Your signature acknowledges that you have read and will abide by the rules and guidelines.)	Date signed (month, day, year)
	8/23/2021

**FOR DISTRICT USE ONLY**

District number <b>4</b>	Date issued (month, day, year) <b>8/31/21</b>
Reviewed by Excise Police District Representative <b>Jesse Mails</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied

1. ALL EVENTS ARE \$50.00 PER DAY. BUSINESS CHECKS OR MONEY ORDERS ARE ACCEPTED MADE OUT TO THE INDIANA ALCOHOL AND TOBACCO COMMISSION.
2. SERVING PAST MIDNIGHT, NO LATER THAN 3 AM, IS ONE (1) DAY.
3. NO RAIN CHECKS ON ANY OF THE ABOVE EVENTS.



# BEER / WINE AUTHORITY / TYPE 118

State Form 35494 (R8 / 11-15)  
Approved by State Board of Accounts, 2015

- INSTRUCTIONS:**
1. Applicant must complete all requested information.
  2. Please type or print clearly.
  3. Submit application and payment to the local excise district office.

### Send, deliver, or mail to:

**DISTRICT 1**  
52422 County Road 17  
Bristol, IN 46507  
Telephone: (574) 264-9480

**DISTRICT 2**  
1353 South Governors Drive  
Columbia City, IN 46725  
Telephone: (260) 244-4285

**DISTRICT 3**  
279 West 300 North  
Crawfordsville, IN 47933  
Telephone: (765) 362-8815

**DISTRICT 4**  
651 S. Commerce Dr.  
Seymour, IN 47274  
Telephone: (812) 523-8314

**DISTRICT 5**  
3650 South US Hwy 41  
Vincennes, IN 47591  
Telephone: (812) 882-1292

**DISTRICT 6**  
6400 East 30th Street  
Indianapolis, IN 46219  
Telephone: (317) 541-4100

### STEP 1. GENERAL INFORMATION

Name of applicant applying for permit (organization, club, corporation, individual)		TM Permit number (issued by ATC)	
Indiana University Alumni Association		TM0090473	
Address of applicant (number and street, city, state, and ZIP code)		E-mail address	
1000 E. 17th Street, Bloomington, IN 47408		klostren@iu.edu	
Name of person making application	Fax number	Emergency contact telephone number	
Kennedy Rostenkowski	( )	( 317 ) 430-9709	
Printed name of contact person of event		Emergency contact telephone number	
Garrett Baker		( 812 ) 583-2701	

### STEP 2. EVENT INFORMATION

Beginning day	Beginning date (month, day, year)	Ending day	Ending date (month, day, year)
Saturday	October 16, 2021	Saturday	October 16, 2021
Time of event		End time	
Start time	9:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	12:00	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Type or description of event			
Tailgate celebration for 500 alumni and friends. Food and beverages will be provided.			
Exact address of event (number and street, city, state, and ZIP code)			
1000 E. 17th Street, Bloomington, IN 47408			

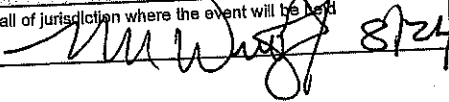
### STEP 3. FLOOR PLAN (See Step 4, Number 2)

**STEP 4. ACKNOWLEDGEMENT**

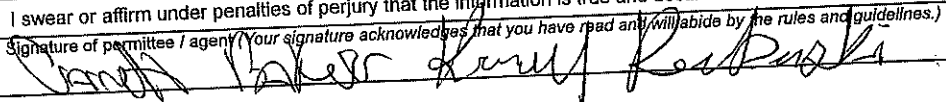
In order to qualify for this authority to serve beer and wine, the following guidelines must be met:

1. There must be a **well defined premises**, i.e. building, tent, enclosure, or fenced-in or designated area.
2. You must have a defined floor plan or diagram. This is to be drawn on Page 1, Step 3 of this application. If minors are to be present, you must have a defined separation between the bar area and family area. *(Must be on floor plan.)*
3. There shall be **NO** carry-out privileges, **NO** carry-in privileges and **NO** spirituous beverages allowed.
4. Each applicant must designate an individual to be responsible for the event and such person shall sign the authority.
5. **ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.
6. The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.
7. If the event is held in a town park, you must have approval from the town board.
8. Legal Hours of dispensing alcoholic beverages: (Prevailing time)  
Monday through Saturday -- 7 AM to 3 AM the following day  
Sunday -- 7 AM to 3 AM the following day
9. **Applicant must file with the district office at which the event will be held at least five (5) days prior to the event.**
10. The authority must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke the authority during the event.

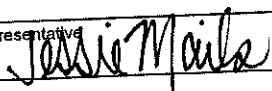
**STEP 5. COMMUNITY CLEARANCE**

1. Signature of Sheriff of county, or Chief of Police, or Town Marshall of jurisdiction where the event will be held	Date signed (month, day, year)
	8/24/21
2. Signature of the mayor (if the event is held in Fort Wayne)	Date signed (month, day, year)

**Note:**  
Please post your approved request in a conspicuous place where the alcoholic beverages are being dispensed at the location. If for any reason this request is denied, you may be notified either in person or by telephone.

I swear or affirm under penalties of perjury that the information is true and accurate.	
Signature of permittee / agent (Your signature acknowledges that you have read and will abide by the rules and guidelines.)	Date signed (month, day, year)
	8/23/2021

**FOR DISTRICT USE ONLY**

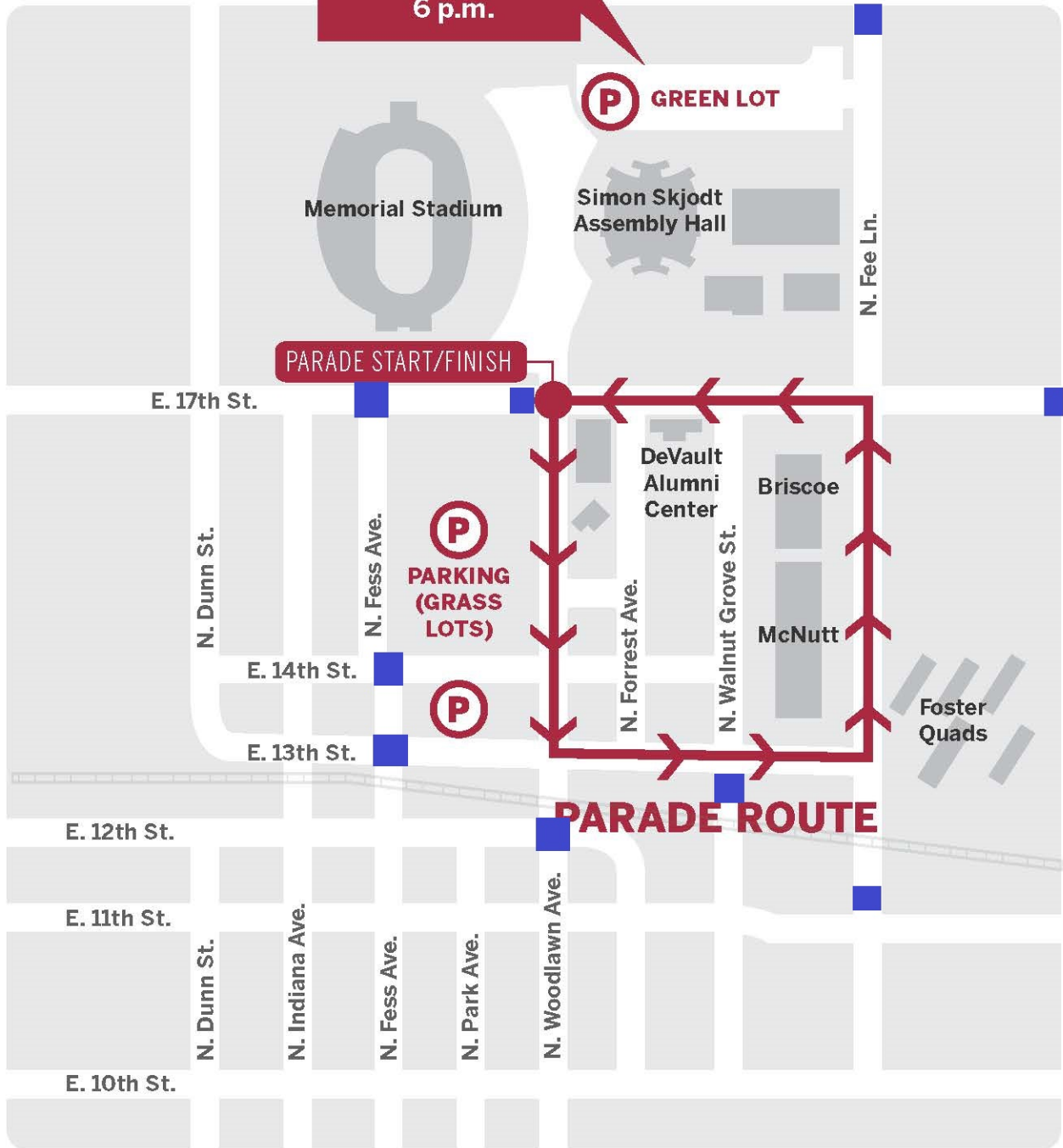
District number	Date Issued (month, day, year)
4	8/31/21
Reviewed by Excise Police District Representative	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied
	

1. ALL EVENTS ARE \$50.00 PER DAY. BUSINESS CHECKS OR MONEY ORDERS ARE ACCEPTED MADE OUT TO THE INDIANA ALCOHOL AND TOBACCO COMMISSION.
2. SERVING PAST MIDNIGHT, NO LATER THAN 3 AM, IS ONE (1) DAY.
3. NO RAIN CHECKS ON ANY OF THE ABOVE EVENTS.





Parade staging:  
4:30 p.m.  
Parade begins:  
6 p.m.



■ Equals barricade road closures

**BOARD OF PUBLIC WORKS  
RESOLUTION 2021-47**

**IU HOMECOMING PARADE 2021**

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

**WHEREAS**, the Indiana University Alumni Association (hereinafter referred to as “IUAA”) would like to have the City close the following City streets: N. Woodlawn Avenue from E. 17<sup>th</sup> Street to E. 13<sup>th</sup> Street, E. 13<sup>th</sup> Street to N. Fee Lane, N. Fee Lane to 17<sup>th</sup> Street to finish at Assembly Hall. Parade staging will begin in the IU Green Lot of Assembly Hall and start at the corner of E. 17<sup>th</sup> and N. Woodlawn. This closing is so IUAA can host the 2021 Indiana University Homecoming Parade.

**WHEREAS**, IUAA 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 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 2021 Indiana University Homecoming Parade: N. Woodlawn Avenue from E. 17<sup>th</sup> Street to E. 13<sup>th</sup> Street, E. 13<sup>th</sup> Street to N. Fee Lane, N. Fee Lane to 17<sup>th</sup> Street. Parade staging will begin at 4:30 p.m. in the IU Green Lot of Assembly Hall and start at the corner of E. 17<sup>th</sup> Street and N. Woodlawn Avenue on Friday, October 15<sup>th</sup>, 2021. The parade will begin at 6:00 p.m. and will end at 7:30 p.m.
2. IUAA 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. IUAA shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. IUAA shall obtain and place at IUAA’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IUAA shall not close the streets until 4:30 p.m. on Friday, October 15<sup>th</sup>, 2021 and shall remove barricades and signage by 8:30 p.m. on Friday, October 15<sup>th</sup>, 2021.
4. IUAA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. IUAA 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 empty and remove all trash cans/receptacles. Clean-up shall be completed by 8:30 p.m. on Friday, October 15th, 2021.
6. 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.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. IUAA shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IUAA, its officers, directors, agents, employees, members, successors and assigns, does 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.
10. \_\_\_\_\_, a duly authorized representative of IUAA, represents that he/she is fully empowered by proper action of IUAA to bind IUAA to the terms and conditions set forth in this Resolution and does so bind IUAA by his/her signature set forth below.

ADOPTED THIS 14<sup>th</sup> DAY SEPTEMBER, 2021.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY ALUMNI ASSOCIATION:

\_\_\_\_\_  
Dana Henke, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Kyla Cox Deckard, Secretary

\_\_\_\_\_  
Date



## **Board of Public Works**

### **Staff Report**

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**Project/Event: IU Fall Cycling Series Street Sprints, November 06, 2021**

**Petitioner/Representative: Indiana University Student Foundation**

**Staff Representative: April Rosenberger**

**Meeting Date: September 14, 2021**

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The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Saturday, November 06, 2021 between 12:00 p.m. and 6:00 p.m. to raise fund for student scholarships. The riders race 200 meters on E. 7<sup>th</sup> Street from the IMU Parking Lot to the Showalter Fountain. In the fall semester, the series consists of three events, one of which is Street Sprints.

The Sprints will take place on E. 7<sup>th</sup> Street from the IMU Parking Lot to the Showalter Fountain. They anticipate having 160 participants.

City Staff supports the request.



**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:	Hank Duncan		
Contact Phone:	(812) 855-7816	Mobile Phone:	(502) 689-6356
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	<a href="mailto:heardunc@iu.edu">heardunc@iu.edu</a>		
Organization E-Mail and URL:	<a href="mailto:iusf@indiana.edu">iusf@indiana.edu</a> / <a href="https://iusf.indiana.edu/">https://iusf.indiana.edu/</a>		
Org Phone No:	(812) 855-9152	Fax No:	(812) 855-0842

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

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

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input 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:	Saturday, November 6, 2021	
Time of Event:	Date: 11-6--2021 Start: 12:00 pm    Date: 11-6--2021 End: 6:00 pm	
Setup/Teardown time Needed	Date: 11-6--2021 Start: 9:00 am    Date: 11-6--2021 End: 7:00 pm	
Calendar Day of Week:	Saturday	
Description of Event:	<p>The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Saturday, November 6th. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from up to the Showalter Fountain on 7<sup>th</sup> Street.</p>	
Expected Number of Participants:	160	Expected # of vehicles (Use of Parking Spaces to close): 0—we need to close the road and NO cars can be parked on the road for safety reasons

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

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<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)

**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"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• 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</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable



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

## 8. CHECKLIST

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

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

### 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		

**For City Of Bloomington Use Only**

Date Received: 7/6/2021	Received By: Public Works	Date Approved:	Approved By:
	Board of Public Works		
	Bloomington Police	9/8/2021	Scott Oldham
	Bloomington Fire	9/13/2021	Tim Clapp
	Economic & Sustainable Development	8/11/2021	ESD
	Engineering	9/10/2021	Emily/ Roy
	Office of The Mayor	9/10/201	MCC
	Parking Enforcement	9/7/2021 Emailed Hank	RayeAnn
	Transit	9/13/2021	Zac

# Waste and Recycling Management Plan Template

Event name: Little 500 Street Sprints  
Number of expected attendees: 160  
Number of food vendors: 0  
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.

## 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	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department  (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> 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

## **Waste and Recycling Management Plan**

IUSF Little 500 Street Sprints

7<sup>th</sup> Street from the IMU Parking Lot to the Showalter Fountain

Saturday, November 6th, 2021

12:00 pm – 6:00 pm (with set up beginning at 9:00 am, tear down complete by 7:00 pm)

# of expected attendees: 160

# of food vendors: 0

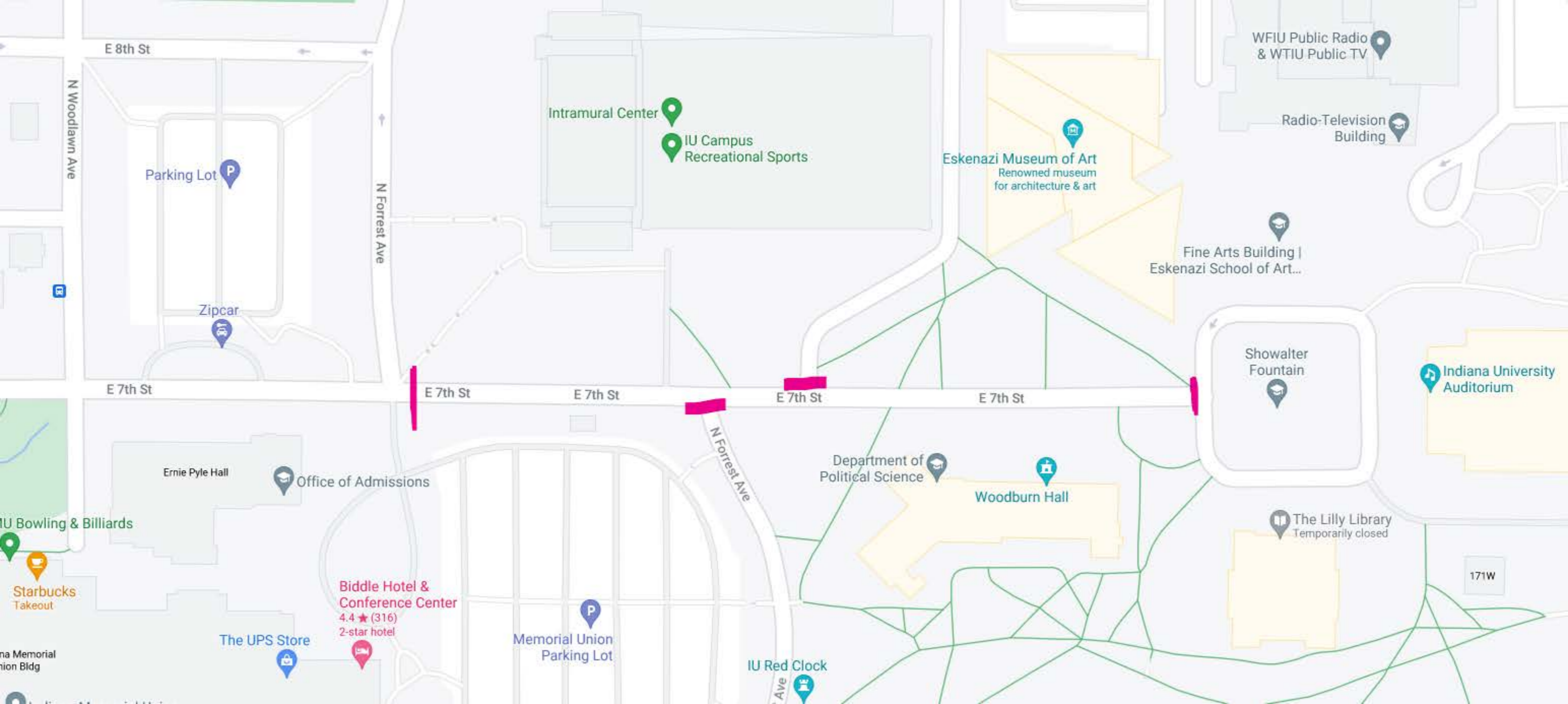
# of other vendors: 0

**Designated waste and recycling manager:** IUSF Little 500 Race Director Hank Duncan will brief all IUSF volunteers about properly depositing trash and recyclable products at the event. We will choose one individual to be the manager to ensure that products get placed in the correct receptacles.

### **Targeted waste:**

<b>Type of waste</b>	<b>Collection plan</b>
Water and sports drink bottles	Recycling
Energy goo, beans, blocks wrappers	Waste bins
Zip ties, tape	Waste bins

**Collection and hauling system:** We will be using the waste and recycling bins already located on campus, as well as our own trash bags and bins by highly-populated areas the day of the event. We will verbally direct participants to properly dispose of their trash and recyclable materials over our microphone. All volunteers will be briefed as a reminder to place items in the correct bins.



E 8th St

N Woodlawn Ave

N Forrest Ave

Intramural Center

IU Campus Recreational Sports

Eskenazi Museum of Art  
Renowned museum for architecture & art

WFIU Public Radio & WTIU Public TV

Radio-Television Building

Parking Lot

Zipcar

Fine Arts Building |  
Eskenazi School of Art...

E 7th St

E 7th St

E 7th St

E 7th St

E 7th St

Showalter Fountain

Indiana University Auditorium

Ernie Pyle Hall

Office of Admissions

Department of Political Science

Woodburn Hall

IU Bowling & Billiards

Starbucks Takeout

Biddle Hotel & Conference Center  
4.4 ★ (316)  
2-star hotel

The UPS Store

Memorial Union Parking Lot

IU Red Clock

The Lilly Library  
Temporarily closed

171W

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2021-48**

**IU FALL CYCLING SERIES STREET SPRINTS**

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The Indiana University Student Foundation (hereinafter "Sponsor") may close E. 7<sup>th</sup> Street from N. Forrest Ave to Showalter Fountain to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., with set up and tear down times beginning at 9:00 a.m. and ending at 7:00 p.m. on Saturday, November 06, 2021.
2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. Sponsor shall obtain, and place at Sponsor's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Sponsor shall not close the streets until 9:00 a.m. on Saturday, November 06, 2021 and shall remove barricades and signage by 7:00 p.m. on Saturday, November 06, 2021.
3. Sponsor 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. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
5. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:00 p.m., Saturday, November 06, 2021.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

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. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. Indiana University Student Foundation, its officers, directors, agents, employees, members, successors and assigns, does 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.
10. \_\_\_\_\_, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 14<sup>th</sup> DAY OF SEPTEMBER, 2021.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

\_\_\_\_\_  
Dana Henke, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Kyla Cox Deckard, Secretary

\_\_\_\_\_  
Date



The Board of Public Works meeting was held on Tuesday, August 31, 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  
April Rosenberger- Public Works  
J.D. Boruff – Public Works  
Matt Smethurst -- Engineering  
Neil Kopper-- Engineering  
Roy Aten -- Engineering  
Paul Kehrberg -- Engineering

Hollingsworth mentioned that the last two weeks had been difficult because of the heat, students moving back in, and the virus. Urged everyone to take care and be safe.

**MESSAGES FROM  
BOARD MEMBERS**

Matt Smethurst, Engineering, presented Rejection of Bids for the Tapp & Deborah Signal Installation Project and the Walnut Street Traffic Signals Project. See meeting packet for details.

**Board Comments:** None

Hollingsworth made a motion to approve Rejection of Bids for the Tapp & Deborah Signal Installation Project and the Walnut Street Traffic Signals Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

**REJECTION OF BIDS  
AND QUOTES**

**Rejection of Bids for the  
Tapp & Deborah Signal  
Installation Project and the  
Walnut Street Traffic  
Signals Project.**

1. Approval of Minutes – August 17, 2021
2. Addendum to VeoRide Interim Operating Agreement
3. Outdoor Lighting Service Agreement with Duke Energy for N. Blair Ave.
4. Revised Outdoor Lighting Service Agreement with Duke Energy for Phase 2 of the Showers Complex LED Conversion Project
5. Addendum to Agreement with Centerstone
6. Noise Permit for 40 Days for Life Rally
7. Noise Permit for Walk to End Alzheimer’s
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.

Neil Kopper, Engineering, presented Amendment #1 to Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project. See meeting packet for details.

### **Board Comments:** None

Hollingsworth made a motion to approve Amendment #1 to Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Roy Aten, Engineering, presented, Change Orders #2 and #3 for the College Mall Road Resurfacing Project with E&B Paving. See meeting packet for details.

**Board Comments:** Hollingsworth asked if the project is complete. Aten confirmed that it has been completed. Cox Deckard asked if this is the last of the change orders or if Aten anticipates more. Aten replied that the final change orders have been discussed with the contractor and there was no indication that they would be coming forth with any other claims.

## **NEW BUSINESS**

**Amendment #1 to Construction Inspection Contract with Shrewsberry & Associates LLC for the Discovery Parkway Project**

**Change Orders #2 and #3 for the College Mall Road Resurfacing Project with E&B Paving**

Hollingsworth made a motion to approve Change Orders #2 and #3 for the College Mall Road Resurfacing Project with E&B Paving. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14<sup>th</sup> Street for the Standard Redevelopment Project from Landmark (September 23, 2021 to November 25, 2021). See meeting packet for details.

**Request for Lane, Street, and Sidewalk Closures on N. Walnut and 14<sup>th</sup> Street for the Standard Redevelopment Project from Landmark (September 23, 2021 to November 25, 2021)**

**Board Comments:** Hollingsworth commented about the letter that was sent to property owners being satisfactory to Public Works and from what she read it had enough information in it. Henke asked if the sidewalks would be re-opened up as the phases are completed. Kehrberg confirmed. Hollingsworth asked if Telco's concerns have been satisfied. Kehrberg said that the majority of the concerns have been addressed, but there is no way around a full street closure with the depth of the excavation that is needed. Eric Schulte, Landmark Construction, explained that the sanitary line is in the middle of the street and that the water line will also be upgraded at the same time. He stated the sanitary line is about eight feet deep, so a partial closure is nearly impossible. Henke asked if it would be a week and a half closure because of the requirements included in replacing the sanitary line. Schulte confirmed. Hollingsworth asked if in addition to the letter that was sent to property owners, if at the time there is a complete street closure, will there be another notification. Schulte confirmed. Cox Deckard asked for clarification on the full closure. Schulte answered that the closure would be Washington and Dunn. Henke clarified that if the full closure meant around the clock or if it ended at 5pm. Schulte confirmed that the street closure would be consistent for the duration of the project. Hollingsworth asked if the other phases would be coming back before the Board. Schulte said that all phases are included in this request. Wason commented that updates would be regularly presented to the Board. The MOTs and Right-of-Way permits would be updated regularly as well. Wason commented he appreciates all of the coordination involved in this project. Bill Beggs, Bunger & Robertson, representing Telco Inc., addressed concerns of clients and employees of their properties. Addressed each phase of the construction and asked if there was a better solution than complete street closure. Henke asked if it was just not possible to make the closure happen earlier or swap the phases of the construction. Schulte answered that the timing of phase I

can move phase II A and B up, but the closure for the sanitary and water line cannot be avoided. Beggs confirmed that Phase I and II are being approved tonight, but Phase III will come before the Board at a later date.

Cox Deckard wanted to clarify in her motion and enumerate the phases that are included in this approval, adding that the dates in the approval are inclusive of the entire project, not just the ones listed tonight.

Cox Deckard made a motion to approve Request for Lane, Street, and Sidewalk Closures that are included in phases II A, II B, IV A and IV B to take place from September 23, 2021 to August 11, 2023 on N. Walnut and 14<sup>th</sup> Street for the Standard Redevelopment Project from Landmark. Hollingsworth seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

J.D. Boruff, Public Works, presented Contract with Ann-Kriss, LLC for Repairs of Flood Damage to the Bloomington Police Department.  
See meeting packet for details.

**Contract with Ann-Kriss, LLC  
for Repairs of Flood Damage  
to the Bloomington Police  
Department**

**Board Comments:** Hollingsworth asked if federal funding would be received for the flood damages. Boruff answered that he not been included in those discussions, so he couldn't answer for certain. Hollingsworth asked when the repairs would be started. Boruff answered that hopefully as soon as possible.

Hollingsworth made a motion to approve Contract with Ann-Kriss, LLC for Repairs of Flood Damage to the Bloomington Police Department. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

No staff reports.

**STAFF REPORTS AND  
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$ 897,205.40. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

**CLAIMS**

Henke called for adjournment at 6:26 p.m.

Accepted By:

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Dana Henke, President

**ADJOURNMENT**

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Beth H. Hollingsworth, Vice-President

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Kyla Cox Deckard, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in Right of Way – Resolution 2021-46  
**Petitioner/Representative:** Abdelmuezz Zeidan, Manager of Swakin LLC  
**Staff Representative:** Marnina Patrick  
**Meeting Date:** September 14, 2021

---

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

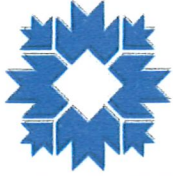
The business will operate from a food trailer selling stir-fried food.

This application is for one year.

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Staff is supportive of the request.

Marnina Patrick



CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

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

## 1. License Length and Fee Application

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

## 2. Applicant Information

Name:	Abdelmueri Zeidan	
Title/Position:	Manager	
Date of Birth:	09-13-1976	
Address:	6770 E State RD 46	
City, State, Zip:	Bloomington, IN, 47401	
E-Mail Address:	mozeidan@yahoo.com	
Phone Number:	812 606 5413	Mobile Phone: 812 606 5413

## 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:	N/A	
Address:	N/A	
City, State, Zip:	N/A	
E-Mail Address:	N/A	
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 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
Abdelmuneer Zaidan	6770 E State RD 46 Bloomington, IN 47401

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

Date of incorporation or organization:	N/A	This was in error as they are a properly incorporated LLC.
State of incorporation or organization:		
(If Not Indiana) Date qualified to transact business in state of Indiana:		Please see the incorporation documents later in the packet.

MP



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

Food truck	
Planned hours of operation:	11=00 p.m. ————— 10=00 p.m.
Place or places where you will conduct business (If private property, attach written permission from property owner):	Downtown Bloomington, IN
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>
<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: 8/27/2021	Received By: Marrina P.	Date Approved: 09/08/2021	Approved By: Larry A.
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CEW Trailer



State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION



CLASS 0	AGE 1	ISSUE DATE 05/21/21	PUR DATE 07/26/18	COUNTY MONROE	TP R	PL YR 2020	PLATE TR858ZRK	PL TP GP	WEIGHT 3	PR YR 19	LS N	TYPE GP	PRIOR YR PL TR858ZRK
EXPIRATION DATE 12/21/21		MUNICIPALITY NONE		VEHICLE YEAR 1992	MAKE WCA	MODEL CEW	VEHICLE IDENTIFICATION NUMBER 1WVC200G24N1055842		TYPE TR	COLOR WHI			
CURRENT YEAR TAX	VEH EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/EX TAX 10.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 16.35	ADMIN FEE 15.00	TOTAL 49.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000													

Legal Address  
6770 E STATE ROAD 46  
BLOOMINGTON INDIANA 47401-9215

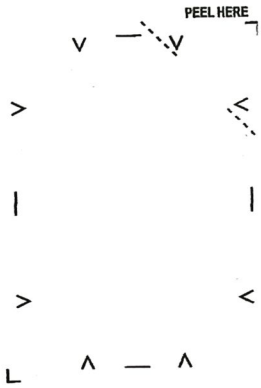


ABDELMUEZZ O ZEIDAN  
6770 E STATE ROAD 46  
BLOOMINGTON IN 47401-9215



INSTRUCTIONS FOR APPLYING  
PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line



5. Next, lift up corner of decal where card is creased.
6. Decal is fragile, peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.

4 Runner



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 21	ISSUE DATE 06/26/20	PUR DATE 06/11/20	COUNTY 53 - MONROE	TP N	PL YR 20	PLATE 991DE0	PL TP PA	WEIGHT	PR YR	LS N	TYPE 4W	PRIOR YR PL
EXPIRATION DATE 12/21/21		MUNICIPALITY NONE OF THE ABOVE		VEHICLE YEAR 99	MAKE TOY	MODEL 4RU	VEHICLE IDENTIFICATION NUMBER JT3HN87R5X9026045		TYPE 4W	COLOR SIL/			
CURRENT YEAR TAX	EXTAX 36.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 36.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 97.35				
PRIOR YEAR TAX	EXTAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/SUR 14.58	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 35.58				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													

JR  
Legal Address  
6770 E STATE ROAD 46  
BLOOMINGTON, IN 47401-9215



ABDELMUEZZ O ZEIDAN  
6770 E STATE ROAD 46  
BLOOMINGTON, IN 47401-9215



17 1/1  
58-2

Handwritten mark resembling a stylized 'e' or 'l'.



## STATE OF INDIANA

Eric J. Holcomb, Governor

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

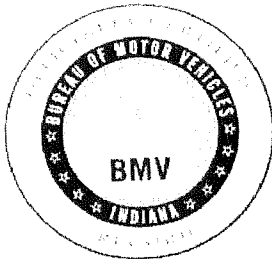
### Certification of Driver's Record

For: ABDELMUEZZ OSMAN ZEIDAN  
DOB: 09/13/1976  
STATUS: VALID as of 08/19/2021  
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 19th of August, 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 08/19/2021 9:50 am

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

ABDELMUEZZ OSMAN ZEIDAN  
6770 E STATE ROAD 46  
BLOOMINGTON, IN 47401-9215

License number: 3138-93-1436  
License type: DRIVERS  
License expires: 09/13/2028  
License status: VALID  
SR22: Not needed

Birth date: 09/13/1976      Gender: MALE

Current points: 0  
Social Security #:

**Physical Description:** Height: 6'4"    Weight: 200lbs    Hair color: BLACK    Eye color: BLACK    Donor: N

**Endorsements:**    None

**Pending Endorsements:**    None

**Restrictions:**    None

**Pending Restrictions:**    None

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

No Suspensions were found.

**Pending Suspension Information**

No Pending Suspensions were found.

**Disqualification Information -- (\* indicates active disqualifications)**

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

**Convictions -- (\* indicates active points)**

No Convictions were found.

Driver number: 3138-93-1436 ABDELMUEZZ OSMAN ZEIDAN

DOB: 09/13/1976

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**Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
9	01/22/2021	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
8	07/27/2018	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
7	09/24/2013	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
6	07/01/2011	3405 E JOHN HINKLE PL	BLOOMINGTON	IN	47408-2657
5	08/28/2010	1313 W 12TH ST	BLOOMINGTON	IN	47404-3142
4	11/06/2009	800 N UNION ST APT 116	BLOOMINGTON	IN	47408-2226
2	03/04/2009	2001 E LINGLBCH LN APT 408	BLOOMINGTON	IN	47408

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**Legal Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
9	01/22/2021	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
8	07/27/2018	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
7	09/24/2013	6770 E STATE ROAD 46	BLOOMINGTON	IN	47401-9215
6	07/01/2011	3405 E JOHN HINKLE PL	BLOOMINGTON	IN	47408-2657
5	08/28/2010	1313 W 12TH ST	BLOOMINGTON	IN	47404-3142
4	11/06/2009	800 N UNION ST APT 116	BLOOMINGTON	IN	47408-2226
3	03/04/2009	2001 E LINGELBACH LN APT 480	BLOOMINGTON	IN	47408-2268
1	03/04/2009	2001 E LINGLBCH LN APT 480	BLOOMINGTON	IN	47408

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Driver number: 3138-93-1436 ABDELMUEZZ OSMAN ZEIDAN

DOB: 09/13/1976

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**Credential Issuance**

Interim Credential Issue Date: 1/22/2021, Expiration Date: 2/21/2021, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 17474624

Issue Date: 01/22/2021, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/13/2028

Interim Credential Issue Date: 8/30/2016, Expiration Date: 9/29/2016, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 9378977

Issue Date: 08/30/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/22/2021

Interim Credential Issue Date: 9/24/2013, Expiration Date: 10/24/2013, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 5192911

Issue Date: 09/24/2013, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/30/2016

Interim Credential Issue Date: 7/1/2011, Expiration Date: 7/31/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 1654590

Issue Date: 07/01/2011, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/30/2016

Issue Date: 08/28/2010, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/30/2016

Issue Date: 11/06/2009, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/30/2016

Issue Date: 03/26/2009, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 11/06/2009

---

**Remarks**

Remark Date: 11/06/2009 ID Card voluntarily surrendered on: 11/6/2009 10:15:51 AM

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION All American Auto and Fleet  
INSPECTOR'S NAME Robby Curry INSPECTOR'S PHONE # 317-783-6989  
DATE OF INSPECTION 8-11-21  
TAXICAB COMPANY Swakin LLC  
VEHICLE YEAR 1999 MAKE TOYOTA MODEL 4 Runner  
VIN JT3HN87R5X9026045

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

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

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





# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Alexanders RV  
INSPECTOR'S NAME Alexanders RV INSPECTOR'S PHONE # 812-332-7442  
DATE OF INSPECTION 8/27/21  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 1992 MAKE WCA MODEL CEW Trailer  
VIN 1WC200G241055842

	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	<u>NA</u>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<u>NA</u>	<input type="checkbox"/>	
MIRRORS	<u>NA</u>	<input type="checkbox"/>	
SEATBELTS	<u>NA</u>	<input type="checkbox"/>	
BUMPER HEIGHT	<u>NA</u>	<input type="checkbox"/>	
ALL WINDOWS	<u>NA</u>	<input type="checkbox"/>	
MUFFLER	<u>NA</u>	<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









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2020

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

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

<b>PRODUCER</b> Chase Agency 859 Riverside Dr Suite 3 Greenwood, IN 46142	<b>CONTACT NAME:</b> Nick Robbearts <b>PHONE (A/C, No, Ext):</b> 317-882-2200 <b>E-MAIL ADDRESS:</b> rchambers@farmersagent.com	<b>FAX (A/C, No):</b> 317-534-3188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Abdelmuezze Zeidan 6770 E State Road 46 Bloomington, IN 47401	<b>INSURER A :</b>	
	<b>INSURER B :</b> Nationwide	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	9113J 013476	08/05/2021	02/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 50,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

All Certificate Holders Are Listed As Additional insured

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington  
 401 N. Morton Street  
 PO Box 100  
 Bloomington, IN 47402

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

AUTHORIZED REPRESENTATIVE  
 Nick Robbearts



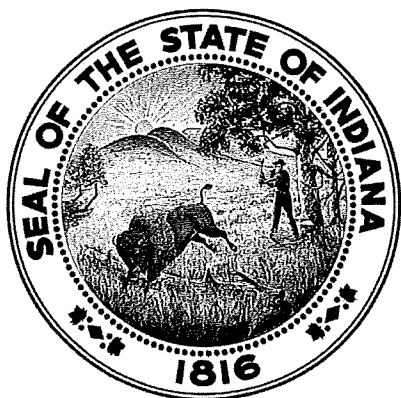


State of Indiana  
Office of the Secretary of State

Certificate of Organization  
of  
**SWAKIN LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 24, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 27, 2018

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201808241275039 / 8004542

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

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
06/28/2020 10:51 PM

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

BUSINESS ID 201808241275039  
BUSINESS TYPE Domestic Limited Liability Company  
BUSINESS NAME SWAKIN LLC  
ENTITY CREATION DATE 08/24/2018  
JURISDICTION OF FORMATION Indiana  
PRINCIPAL OFFICE ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

**YEARS FILED**

YEARS 2020/2021

**EFFECTIVE DATE**

EFFECTIVE DATE 06/28/2020  
EFFECTIVE TIME 10:51 PM

**REGISTERED OFFICE AND ADDRESS**

REGISTERED AGENT TYPE Individual  
NAME Abdelmuezz O Zeidan  
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

**PRINCIPAL(S)**

TITLE Manager  
NAME Abdelmuezz O Zeidan  
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
06/28/2020 10:51 PM

**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **June 28, 2020**.

**SIGNATURE**

Abdelmuezz Zeidan

**TITLE**

Manager

Business ID : 201808241275039

Filing No. : 8638537



**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.

*Abdelmuezzi Zeidan*  
Name, Printed

  
Signature

*8-20-2021*  
Date Release Signed



# REGISTERED RETAIL MERCHANT CERTIFICATE

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

**CONTROL NUMBER**  
2000170716872

SWAKIN LLC  
6770 E STATE ROAD 46  
BLOOMINGTON, IN 47401-9215

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

000955



SWAKIN LLC  
6770 E STATE ROAD 46  
BLOOMINGTON, IN 47401-9215

TID: 0164369740

LOC: 001

FID: 83-1875687/0

ISSUED: 09/01/2020


EXPIRES: 09/30/2022

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

*Robert J. James Jr.*

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

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

Date of this notice: 09-12-2018

Employer Identification Number:  
83-1875687

Form: SS-4

Number of this notice: CP 575 G

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

SWAKIN LLC  
ABDELMUEZZ O ZEIDAN SOLE MBR  
6770 E ST RD 46  
BLOOMINGTON, IN 47401

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

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-1875687. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

**IMPORTANT REMINDERS:**

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

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

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

Thank you for your cooperation.



**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

**Vendor:**

Name: Abdelmuen Zeidan

Signature: 

Date: 8-20-2021



**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: Abdelmuoz Zeidan

Signature: 

Date: 8-20-2021



**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:** 08/24/2021

**Business Name:** Swakin Food Truck

**Address:** 6770 E STATE ROAD 46  
Bloomington, IN 47401

**Phone:** CELL 812-606-5413

**The following permit has been issued:**

**Permit No.** 21-0208

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 08/24/2021

**Effective Date:** 08/24/2021

**Expiration Date:** 08/24/2022

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

**Tim Clapp**

Digitally signed by Tim Clapp  
DN: C=US,  
E=clappt@bloomington.in.gov,  
O=Fire Marshal, OU=City of  
Bloomington Fire, CN=Tim Clapp  
Date: 2021.08.24 17:58:11-04'00'

08/24/2021

---

**Inspector: Tim Clapp**

**Date**





# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



SWAKIN FOOD TRUCK  
ABDELMUEZZ ZEIDAN  
301 E. 3RD STREET (TURKUAZ)  
BLOOMINGTON, IN 47401

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 MAY 17 2021  
By Thomas W. Mayo

**PERMIT EXPIRES FEBRUARY 28, 2022**

**This License Is Not Transferable to Any Other Individual or Location**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2021-46**

**Mobile Vendor in Public Right of Way  
Swakin 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, Swakin 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 September 14, 2021, and ending on September 14, 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 2021-46**

- 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 14<sup>th</sup> DAY OF SEPTEMBER, 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 **2021-46** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Abdelmuezz Seidan, Manager  
Swakin LLC

Date: \_\_\_\_\_



## Board of Public Works Staff Report

---

**Project/Event:** Out of the Darkness Walk

**Petitioner/Representative:** James Uland, AFSP

**Staff Representative:** April Rosenberger

**Meeting Date:** September 14, 2021

**Event Date:** Sunday, October 03, 2021

---

The American Foundation for Suicide Prevention's Out of Darkness Walk will be held on Sunday, October 03, 2021 at Switchyard Park from 12:30 p.m. until 3:00 p.m. in order to host their suicide prevention 5K walk. The Out of the Darkness Walk is a charity event to raise awareness for mental health and suicide as well as Suicide Prevention and benefits the American Foundation for Suicide Prevention.

Parks and Recreation has approved a Parks Special Use Permit for this event.





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](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Out of the Darkness 5K Walk		
Location of Event:	Switchyard Park		
Date of Event:	10/03/2021	Time of Event:	Start: 12:30PM
Calendar Day of Week:	Sunday		End: 3:00PM
Description of Event:	5 K walk for the American Foundation for Suicide Prevention to Raise awareness for mental health and suicide as well as Suicide Prevention.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: American Foundation for Suicide Prevention	

## Applicant Information

Name:	James Uland		
Organization:	American Foundation for Suicide Prevention	Title:	Walk Co-Chair
Physical Address:	7157 N Greene County LN RD. Solsberry, IN 47459		
Email Address:	jamesuland@hotmail.com	Phone Number:	812-322-3092
Signature:		Date:	08/10/2021

## 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.**

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





# SWITCHYARD PARK

BLOOMINGTON INDIANA

## 1600 S. Rogers St.

[bloomington.in.gov/switchyard](http://bloomington.in.gov/switchyard)

Hours: 5 a.m.–11 p.m.

### Public Restrooms

#### Police Substation public restrooms

Open March through the end of November. Restrooms open approximately 9 a.m.–8 p.m.

#### Community Foundation Switchyard Plaza Spray Pad public restrooms

Open April through end of October. Restrooms open approximately 10 a.m.–5 p.m.

### Community Foundation Switchyard Plaza Spray Pad

Open Memorial Day weekend through the end of September. Hours are 10 a.m.–8 p.m. During the water feature season, restroom hours are extended until 8 p.m.

### Main Stage

[bloomington.in.gov/parks/rentals/mobile-stages](http://bloomington.in.gov/parks/rentals/mobile-stages)  
This stage is available for rent. Depending on use, a Park Special Use Permit may be required. For more information, contact Hsiung (pronounced "Shawn") Marler at [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov).

### Picnic Shelter

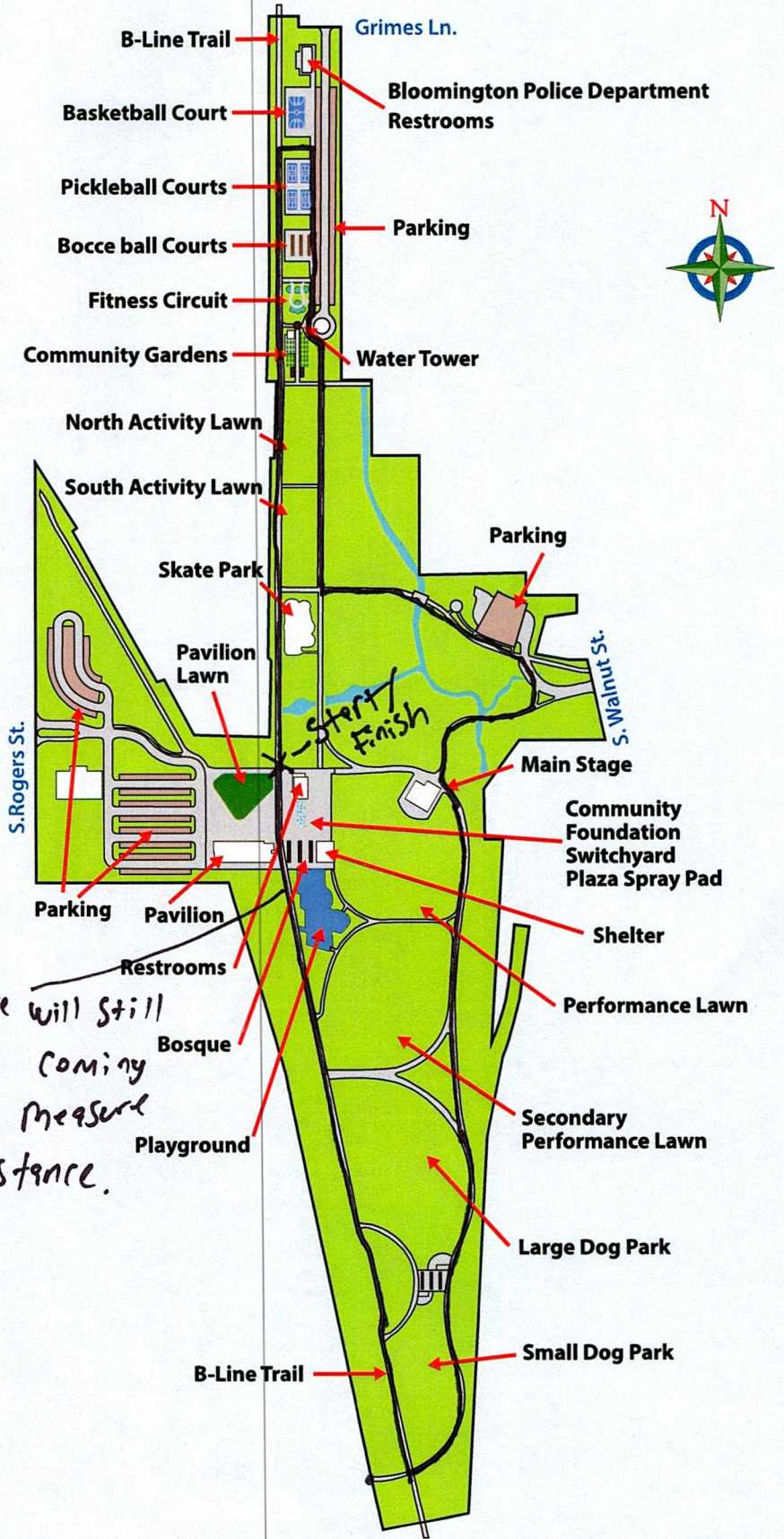
[bloomington.in.gov/parks/rentals/shelters](http://bloomington.in.gov/parks/rentals/shelters)  
This shelter can be rented. When not in use, the Picnic Shelter is first-come, first-served.

### Pavilion indoor event space

This 11,000 sq. ft. space can be rented. For more information, contact Hsiung (pronounced "Shawn") Marler at [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov).

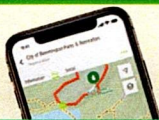
### Pavilion Lawn

[bloomington.in.gov/parks/rentals/mobile-stages](http://bloomington.in.gov/parks/rentals/mobile-stages)  
The Pavilion Lawn can be rented. Depending on use, a Park Special Use Permit may be required. For more information, contact Hsiung (pronounced "Shawn") Marler at [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov).



*We will still be coming to measure distance.*

Trail continues to Country Club Dr. Additional parking across Country Club Dr.



## OuterSpatial



Ready to begin your adventure?  
Find **City of Bloomington Parks & Recreation** on OuterSpatial's mobile app.







## Board of Public Works Staff Report

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**Project/Event:** The Commons

**Petitioner/Representative:** City of Bloomington

**Staff Representative:** April Rosenberger

**Meeting Date:** September 14, 2021

---

The Commons is a Pilot Event organized by the Office of the Mayor, ESD, Parks, and Public Works. The Commons was organized in hopes of injecting a little fun into the week and creating informal connections between employees of the City of Bloomington, CFC, Solution Tree, and The Mill. The event will be held every other Thursday (September 02, 2021 to November 18, 2021) from 11:30 am to 1:30 pm at the Showers Plaza at City Hall. Food Truck vendors will be available for food purchases, but attendees may also “brown bag-it”. Music will be played through a sound system during the events. The Commons will be a “shine only” event and will be canceled if there is a 50% or greater chance of rain. Face masks are required, regardless of vaccination status, unless eating or drinking.



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](mailto:april.rosenberger@bloomington.in.gov)

### Event and Noise Information

Name of Event:	The Commons		
Location of Event:	Showers Plaza at City Hall		
Date of Event:	9/9, 9/23, 10/7, 10/21, 11/4, & 11/18	Time of Event:	Start: 11:30 am
Calendar Day of Week:	Every Other Thursday		End: 1:30 pm
Description of Event:	The Commons is a pilot event organized by the Office of the Mayor, ESD, Parks, and Public Works that hopes to inject a little fun into the week and create informal connections between employees from City of Bloomington, CFC, Solution Tree and The Mill. Employees can purchase food from the Food Truck vendors or brown bag-it. Amplified music will be played through a sound system during the events. The Commons will be a "shine only" event and will be canceled if there is a 50% or greater chance of rain. Face masks are require for all vaccination statuses unless eating or drinking.		
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 checked="" type="checkbox"/> No	If Yes, to Benefit:	

### Applicant Information

Name:	Christina Smith		
Organization:	City of Bloomington	Title:	Projects Coordinator
Physical Address:	401 N Morton Street		
Email Address:	smithc@bloomington.in.gov	Phone Number:	812.349.3589
Signature:	<i>Christina Smith</i>	Date:	09.07.21

### 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.**

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/10/2021	Payroll				469,629.73
					<u>469,629.73</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 469,629.73

**Dated this 14th day of September 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

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**Project/Event:** Change Order #11 and #12 for the West 17<sup>th</sup> Street Reconstruction Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Matt Smethurst

**Meeting Date:** September 14, 2021

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Change Order #11 would add \$2,805.00 to the contract amount due to an overrun on the structural backfill pay item.

Change Order #12 will assess 76 days of liquidated damages to the contractor for failing to complete the work by the contractual completion date. Per the contract, there is a \$500.00 per day fine for liquidated damages for a total amount \$38,000.00 in liquidated damages being assessed.

The original contract amount for the project was \$3,026,526.18. The net change by previously authorized change orders is \$427,150.28. Change Order #11 would result in an increase to the contract of \$2,805.00. Change Order #12 would result in a deduction of \$38,000.00 from the contract. The new contract sum would be \$3,418,481.46.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant. Change Order #11 is contingent upon approval from the Redevelopment Commission.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Reed and Sons Construction

Contract Amount: \$3,026,526.18

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

### PURCHASE INFORMATION

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

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

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

	Yes	No	
# of Submittals: 4			
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)
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:

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

CO #11: add'l \$2,805.00

CO #12: less \$38,000

Total adjusted cost: \$3,418,481.46

\_\_\_\_\_  
Matt Smethurst

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Engineering

Print/Type Name

Print/Type Title

Department

# CHANGE ORDER



Project Name:  
West 17th Street Reconstruction

Change Order Number: 11

Date of Change Order: Wednesday, September 8, 2021

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

Engineer's Project #:

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

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Overrun on Structural Backfill	82.5	\$34.00 / CYS	\$2,805.00
2			/	
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$427,150.28
The Contract Sum prior to this Change Order was:	\$3,453,676.46
The Contract Sum will be changed by this Change Order in the amount of:	\$2,805.00
 The new Contract Sum including this Change Order will be:	 \$3,456,481.46
The Contract Time will be changed by:	0 Calendar Days
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Friday, June 19, 2020

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

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

# CHANGE ORDER



Project Name:  
West 17th Street Reconstruction

Change Order Number: 12

Date of Change Order: Wednesday, September 8, 2021

Contractor:

Engineer's Project #:

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

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

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Liquidated Damages	76	-\$500.00 / PER DAY	(\$38,000.00)
2			/	
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$429,955.28
The Contract Sum prior to this Change Order was:	\$3,456,481.46
The Contract Sum will be changed by this Change Order in the amount of:	(\$38,000.00)
 The new Contract Sum including this Change Order will be:	 \$3,418,481.46
The Contract Time will be changed by:	0 Calendar Days
 The date of Substantial Completion as of the date of this Change Order therefore is:	 Friday, June 19, 2020

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

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





# Board of Public Works Staff Report

**Project/Event:** Approve LPA-Consulting Contract for Construction Inspection with Clark Dietz, Inc. for the Guardrails at Various Locations throughout the City

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Patrick Dierkes, Project Engineer

**Date:** 09/14/2021

**Report:** This project will replace, upgrade and extend existing guardrail at various locations throughout the City. The project is programmed in the MPO TIP with \$190,000 in federal funds for construction. During the construction phase of the project the City will need assistance with construction inspections. Clark Dietz was selected from our on-call engineering services list to perform this service due to their extensive experience with construction inspection services. The total contract amount for these services is set at a not-to-exceed amount of \$28,200.00. This contract will be funded by the 2016 GO Bond Series H fund line 978-06-06016H-54510.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	2020
Design Services Contract*	Approved	07/07/2021
ROW Services Contract	Future	2021
Public Need Resolution	Future	2021
<b>Construction Inspection Contract</b>	<b>Current Item</b>	<b>09/14/2021</b>
Construction Contract	N/A**	2022

\* Amendment 1 updates the original design services contract to include additional environmental services.  
 \*\*Construction contracts for federally funded projects are approved and managed by INDOT.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Clark Dietz, Inc.

Contract Amount: \$28,200.00

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 type="checkbox"/> Invitation to Bid (ITB)	<input checked="" 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: 24			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list is from April 15, 2019 through March 31, 2022.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input 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:

Clark Dietz, Inc. was selected from our on-call engineering services list to perform this service due to their extensive experience with construction inspection services.

Patrick Dierkes  
 \_\_\_\_\_  
 Print/Type Name

Project Engineer  
 \_\_\_\_\_  
 Print/Type Title

Engineering  
 \_\_\_\_\_  
 Department

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 2021 (“Effective Date”) by and between the City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and Clark Dietz, Inc. (“the CONSULTANT”), [a corporation/limited liability company organized under the laws of the State of Illinois].

Des. No.: 1900404

Project Description: Installation of Guardrail at Various Locations within the City of Bloomington

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2022. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 28,200.00.**

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

## **SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
  - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
  - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.



- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

**9. Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

**11. DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;



- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

**22. Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**23. Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Patrick Dierkes, P.E.  
Project Engineer  
Engineering Department – City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Kevin Hetrick, P.E.  
Clark Dietz, Inc.  
8900 Keystone Crossing  
Suite 475  
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.



27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

**35. Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    3. Make progress so as to endanger performance of this Contract; or
    4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**CONSULTANT**  
**Clark Dietz, Inc.**  
**8900 Keystone Crossing, Suite 475**  
**Indianapolis, Indiana 46240**

**LOCAL PUBLIC AGENCY**  
**City of Bloomington**  
**401 N Morton Street**  
**Bloomington, IN 47404**

\_\_\_\_\_  
Signature and Date  
  
Kevin Hetrick, P.E. Central Indiana Area  
Manager  
\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Council  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
Signature  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
Signature  
  
\_\_\_\_\_  
Date

## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide a Resident Project Representative, and inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained. The Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

#### B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the Project.
5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and subcontractors.



6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation’s procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
  - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
  - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor’s field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
  - a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana Department of Transportation, Division of Construction Management, General Instructions to Field Employees and in accordance with current accepted practices.
  - c. Accompany visiting inspectors, representing Local, State or Federal agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
  - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor’s suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
12. Records:
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
  - c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.

- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
  - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency. The Final Construction Record is to be completed and submitted to the District within 45 days after the contractor's last day of work.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
  14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
  15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
  16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
  17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
  18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section, the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

**APPENDIX "B"**

**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between Consultant, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

## APPENDIX "C"

### SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

The CONSULTANT will be prepared to begin the work under this Agreement within five days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

1. Pre-Construction Minutes written and distributed for concurrence, five days after the Pre-Construction Meeting is held.
2. Final Construction Records to District Construction Director within forty-five days after the Contractor's last day of work.
3. Amended Final Construction Record as necessary to meet the requirements for Tree Plantings and Notice of Termination (if applicable) to District Construction Director with ten days of Tree Planting acceptance or Notice of Termination (if applicable) filing.

**APPENDIX "D"****A. Amount of Payment**

The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed the amount indicated in Section IV, unless a supplement is executed by the parties which increase the maximum amount payable.

2021 INDOT Rates	Average Direct	Overhead	9.7% Profit	Plus FCCM	2021 Rate	2022 Rate
Engineer 7	\$ 72.55	\$ 132.45	\$ 19.88	3.103	\$ 225.15	\$ 231.90
Engineer 6	\$ 61.59	\$ 112.44	\$ 16.88	3.103	\$ 191.15	\$ 196.88
Engineer 5	\$ 52.38	\$ 95.62	\$ 14.36	3.103	\$ 162.54	\$ 167.42
Engineer 4	\$ 44.80	\$ 81.79	\$ 12.28	3.103	\$ 139.03	\$ 143.20
Engineer 3	\$ 37.56	\$ 68.57	\$ 10.29	3.103	\$ 116.56	\$ 120.06
Engineer 2	\$ 32.86	\$ 59.99	\$ 9.01	3.103	\$ 101.98	\$ 105.04
Engineer 1	\$ 30.71	\$ 56.06	\$ 8.42	3.103	\$ 95.30	\$ 98.16
Technician 5	\$ 47.53	\$ 86.78	\$ 13.03	3.103	\$ 147.51	\$ 151.94
Technician 4	\$ 39.45	\$ 72.03	\$ 10.81	3.103	\$ 122.44	\$ 126.12
Technician 3	\$ 33.56	\$ 61.27	\$ 9.20	3.103	\$ 104.16	\$ 107.28
Technician 2	\$ 28.38	\$ 51.80	\$ 7.78	3.103	\$ 88.06	\$ 90.70
Technician 1	\$ 21.75	\$ 39.71	\$ 5.96	3.103	\$ 67.50	\$ 69.52

The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification. Billing rates are based on INDOT approved overhead rates and INDOT profit matrix.

<b>Position</b>	<b>Hours</b>	<b>Billing Rate</b>	<b>Amount</b>
<b>Clark Dietz</b>			
RPR (Technician 5)	40	\$151.94	\$6,077.60
Construction Inspector (Tech 3)	200	\$107.28	\$21,456.00
Mileage	1500	\$0.39	\$585.00
<b>Total</b>			<b>\$28,118.60</b>
		<b>USE</b>	<b>\$28,200</b>

Project bids March 9<sup>th</sup>, 2022, NTP est. April 1<sup>st</sup>, 2022, completion date est. August 31<sup>st</sup>, 2022.

RPR average of four hours per week for 8 week construction duration for pay estimates, change orders, and project meetings, plus 8 hours for QC of final construction record.  
Inspector average of twenty hours per week for 8 week construction duration, plus 40 hours for final construction record.

For those services by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of pocket expenses directly attributable to the Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by the INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.

It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 50 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the 40 hour week total.

The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

#### B. Method of Payment

The CONSULTANT may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to the LPA at the address in Section VI, Article 23 of this Contract.

The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address in Section VI, Article 23 of this Contract or the CONSULTANT's last known address.

If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify the LPA and the status will be evaluated.





# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Ethan Fields	01-refund adoption fee-8/30/21		09/17/2021	40.00
Erin Warman	01-refund adoption fee/rabbies vac-9/7/21		09/17/2021	75.00
Account <b>43430 - Animal Adoption Fees</b> Totals			Invoice 2 Transactions	<u>\$115.00</u>
Account <b>43460 - Medical</b>				
Erin Warman	01-refund adoption fee/rabbies vac-9/7/21		09/17/2021	15.00
Account <b>43460 - Medical</b> Totals			Invoice 1 Transactions	<u>\$15.00</u>
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-file labels		09/17/2021	8.18
6530 - Office Depot, INC	01-envelopes		09/17/2021	21.30
6530 - Office Depot, INC	01-envelopes #9		09/17/2021	27.18
5819 - Synchrony Bank	06-Canon desk calculators (Langley and Long)		09/17/2021	123.50
Account <b>52110 - Office Supplies</b> Totals			Invoice 4 Transactions	<u>\$180.16</u>
Account <b>52210 - Institutional Supplies</b>				
4136 - C. Specialties, INC	01-food trays & cat carriers (partial shipment)		09/17/2021	849.50
4136 - C. Specialties, INC	01-cat carriers (completed order)		09/17/2021	768.61
7508 - Elanco US INC	01-anti-parasitic-Droncit Feline		09/17/2021	468.67
3560 - First Financial Bank / Credit Cards	01-canine enrichment toys		09/17/2021	108.05



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-8/20/21	09/17/2021	34.26
4586 - Hill's Pet Nutrition Sales, INC	01-puppy & kitten food-8/27/21	09/17/2021	262.80
4586 - Hill's Pet Nutrition Sales, INC	01-feline & kitten food-8/20/21	09/17/2021	170.96
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-8/20/21	09/17/2021	489.10
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-8/18/21	09/17/2021	339.57
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-8/23/21	09/17/2021	8.54
4633 - Midwest Veterinary Supply, INC	01-muzzles (1 pk)-8/20/21	09/17/2021	14.13
4633 - Midwest Veterinary Supply, INC	01-muzzles (1 pk)-8/25/21	09/17/2021	14.13
4633 - Midwest Veterinary Supply, INC	01-muzzles (1 pk)-8/20/21	09/17/2021	14.13
4633 - Midwest Veterinary Supply, INC	01-syringes-8/16/21	09/17/2021	16.08
4633 - Midwest Veterinary Supply, INC	01-rabbit food-8/23/21	09/17/2021	17.65
4633 - Midwest Veterinary Supply, INC	01-pet corrector-8/20/21	09/17/2021	34.12
4633 - Midwest Veterinary Supply, INC	01-syringes-8/16/21	09/17/2021	24.12
4633 - Midwest Veterinary Supply, INC	01-anti-seizure meds, syringes-8/16/21	09/17/2021	34.63
4633 - Midwest Veterinary Supply, INC	01-milk replacer-8/13/21	09/17/2021	134.50
4633 - Midwest Veterinary Supply, INC	01-fluids-lactated ringers-8/17/21	09/17/2021	75.36
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M)-8/16/21	09/17/2021	85.30
4633 - Midwest Veterinary Supply, INC	01-milk replacer, staple remover-8/13/21	09/17/2021	143.52
4633 - Midwest Veterinary Supply, INC	01-Isolation gowns, anti-fungal meds, appetite stimulant-8/10/21	09/17/2021	159.33
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-8/13/21	09/17/2021	170.80
4633 - Midwest Veterinary Supply, INC	01-rabbit food, vinyl exam gloves (L)-8/23/21	09/17/2021	179.91
4633 - Midwest Veterinary Supply, INC	01-yard poop bags, antibiotics-8/23/21	09/17/2021	151.44



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

4633 - Midwest Veterinary Supply, INC	01-flea and tick treatment-8/20/21	09/17/2021	204.09
4633 - Midwest Veterinary Supply, INC	01-flea and trick treatment-8/20/21	09/17/2021	204.09
4633 - Midwest Veterinary Supply, INC	01-saline, anti-parasitics-8/17/21	09/17/2021	356.70
4666 - Zoetis, INC	01-feline vaccines-Felocell	09/17/2021	576.00
4666 - Zoetis, INC	01-canine vaccines-Vanguard Rapid Resp 3 SF 25	09/17/2021	321.00
4574 - John Deere Financial (Rural King)	01-rabbit food	09/17/2021	10.99
4574 - John Deere Financial (Rural King)	01-litter	09/17/2021	249.50
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 33 Transactions	\$6,691.58
<b>Account 52310 - Building Materials and Supplies</b>			
394 - Kleindorfer Hardware & Variety	01-hoses repair parts-clamp, washers	09/17/2021	7.91
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 1 Transactions	\$7.91
<b>Account 52340 - Other Repairs and Maintenance</b>			
313 - Fastenal Company	01-trash liners-8/25/21	09/17/2021	308.40
6530 - Office Depot, INC	01-compact fridge	09/17/2021	58.38
<b>Account 52340 - Other Repairs and Maintenance Totals</b>		Invoice 2 Transactions	\$366.78
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-8/26/21	09/17/2021	541.32
6529 - BloomingPaws, LLC	01-spay/neuter surgeries-8/20/21	09/17/2021	548.61
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 8/16-8/31/21	09/17/2021	4,285.41
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 8/2-8/12/21	09/17/2021	4,740.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, vet visits-8/18-8/24/21	09/17/2021	210.98
<b>Account 53130 - Medical Totals</b>		Invoice 5 Transactions	\$10,326.32



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	01-chemical immobilization training for 2 ACOs -8/17/21	09/17/2021	1,390.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<hr/> \$1,390.00
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021	09/01/2021	219.06
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$219.06
		Transactions	

**Account 53220 - Postage**

4487 - PMB East, INC (PakMail)	01-BOH shipping-8/30/21	09/17/2021	22.82
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/23/21	09/17/2021	22.82
	Account <b>53220 - Postage</b> Totals	Invoice 2	<hr/> \$45.64
		Transactions	

**Account 53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- August 2021 management fees	09/17/2021	294.04
	Account <b>53540 - Natural Gas</b> Totals	Invoice 1	<hr/> \$294.04
	Program <b>010000 - Main</b> Totals	Invoice 53	<hr/> \$19,651.49
		Transactions	

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

**Account 53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, vet visits-8/18-8/24/21	09/17/2021	492.52
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-8/26-8/31/21	09/17/2021	868.00
	Account <b>53130 - Medical</b> Totals	Invoice 2	<hr/> \$1,360.52
	Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 2	<hr/> \$1,360.52
	Department <b>01 - Animal Shelter</b> Totals	Invoice 55	<hr/> \$21,012.01
		Transactions	

**Department 02 - Public Works**



# HSA-GYM-Massage-WorkComp

Invoice Date Range 08/01/21 - 08/31/21

Vendor	Invoice No.	Invoice Description	Invoice Date	Due Date	Payment Date	Invoice Amount
<b>Fund 800 - Risk Management(S0203)</b>						
Department <b>10 - Legal</b>						
Program <b>100000 - Main</b>						
Account <b>53420 - Worker's Comp &amp; Risk</b>						
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL072821	10-JWF - WC Claim Fees- BL07821	08/03/2021	08/03/2021	08/11/2021	4,977.78
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL081321	10-JWF - WC Claim Fees- BL081321	08/13/2021	08/13/2021	08/17/2021	2,400.89
7792 - ONB Benefit Administration LLC (JWF Specialty)	BLO082321	10-JWF - WC Claim Fees- BLO082321	08/24/2021	08/24/2021	08/30/2021	563.50
7792 - ONB Benefit Administration LLC (JWF Specialty)	BLO082621	10-TTD - JWF - WC Claim Fees	08/26/2021	08/26/2021	08/30/2021	679.67
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals 4						\$8,621.84
Program <b>100000 - Main</b> Totals 4						\$8,621.84
Department <b>10 - Legal</b> Totals 4						\$8,621.84
Fund <b>800 - Risk Management(S0203)</b> Totals 4						\$8,621.84
<b>Fund 801 - Health Insurance Trust</b>						
Department <b>12 - Human Resources</b>						
Program <b>120000 - Main</b>						
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>						
17785 - The Howard E. Nyhart Company, INC	080421HSA	12-Nyhart ER Cont \$103.36	08/04/2021	08/04/2021	08/04/2021	103.36
3928 - Aim Medical Trust	08012021	12-August 2021 AIM Medical Trust	08/05/2021	08/05/2021	08/06/2021	980,463.27
3908 - CIGNA Healthcare	080521	Premiums \$980,463.27 12-July 2021 Cigna Dental Claims	08/05/2021	08/05/2021	08/06/2021	30,432.07
17785 - The Howard E. Nyhart Company, INC	081121HSA	\$30,432.07 12-City/Util URM	08/11/2021	08/11/2021	08/11/2021	1,144.77
17785 - The Howard E. Nyhart Company, INC	August 2021	12-August Wellness Reimbursements	08/23/2021	08/23/2021	08/23/2021	4,115.00
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals 5						\$1,016,258.47
Program <b>120000 - Main</b> Totals 5						\$1,016,258.47



# HSA-GYM-Massage-WorkComp

Invoice Date Range 08/01/21 - 08/31/21

Department <b>12 - Human Resources</b> Totals	5	\$1,016,258.47
Fund <b>801 - Health Insurance Trust</b> Totals	5	\$1,016,258.47

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

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

17785 - The Howard E. Nyhart Company, INC	073021 daily	12-City/Util URM	08/02/2021	08/02/2021	08/02/2021	10.00
17785 - The Howard E. Nyhart Company, INC	073121daily	12-City/Util URM	08/02/2021	08/02/2021	08/02/2021	60.00
17785 - The Howard E. Nyhart Company, INC	080121daily	12-City/Util URM	08/02/2021	08/02/2021	08/02/2021	224.56
17785 - The Howard E. Nyhart Company, INC	080521daily	12-City/Util URM	08/06/2021	08/06/2021	08/06/2021	109.91
17785 - The Howard E. Nyhart Company, INC	080821daily	12-City/Util URM	08/09/2021	08/09/2021	08/09/2021	80.00
17785 - The Howard E. Nyhart Company, INC	080621daily	12-City/Util URM	08/09/2021	08/09/2021	08/09/2021	55.00
17785 - The Howard E. Nyhart Company, INC	080721daily	12-City/Util URM	08/09/2021	08/09/2021	08/09/2021	25.00
17785 - The Howard E. Nyhart Company, INC	081021daily	12-City/Util URM	08/11/2021	08/11/2021	08/11/2021	12.60
17785 - The Howard E. Nyhart Company, INC	081121daily	12-City/Util URM	08/12/2021	08/12/2021	08/12/2021	25.00
17785 - The Howard E. Nyhart Company, INC	081221 daily	12-City/Util URM	08/13/2021	08/13/2021	08/13/2021	208.03
17785 - The Howard E. Nyhart Company, INC	081321daily	12-City/Util URM	08/16/2021	08/16/2021	08/16/2021	32.11
17785 - The Howard E. Nyhart Company, INC	081421daily	12-City/Util URM	08/16/2021	08/16/2021	08/16/2021	95.00
17785 - The Howard E. Nyhart Company, INC	081521daily	12-City/Util URM	08/16/2021	08/16/2021	08/16/2021	53.68
17785 - The Howard E. Nyhart Company, INC	081721daily	12-City/Util URM	08/18/2021	08/18/2021	08/18/2021	643.50
17785 - The Howard E. Nyhart Company, INC	081821daily	12-City/Util URM	08/19/2021	08/19/2021	08/19/2021	17.32
17785 - The Howard E. Nyhart Company, INC	082021daily	12-City/Util URM	08/23/2021	08/23/2021	08/23/2021	56.82
17785 - The Howard E. Nyhart Company, INC	082221daily	12-City/Util URM	08/23/2021	08/23/2021	08/23/2021	65.00
17785 - The Howard E. Nyhart Company, INC	082121daily	12-City/Util URM	08/23/2021	08/23/2021	08/23/2021	227.78
17785 - The Howard E. Nyhart Company, INC	082421daily	12-City/Util URM	08/25/2021	08/25/2021	08/25/2021	70.00





# HSA-GYM-Massage-WorkComp

Invoice Date Range 08/01/21 - 08/31/21

17785 - The Howard E. Nyhart Company, INC	082521daily	12-City/Util URM	08/26/2021	08/26/2021	08/26/2021	3.65
17785 - The Howard E. Nyhart Company, INC	082621daily	12-City/Util URM	08/27/2021	08/27/2021	08/27/2021	5.43
17785 - The Howard E. Nyhart Company, INC	082721daily	12-City/Util URM	08/30/2021	08/30/2021	08/30/2021	829.78
17785 - The Howard E. Nyhart Company, INC	082821daily	12-City/Util URM	08/30/2021	08/30/2021	08/30/2021	64.07
17785 - The Howard E. Nyhart Company, INC	082921daily	12-City/Util URM	08/30/2021	08/30/2021	08/30/2021	103.09
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals 24						\$3,077.33
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>						
17785 - The Howard E. Nyhart Company, INC	081321HSA	12-Nyhart HSA EE Contributions	08/12/2021	08/12/2021	08/12/2021	18,383.96
17785 - The Howard E. Nyhart Company, INC	082721payroll	12-Nyhart HSA EE Contributions	08/26/2021	08/26/2021	08/26/2021	20,368.96
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals 2						\$38,752.92
Program <b>120000 - Main</b> Totals 26						\$41,830.25
Department <b>12 - Human Resources</b> Totals 26						\$41,830.25
Fund <b>804 - Insurance Voluntary Trust</b> Totals 26						\$41,830.25
Grand Totals 35						\$1,066,710.56



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Program 020000 - Main**

**Account 46060 - Other Violations**

Andrew Macy	26-refund over payment pkg citation #21202401875	09/17/2021	60.00
	<b>Account 46060 - Other Violations Totals</b>	Invoice 1	<u>60.00</u>
		Transactions	

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	19-2 Inch Fire Hose Nozzle for Facilities, INV#453499644779	09/17/2021	126.70
	<b>Account 52420 - Other Supplies Totals</b>	Invoice 1	<u>126.70</u>
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021	09/01/2021	41.78
1079 - AT&T	02-Radio circuits-phone charges 7/29- 8/28/21	09/09/2021	181.19
	<b>Account 53210 - Telephone Totals</b>	Invoice 2	<u>222.97</u>
		Transactions	
	<b>Program 020000 - Main Totals</b>	Invoice 4	<u>409.67</u>
		Transactions	
	<b>Department 02 - Public Works Totals</b>	Invoice 4	<u>409.67</u>
		Transactions	

**Department 03 - City Clerk**

**Program 030000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	03-Tissues and Hand Sanitizer Wipes	09/17/2021	264.38
6530 - Office Depot, INC	03-Portfolio	09/17/2021	3.99
	<b>Account 52110 - Office Supplies Totals</b>	Invoice 2	<u>268.37</u>
		Transactions	

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	03-Clerk Cassette Tape Converter	09/17/2021	26.95
	<b>Account 52420 - Other Supplies Totals</b>	Invoice 1	<u>26.95</u>
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)	03-AIM Ideas Summit registration-Bolden	09/17/2021	345.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<hr/> \$345.00
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	123.30
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$123.30
		Transactions	
	Program <b>030000 - Main</b> Totals	Invoice 5	<hr/> \$763.62
		Transactions	
	Department <b>03 - City Clerk</b> Totals	Invoice 5	<hr/> \$763.62
		Transactions	

**Department 04 - Economic & Sustainable Dev**

**Program 040000 - Main**

**Account 52110 - Office Supplies**

3892 - Midwest Color Printing, INC	04-Business Cards for Lauren Clemens	09/17/2021	75.35
6530 - Office Depot, INC	04-Paper Towels and Sticky Notes	09/17/2021	18.18
	Account <b>52110 - Office Supplies</b> Totals	Invoice 2	<hr/> \$93.53
		Transactions	

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	04-Growing Sustainable Communities Conference-Clemens & Goodman	09/17/2021	310.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<hr/> \$310.00
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	41.10
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$41.10
		Transactions	

**Account 53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	09/17/2021	18.32
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# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$18.32
	Transactions	
Program <b>040000 - Main</b> Totals	Invoice 5	\$462.95
	Transactions	

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

421 - Centerstone Of Indiana, INC	04-Agreement with Centerstone for Employment Program 2021	BC 2021-79	09/17/2021	9,059.80
	Account <b>53960 - Grants</b> Totals		Invoice 1	\$9,059.80
			Transactions	

Account **53970 - Mayor's Promotion of Business**

3560 - First Financial Bank / Credit Cards	04-Job Posting on GovtJobs.com - TDM		09/17/2021	199.00
3560 - First Financial Bank / Credit Cards	04-Job Posting on GovernmentJobs.com - TDM		09/17/2021	199.00
3560 - First Financial Bank / Credit Cards	04-Refund for Job Posting on GovtJobs.com - TDM		09/17/2021	(199.00)
	Account <b>53970 - Mayor's Promotion of Business</b> Totals		Invoice 3	\$199.00
			Transactions	
	Program <b>04RCVR - Recover Foward</b> Totals		Invoice 4	\$9,258.80
			Transactions	
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 9	\$9,721.75
			Transactions	

Department **05 - Common Council**

Program **050000 - Main**

Account **52110 - Office Supplies**

3560 - First Financial Bank / Credit Cards	05 - Three-Ring Binders - Office Depot		09/17/2021	71.58
	Account <b>52110 - Office Supplies</b> Totals		Invoice 1	\$71.58
			Transactions	
	Program <b>050000 - Main</b> Totals		Invoice 1	\$71.58
			Transactions	
	Department <b>05 - Common Council</b> Totals		Invoice 1	\$71.58
			Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 52110 - Office Supplies**

5103 - Staples Contract & Commercial, INC	06-Calendars (Langley and Dean)	09/17/2021	22.58
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<hr/> \$22.58
		Transactions	

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	06-Mouse for C Gilliland in OOTC	09/17/2021	49.99
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<hr/> \$49.99
		Transactions	

**Account 53910 - Dues and Subscriptions**

1125 - Standard and Poors, LLC (S&P Global Ratings)	06-CUSIP number for bonds-7/1/21	09/17/2021	91.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<hr/> \$91.00
		Transactions	
	Program <b>060000 - Main</b> Totals	Invoice 3	<hr/> \$163.57
		Transactions	
	Department <b>06 - Controller's Office</b> Totals	Invoice 3	<hr/> \$163.57
		Transactions	

**Department 07 - Engineering**

**Program 070000 - Main**

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	348.45
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$348.45
		Transactions	

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	07 - doxpop Mo. Fee for public records & ALTA Survey	09/17/2021	16.35
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<hr/> \$16.35
		Transactions	
	Program <b>070000 - Main</b> Totals	Invoice 2	<hr/> \$364.80
		Transactions	
	Department <b>07 - Engineering</b> Totals	Invoice 2	<hr/> \$364.80
		Transactions	

**Department 09 - CFRD**



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Program 090000 - Main**

**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards	09-RHI Sociable Cities Summit Registration-BCA and C. Culp	09/17/2021	190.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<u>\$190.00</u>
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	41.10
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$41.10</u>
		Transactions	

**Account 53960 - Grants**

3560 - First Financial Bank / Credit Cards	09-JD's Taste of Chicago--food for Crestmont Community Event	09/17/2021	65.00
	Account <b>53960 - Grants</b> Totals	Invoice 1	<u>\$65.00</u>
		Transactions	

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	09 - 2021 DEI Summit - Beverly registration	09/17/2021	85.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$85.00</u>
		Transactions	
	Program <b>090000 - Main</b> Totals	Invoice 4	<u>\$381.10</u>
		Transactions	
	Department <b>09 - CFRD</b> Totals	Invoice 4	<u>\$381.10</u>
		Transactions	

**Department 10 - Legal**

**Program 100000 - Main**

**Account 53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP	10 legal service Bose 801697 annexation	09/17/2021	15,832.50
19660 - Bose McKinney & Evans, LLP	10 legal services Bose 11291M mailers Jackson Group	09/17/2021	28,485.22
19660 - Bose McKinney & Evans, LLP	10 legal services Bose 799628 fed funded projects advice	09/17/2021	3,000.00
19660 - Bose McKinney & Evans, LLP	10 legal services Bose 802437 fed funded projects advice	09/17/2021	3,000.00





# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

205 - City Of Bloomington	10-PC reimb-Mo Co Recorder-recording fee waiver-7/12/21	09/17/2021	25.00
3560 - First Financial Bank / Credit Cards	10-Monroe Co. Treasurer fee-Robertson case-inc. proc fee	09/17/2021	71.35
608 - Krieg Devault, LLP	10 legal services governmental affairs 513178	09/17/2021	2,500.00
Account <b>53120 - Special Legal Services</b> Totals		Invoice 7 Transactions	<u>\$52,914.07</u>
<b>Account 53220 - Postage</b>			
4487 - PMB East, INC (PakMail)	10 postage Pak Mail 28275185251	09/17/2021	37.73
Account <b>53220 - Postage</b> Totals		Invoice 1 Transactions	<u>\$37.73</u>
<b>Account 53990 - Other Services and Charges</b>			
205 - City Of Bloomington	10 recording fees 8.26.21	09/17/2021	50.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	<u>\$50.00</u>
Program <b>100000 - Main</b> Totals		Invoice 9 Transactions	<u>\$53,001.80</u>
Department <b>10 - Legal</b> Totals		Invoice 9 Transactions	<u>\$53,001.80</u>
<b>Department 11 - Mayor's Office</b>			
<b>Program 110000 - Main</b>			
<b>Account 53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	11-registration for Deputy Mayor for USCM conference	09/17/2021	1,500.00
3560 - First Financial Bank / Credit Cards	11-registration for mayor for AIM Ideas Summit	09/17/2021	345.00
3560 - First Financial Bank / Credit Cards	11-REFUND for Deputy Mayor conference (cancelled)	09/17/2021	(1,500.00)
Account <b>53160 - Instruction</b> Totals		Invoice 3 Transactions	<u>\$345.00</u>
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21-Inv. 287287430216X08192021	09/01/2021	114.48
Account <b>53210 - Telephone</b> Totals		Invoice 1 Transactions	<u>\$114.48</u>



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53230 - Travel**

3560 - First Financial Bank / Credit Cards	11-Deputy Mayor flight to USCM conference	09/17/2021	350.96
3560 - First Financial Bank / Credit Cards	11-REFUND for Deputy Mayor flight (cancelled conference)	09/17/2021	(350.96)
<b>Account 53230 - Travel Totals</b>		Invoice 2 Transactions	\$0.00

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	09/17/2021	39.99
3560 - First Financial Bank / Credit Cards	11-Lucidchart monthly subscription	09/17/2021	9.95
53442 - Paragon Micro, INC	11-PowerBI subscription for Innovation	09/17/2021	9.16
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 3 Transactions	\$59.10

**Account 53960 - Grants**

3560 - First Financial Bank / Credit Cards	09-JD's Taste of Chicago--food for Crestmont Community Event	09/17/2021	700.00
<b>Account 53960 - Grants Totals</b>		Invoice 1 Transactions	\$700.00

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 7/30	09/17/2021	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/2	09/17/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/5	09/17/2021	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/9	09/17/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/12	09/17/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/19	09/17/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/23 (take 1)	09/17/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/23 (take 2)	09/17/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 8/26	09/17/2021	5.00



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 9	\$43.75
	Transactions	
Program <b>110000 - Main</b> Totals	Invoice 19	\$1,262.33
	Transactions	
Department <b>11 - Mayor's Office</b> Totals	Invoice 19	\$1,262.33
	Transactions	
Department <b>12 - Human Resources</b>		
Program <b>120000 - Main</b>		
Account <b>52110 - Office Supplies</b>		
501 - Karl Clark (KC Designs)	12-department envelopes (1,000)	09/17/2021 95.00
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1 \$95.00
		Transactions
Account <b>53210 - Telephone</b>		
13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021 24.11
	Account <b>53210 - Telephone</b> Totals	Invoice 1 \$24.11
		Transactions
Account <b>53320 - Advertising</b>		
6891 - Gatehouse Media Indiana Holdings	12- City Job Ads \$269.25	09/17/2021 269.25
	Account <b>53320 - Advertising</b> Totals	Invoice 1 \$269.25
		Transactions
Account <b>53990 - Other Services and Charges</b>		
3560 - First Financial Bank / Credit Cards	12-Audible Books	09/17/2021 29.96
3560 - First Financial Bank / Credit Cards	12-SHRM Membership \$219.00	09/17/2021 219.00
3560 - First Financial Bank / Credit Cards	12-Audible Books	09/17/2021 29.96
3560 - First Financial Bank / Credit Cards	12-Audible Books	09/17/2021 29.96
6099 - Safe Hiring Solutions	12-out of state background checks \$875.45	09/17/2021 875.45
5819 - Synchrony Bank	12-Jabra Wireless Headset \$190.00	09/17/2021 190.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 6 \$1,374.33
		Transactions



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Program <b>120000 - Main</b> Totals		Invoice 9	\$1,762.69
Department <b>12 - Human Resources</b> Totals		Transactions	
		Invoice 9	\$1,762.69
		Transactions	
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
8305 - Schmidt Associates, INC	1	09/17/2021	87.50
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1	\$87.50
		Transactions	
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	411.00
Account <b>53210 - Telephone</b> Totals		Invoice 1	\$411.00
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
4442 - American Planning Association	13 -APA Membership (Gabriel Holbrow)	09/17/2021	413.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$413.00
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 7/31/21	BC 2020-104 09/17/2021	355.50
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$355.50
		Transactions	
Program <b>130000 - Main</b> Totals		Invoice 4	\$1,267.00
		Transactions	
Program <b>131000 - Environmental</b>			
Account <b>52420 - Other Supplies</b>			
651 - Engraving & Stamp Center, INC	13 - Name Tags	09/17/2021	53.92
Account <b>52420 - Other Supplies</b> Totals		Invoice 1	\$53.92
		Transactions	
Program <b>131000 - Environmental</b> Totals		Invoice 1	\$53.92
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 5 \$1,320.92  
 Transactions

Department **13 - Planning** Totals

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

4574 - John Deere Financial (Rural King)	19-Return of Chain Loop	09/17/2021	(3.02)
4574 - John Deere Financial (Rural King)	19-chain loop (2), autocut 25-2 head size 44	09/17/2021	76.45
138 - Gooldy & Sons, INC	19-T&S Brass Vacuum Breaker Repair Kit	09/17/2021	25.00
395 - Kirby Risk Corp	19- 600 volts RK TD Fuse	09/17/2021	147.96
394 - Kleindorfer Hardware & Variety	19 - safety glasses	09/17/2021	14.95
394 - Kleindorfer Hardware & Variety	19- Building Supplies @ City Hall	09/17/2021	115.12
394 - Kleindorfer Hardware & Variety	19 - loppers	09/17/2021	78.98
394 - Kleindorfer Hardware & Variety	19 - PL200 sealant	09/17/2021	10.47
5819 - Synchrony Bank	19-2 Inch Fire Hose Nozzle for Facilities , INV# 6343568	09/17/2021	298.93

Account **52310 - Building Materials and Supplies** Totals Invoice 9 \$764.84  
 Transactions

Account **52420 - Other Supplies**

293 - J&S Locksmith Shop, INC	19-Mega Fire Spark Plug	09/17/2021	3.39
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Account **52420 - Other Supplies** Totals Invoice 1 \$3.39  
 Transactions

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Facility Employee Workers, INV# 1824954098	BC 2009-52	09/17/2021	39.47
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees, INV# 1824976602	BC 2009-52	09/17/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees	BC 2009-52	09/17/2021	39.47
19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees	BC 2009-52	09/17/2021	35.43



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees	BC 2009-52	09/17/2021	35.43
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19171 - Aramark Uniform & Career Apparel Group, INC	19- Uniform Pants for Facility Employees	BC 2009-52	09/17/2021	35.43
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Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 6 Transactions			<hr/> \$220.66
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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021		09/01/2021	167.12
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Account <b>53210 - Telephone</b> Totals	Invoice 1 Transactions			<hr/> \$167.12
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Account **53610 - Building Repairs**

912 - Central Security Systems, INC	19-City Hall Com Mon W/ Test 10/1/21- 12/31/21		09/17/2021	150.00
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4483 - City Lawn Corporation	19-SA Mowing 2541 W 3rd 8/18	BC 2020-71	09/17/2021	50.00
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4483 - City Lawn Corporation	19-Mowing 2nd/Weimer 8/11	BC 2020-71	09/17/2021	35.00
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4483 - City Lawn Corporation	19-SA Mowing 1910 W. 3rd St 8/4,18	BC 2020-71	09/17/2021	80.00
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4483 - City Lawn Corporation	19-SA Mowing at Tapp/Rockport 8/26, Inv# 18965	BC 2020-71	09/17/2021	35.00
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4483 - City Lawn Corporation	19-SA Mowing at City Hall 8/5,12,19; Inv# 18962	BC 2020-71	09/17/2021	45.00
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4483 - City Lawn Corporation	19-SA Mowing 4th/Washington 8/2; Inv# 18973	BC 2020-71	09/17/2021	30.00
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4483 - City Lawn Corporation	19-SA Mowing 3410 S Walnut St 8/13; Inv# 18969	BC 2020-71	09/17/2021	120.00
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Account <b>53610 - Building Repairs</b> Totals	Invoice 8 Transactions			<hr/> \$545.00
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Account **53990 - Other Services and Charges**

7211 - Crisis Cleaning, INC	19-Public Property Cleanup @ Fairview & Grimes	BC 2019-114	09/17/2021	6,678.71
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Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1 Transactions			<hr/> \$6,678.71
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Program <b>190000 - Main</b> Totals	Invoice 26 Transactions			<hr/> \$8,379.72
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Department <b>19 - Facilities Maintenance</b> Totals	Invoice 26 Transactions			<hr/> \$8,379.72
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Department **28 - ITS**





# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Program 280000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	28 - Two 2-pack pen refills	09/17/2021	8.18
		Account <b>52110 - Office Supplies</b> Totals	Invoice 1
			Transactions
			\$8.18

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	448.58
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21-#287289748780X08192021	09/01/2021	586.25
1079 - AT&T	28-CH/off site fac-long distance chgs 08/09/2021-BAN #849494015	09/01/2021	169.36
1079 - AT&T	28-phone chgs 7/20-8/19/21-#812 339-2261 261 1-inc new lines-4th	09/09/2021	6,457.53
		Account <b>53210 - Telephone</b> Totals	Invoice 4
			Transactions
			\$7,661.72

**Account 53640 - Hardware and Software Maintenance**

3989 - Ricoh USA, INC	28 - City Hall copier maintenance August 2021	09/17/2021	1,447.16
3989 - Ricoh USA, INC	28 - Police Admin, BFD, Blucher August 2021	09/17/2021	82.08
		Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 2
			Transactions
			\$1,529.24

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28-Bluesky Zoom timer Turbo - one-time bill	09/17/2021	49.99
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription Aug 2021	09/17/2021	89.95
3560 - First Financial Bank / Credit Cards	28 - Desiree King - Notary Continuing Education	09/17/2021	50.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 participants, 500 GB record, webinar 8/20-9/19/21	09/17/2021	430.00
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription August 2021	09/17/2021	69.95
3560 - First Financial Bank / Credit Cards	28 - Google APIs August 1-31, 2021	09/17/2021	101.04
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly Aug 27th-Sept. 27th, 2021	09/17/2021	119.00



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

3560 - First Financial Bank / Credit Cards

28 - Zoho Site 24x7 monthly subscription  
8/27-9/26/21

09/17/2021 39.00

53442 - Paragon Micro, INC

28 - Adobe Acrobat Pro for Julie M. -  
OOTC

09/17/2021 404.99

7344 - Periodic INC

28 - August 2021 resources, bookables,  
and overages

09/17/2021 117.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 10  
Transactions \$1,470.92

Account **54420 - Purchase of Equipment**

6222 - Apple, INC

28 - USB-C adapter - Mary Catherine -  
OOTM

09/17/2021 69.00

3560 - First Financial Bank / Credit Cards

28-Best Buy 5-port Gigabit Ethernet  
Switch

09/17/2021 40.48

Account **54420 - Purchase of Equipment** Totals

Invoice 2  
Transactions \$109.48

Program **280000 - Main** Totals

Invoice 19  
Transactions \$10,779.54

Department **28 - ITS** Totals

Invoice 19  
Transactions \$10,779.54

Fund **101 - General Fund (S0101)** Totals

Invoice 170  
Transactions \$109,395.10

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

Department **05 - Common Council**

Program **05RCVR - Recover Forward**

Account **53960 - Grants**

7014 - Society of St. Vincent De Paul, Archdiocesan

15-JH21 Grant-utilities assistance to 10  
recipients-Inv #4

09/17/2021 3,066.00

Account **53960 - Grants** Totals

Invoice 1  
Transactions \$3,066.00

Program **05RCVR - Recover Forward** Totals

Invoice 1  
Transactions \$3,066.00

Department **05 - Common Council** Totals

Invoice 1  
Transactions \$3,066.00

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

Invoice 1  
Transactions \$3,066.00

Fund **312 - Community Services**

Department **09 - CFRD**



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Program **090018 - CBVN**

Account **53640 - Hardware and Software Maintenance**

3560 - First Financial Bank / Credit Cards	09-Jotform Inc.-Bronze Monthly subscription	09/17/2021	19.00
3560 - First Financial Bank / Credit Cards	09-PicMonkey-annual pro subscription-graphic editing software	09/17/2021	120.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 2	<u>\$139.00</u>
		Transactions	
Program <b>090018 - CBVN</b> Totals		Invoice 2	<u>\$139.00</u>
		Transactions	
Department <b>09 - CFRD</b> Totals		Invoice 2	<u>\$139.00</u>
		Transactions	
Fund <b>312 - Community Services</b> Totals		Invoice 2	<u>\$139.00</u>
		Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Sep 2021-inc temp FD	09/01/2021	1,614.27
Account <b>53750 - Rentals - Other</b> Totals		Invoice 1	<u>\$1,614.27</u>
		Transactions	

Account **54420 - Purchase of Equipment**

5534 - Presidio Holdings, INC	25 - Network Refresh Phase II - Adder license	09/17/2021	2,157.50
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 1	<u>\$2,157.50</u>
		Transactions	

Account **54450 - Equipment**

53442 - Paragon Micro, INC	25 - CapR - 1 laptop	09/17/2021	1,779.99
Account <b>54450 - Equipment</b> Totals		Invoice 1	<u>\$1,779.99</u>
		Transactions	
Program <b>254000 - Infrastructure</b> Totals		Invoice 3	<u>\$5,551.76</u>
		Transactions	

Program **256000 - Services**



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	28-401 N Morton-business services/internet-9/1-9/30/21	09/01/2021	183.40
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services/internet-8/27-9/26/21	09/01/2021	108.35
12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Sep 2021-inc temp FD	09/01/2021	1,375.00
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-August 2021	09/17/2021	65.00

Account <b>53150 - Communications Contract</b> Totals	Invoice 4	\$1,731.75
Program <b>256000 - Services</b> Totals	Transactions	
Department <b>25 - Telecommunications</b> Totals	Invoice 4	\$1,731.75
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Transactions	
	Invoice 7	\$7,283.51
	Transactions	
	Invoice 7	\$7,283.51
	Transactions	

**Fund 450 - Local Road and Street(S0706)**

**Department 20 - Street**

**Program 200000 - Main**

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

223 - Duke Energy	02-W 11th (Fairview & Fountain)-install & elec chgs 7/22-8/20/21	BC 2021-10	09/09/2021	41.88
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 8/18-8/24/21-inc. install	BC 2021-10	09/09/2021	6,980.42
223 - Duke Energy	20-Equipment Costs/elec chgs-Howe & Rogers-8/12-8/26/21	BC 2021-51	09/17/2021	7,484.46
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 7/26-8/24/21		09/17/2021	46.94
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 7/30-8/30/21		09/17/2021	46.94
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 7/28-8/26/21	BC 2019-99	09/17/2021	10.99
223 - Duke Energy	02-W. 17th St Reconstruction Proj.-7/29-8/27/21	BC 2019-15	09/17/2021	99.68
223 - Duke Energy	04-Downtown Alleys LED Upgrade-maint/energy costs 8/18-8/26/21	BC 2021-60	09/17/2021	3,429.22
223 - Duke Energy	02-Henderson St Pathway-equipment/elec chgs 8/6-8/27/21	BC 2019-100	09/17/2021	305.43



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 -

09/17/21

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

Invoice 9 \$18,445.96

Transactions

Program **200000 - Main** Totals

Invoice 9 \$18,445.96

Transactions

Department **20 - Street** Totals

Invoice 9 \$18,445.96

Transactions

Fund **450 - Local Road and Street(S0706)** Totals

Invoice 9 \$18,445.96

Transactions

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

6262 - Koenig Equipment, INC

20-Truck #412-Stihl MS250 w/18" chainsaw

09/17/2021 322.99

Account **52420 - Other Supplies** Totals

Invoice 1 \$322.99

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021

09/01/2021 42.50

13969 - AT&T Mobility II, LLC

06-cell phone chgs 7/12-8/11/21- #287289748780X08192021

09/01/2021 167.12

Account **53210 - Telephone** Totals

Invoice 2 \$209.62

Transactions

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity- August 2021 management fees

09/17/2021 22.09

Account **53540 - Natural Gas** Totals

Invoice 1 \$22.09

Transactions

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)- 8/18/21

BC 2009-52 09/17/2021 36.65

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-8/18/21

09/17/2021 34.28

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)- 8/25/21

BC 2009-52 09/17/2021 10.91

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-8/25/21

09/17/2021 34.28



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)- 9/1/21	BC 2009-52	09/17/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/1/21		09/17/2021	34.28
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 6	<u>\$161.31</u>
			Transactions	
Account <b>53990 - Other Services and Charges</b>				
290 - James H Drew, Corporation	20-Repair to damaged traffic light at 17th & Kinser		09/17/2021	1,450.19
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1	<u>\$1,450.19</u>
			Transactions	
Program <b>200000 - Main</b> Totals			Invoice 11	<u>\$2,166.20</u>
			Transactions	
Department <b>20 - Street</b> Totals			Invoice 11	<u>\$2,166.20</u>
			Transactions	
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals			Invoice 11	<u>\$2,166.20</u>
			Transactions	
Fund <b>452 - Parking Facilities(S9502)</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>43160 - Lot/Garage Leases - Annual</b>				
Sam Sedziol	26-refund garage pkg permit-found other pkg arrangements		09/17/2021	62.00
Account <b>43160 - Lot/Garage Leases - Annual</b> Totals			Invoice 1	<u>\$62.00</u>
			Transactions	
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
54432 - T2 Systems, INC	26-T2 PERMIT SERVICES SCOPE AND QUOTE		09/17/2021	1,875.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals			Invoice 1	<u>\$1,875.00</u>
			Transactions	
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021		09/01/2021	123.30
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021		09/01/2021	13.93
Account <b>53210 - Telephone</b> Totals			Invoice 2	<u>\$137.23</u>
			Transactions	





# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53510 - Electrical Services**

223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 7/22-8/20/21		09/01/2021	1,251.40
223 - Duke Energy	26-4th St Garage-105 W 4th-elec. chgs 7/28-8/26/21		09/17/2021	758.52
<b>Account 53510 - Electrical Services Totals</b>			Invoice 2 Transactions	<u>\$2,009.92</u>

**Account 53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	26-Monitoring for 4th St Garage	BC 2021-70	09/17/2021	23.34
3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-67	09/17/2021	1,080.00
<b>Account 53610 - Building Repairs Totals</b>			Invoice 2 Transactions	<u>\$1,103.34</u>

**Account 53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-67	09/17/2021	17,471.16
<b>Account 53640 - Hardware and Software Maintenance Totals</b>			Invoice 1 Transactions	<u>\$17,471.16</u>

**Account 53830 - Bank Charges**

18844 - First Financial Bank, N.A.	26-Garages-July 2021 Bank Fees paid in August 2021		08/31/2021	2,299.04
<b>Account 53830 - Bank Charges Totals</b>			Invoice 1 Transactions	<u>\$2,299.04</u>

**Account 53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage- October 2021 garage rent		09/17/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2021 garage rent		09/17/2021	38,035.85
<b>Account 53840 - Lease Payments Totals</b>			Invoice 2 Transactions	<u>\$55,860.64</u>
<b>Program 260000 - Main Totals</b>			Invoice 12 Transactions	<u>\$80,818.33</u>
<b>Department 26 - Parking Totals</b>			Invoice 12 Transactions	<u>\$80,818.33</u>
<b>Fund 452 - Parking Facilities(S9502) Totals</b>			Invoice 12 Transactions	<u>\$80,818.33</u>

**Fund 454 - Alternative Transport(S6301)**



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

Department **02 - Public Works**

Program **020000 - Main**

Account **43170.0005 - Residential Neighborhood Permits Zone # 5**

Ann Buynak	26-refund partial payment Zone 5 permit-paid more than permit fe	09/17/2021	62.00
Account <b>43170.0005 - Residential Neighborhood Permits Zone # 5</b> Totals		Invoice 1	\$62.00
		Transactions	

Account **43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit**

Omega Properties	26-partial refund for 12 All Zone permits	09/17/2021	36.00
Account <b>43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit</b> Totals		Invoice 1	\$36.00
		Transactions	

Account **46060 - Other Violations**

CRG Residential	26-refund over payment pkg citation #212020033585	09/17/2021	60.00
Scott Santon	26-refund over payment pkg citation #21202000389	09/17/2021	60.00
Account <b>46060 - Other Violations</b> Totals		Invoice 2	\$120.00
		Transactions	
Program <b>020000 - Main</b> Totals		Invoice 4	\$218.00
		Transactions	
Department <b>02 - Public Works</b> Totals		Invoice 4	\$218.00
		Transactions	

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

17 - Bynum Fanyo & Associates, INC	13-14th St SW-Madison to Woodburn-billing period 11/1/20-8/20/21	BC 2019-106	09/17/2021	1,950.00
18844 - First Financial Bank, N.A.	05-Maxwell ST SW-BC-2020-92-CN-6/26-8/12/21-App 2		09/17/2021	2,783.11
6754 - John M Simpson (Monroe LLC)	05-Maxwell ST SW-BC-2020-92-CN-6/26-8/12/21-App 2	BC 2020-92	09/17/2021	45,879.04
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 3	\$50,612.15	
		Transactions		
Program <b>050000 - Main</b> Totals		Invoice 3	\$50,612.15	
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 3 \$50,612.15

Department **05 - Common Council** Totals

Invoice 3  
 Transactions

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	41.10
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021	09/01/2021	13.92
1838 - Verizon Wireless	26-PE cell phone charges-7/24-8/23/21	09/09/2021	144.42

Account **53210 - Telephone** Totals

Invoice 3  
 Transactions \$199.44

Account **53640 - Hardware and Software Maintenance**

54432 - T2 Systems, INC	26-T2 PERMIT SERVICES SCOPE AND QUOTE	09/17/2021	312.50
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Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1  
 Transactions \$312.50

Program **260000 - Main** Totals

Invoice 4  
 Transactions \$511.94

Department **26 - Parking** Totals

Invoice 4  
 Transactions \$511.94

Fund **454 - Alternative Transport(S6301)** Totals

Invoice 11  
 Transactions \$51,342.09

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

6688 - SSW Enterprises, LLC (Office Pride)	26-Office Pride-Office Cleaning for New Parking Office	BC 2020-105 09/17/2021	373.00
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Account **52340 - Other Repairs and Maintenance** Totals

Invoice 1  
 Transactions \$373.00

Account **52420 - Other Supplies**

5819 - Synchrony Bank	26-3 Otter Box Cases for Parking IPads	09/17/2021	204.00
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# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 1 \$204.00

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

54432 - T2 Systems, INC 26-T2 PERMIT SERVICES SCOPE AND QUOTE  
 Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals

Invoice 1  
 Transactions

09/17/2021 312.50

Invoice 1  
 Transactions

\$312.50

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC 06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021  
 13969 - AT&T Mobility II, LLC 06-cell phone chgs 7/12-8/11/21- #287289748780X08192021  
 1838 - Verizon Wireless 26-PE cell phone charges-7/24-8/23/21

09/01/2021 41.10

09/01/2021 13.93

09/09/2021 649.89

Account **53210 - Telephone** Totals

Invoice 3  
 Transactions

\$704.92

**Account 53830 - Bank Charges**

18844 - First Financial Bank, N.A. 26-Parking-July 2021 Bank Fees paid in August 2021  
 18844 - First Financial Bank, N.A. 26-Parking-July 2021 Bank Fees paid in August 2021  
 Account **53830 - Bank Charges** Totals

08/31/2021 2,878.67

08/31/2021 6,373.13

Invoice 2  
 Transactions

\$9,251.80

Program **260000 - Main** Totals

Invoice 8  
 Transactions

\$10,846.22

Department **26 - Parking** Totals

Invoice 8  
 Transactions

\$10,846.22

Fund **455 - Parking Meter Fund(S2141)** Totals

Invoice 8  
 Transactions

\$10,846.22

**Fund 456 - MVH Restricted**

**Department 20 - Street**

**Program 200000 - Main**

**Account 52340 - Other Repairs and Maintenance**

409 - Black Lumber Co. INC 20-Traffi Bldg-push broom-8/23/21  
 Account **52340 - Other Repairs and Maintenance** Totals

09/17/2021 11.99

Invoice 1  
 Transactions

\$11.99



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 52420 - Other Supplies**

409 - Black Lumber Co. INC	20-4 pc SAE ratchet wrench-8/25/21	09/17/2021	34.99
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$34.99</u>
	Program <b>200000 - Main</b> Totals	Transactions	
	Department <b>20 - Street</b> Totals	Invoice 2	<u>\$46.98</u>
	Fund <b>456 - MVH Restricted</b> Totals	Transactions	
		Invoice 2	<u>\$46.98</u>
		Transactions	

**Fund 601 - Cumulative Capital Devlp(S2391)**

**Department 02 - Public Works**

**Program 020000 - Main**

**Account 52420 - Other Supplies**

603 - Traffic Control Corporation	20-Traffic Signal Cellular Connectivity-22 BC 2020-64	09/17/2021	36,905.00
	locations-remaining		
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$36,905.00</u>
	Program <b>020000 - Main</b> Totals	Transactions	
	Department <b>02 - Public Works</b> Totals	Invoice 1	<u>\$36,905.00</u>
	Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals	Transactions	
		Invoice 1	<u>\$36,905.00</u>
		Transactions	

**Fund 730 - Solid Waste (S6401)**

**Department 16 - Sanitation**

**Program 160000 - Main**

**Account 52420 - Other Supplies**

7225 - Arctic Glacier USA, INC	16-ice for employees-151 7# bags-8/26/21	09/17/2021	322.57
409 - Black Lumber Co. INC	16-mailbox replacement-8/19/21	09/17/2021	59.99
5697 - Cascade Engineering, INC	16-96 gallon trash/recycle carts (75)	09/17/2021	3,045.35



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

793 - Indiana Safety Company, INC	16-Leather & coated palm gloves-8/23/21	09/17/2021	113.15
793 - Indiana Safety Company, INC	16-Leather & coated palm gloves-8/24/21	09/17/2021	113.15
<b>Account 52420 - Other Supplies Totals</b>		Invoice 5 Transactions	<u>\$3,654.21</u>
<b>Account 53150 - Communications Contract</b>			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-wireless radio services-September 2021	09/17/2021	572.05
<b>Account 53150 - Communications Contract Totals</b>		Invoice 1 Transactions	<u>\$572.05</u>
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	06-cell phone chgs-7/12-8/11/21-Inv. 287297421132X08192021	09/01/2021	419.36
13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021	09/01/2021	41.78
<b>Account 53210 - Telephone Totals</b>		Invoice 2 Transactions	<u>\$461.14</u>
<b>Account 53240 - Freight / Other</b>			
793 - Indiana Safety Company, INC	16-Leather & coated palm gloves-8/23/21	09/17/2021	14.81
793 - Indiana Safety Company, INC	16-Leather & coated palm gloves-8/24/21	09/17/2021	14.52
<b>Account 53240 - Freight / Other Totals</b>		Invoice 2 Transactions	<u>\$29.33</u>
<b>Account 53310 - Printing</b>			
7815 - A&M Graphics (Baugh Fine Print and Mailing)	16-"Can't Collect" recycling stickers (3,000)	09/17/2021	512.20
<b>Account 53310 - Printing Totals</b>		Invoice 1 Transactions	<u>\$512.20</u>
<b>Account 53540 - Natural Gas</b>			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-August 2021 management fees	09/17/2021	5.32
<b>Account 53540 - Natural Gas Totals</b>		Invoice 1 Transactions	<u>\$5.32</u>
<b>Account 53640 - Hardware and Software Maintenance</b>			
7146 - Routeware, INC	16-misc hardware	09/17/2021	35.00



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 1 \$35.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1  
 Transactions

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 8/25/21	BC 2009-52	09/17/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/25/21		09/17/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 9/1/21	BC 2009-52	09/17/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/1/21		09/17/2021	23.26

Account **53920 - Laundry and Other Sanitation Services** Totals

Invoice 4  
 Transactions \$62.20

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-trash disposal fee-8/2-8/14/21		09/17/2021	16,779.88
52226 - Hoosier Transfer Station-3140	16-recycling fees - 8/2-8/12/21		09/17/2021	2,892.90
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-7 loads-August 2021		09/17/2021	154.00

Account **53950 - Landfill** Totals

Invoice 3  
 Transactions \$19,826.78

Program **160000 - Main** Totals

Invoice 20  
 Transactions \$25,158.23

Department **16 - Sanitation** Totals

Invoice 20  
 Transactions \$25,158.23

Fund **730 - Solid Waste (S6401)** Totals

Invoice 20  
 Transactions \$25,158.23

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

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10 Crane's shoes 6561 lagenour		09/17/2021	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear shoes 363169		09/17/2021	100.00

Account **52430 - Uniforms and Tools** Totals

Invoice 2  
 Transactions \$200.00





# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53160 - Instruction**

6619 - Gary R Connor	10 OSHA training certificate card	09/17/2021	64.00
Account <b>53160 - Instruction</b> Totals		Invoice 1	\$64.00
		Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21-Inv. 287287430216X08192021	09/01/2021	41.78
Account <b>53210 - Telephone</b> Totals		Invoice 1	\$41.78
		Transactions	

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

7792 - ONB Benefit Administration LLC (JWF Specialty)	0-JWF - WC Claim Fees- BL0083121 7-29-21-8-4-21	09/09/2021	3,460.60
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-WC Claims-9/1/2021	09/09/2021	2,203.63
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals		Invoice 2	\$5,664.23
		Transactions	

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	10-notary fee for background check	09/17/2021	16.32
3560 - First Financial Bank / Credit Cards	10-notary bond renewal Farrell	09/17/2021	75.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$91.32
		Transactions	

Program **100000 - Main** Totals Invoice 8 \$6,061.33

Department **10 - Legal** Totals Invoice 8 \$6,061.33

Fund **800 - Risk Management(S0203)** Totals Invoice 8 \$6,061.33

**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-September 2021 Cigna Dental/Vision \$9,915.04	09/17/2021	2,088.90
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# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

18539 - Life Insurance Company Of North America	12-August 2021 Bill Reference# 103094_080121	09/17/2021	4,256.80
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	09/17/2021	1,152.95
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3 Transactions	<u>\$7,498.65</u>
<b>Account 53990.1201 - Other Services and Charges Health Insurance</b>			
3928 - Aim Medical Trust	12-September 2021 AIM Medical Trust \$959,889.60	09/07/2021	959,889.60
3908 - CIGNA Healthcare	12-August 2021 Cigna Dental Claim Funding \$33,848.59	09/07/2021	33,848.59
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals		Invoice 2 Transactions	<u>\$993,738.19</u>
<b>Account 53990.1278 - Other Services and Charges Disability LTD</b>			
18539 - Life Insurance Company Of North America	12-August 2021 Bill Reference# 103094_080121	09/17/2021	5,880.94
Account <b>53990.1278 - Other Services and Charges Disability LTD</b> Totals		Invoice 1 Transactions	<u>\$5,880.94</u>
Program <b>120000 - Main</b> Totals		Invoice 6 Transactions	<u>\$1,007,117.78</u>
Department <b>12 - Human Resources</b> Totals		Invoice 6 Transactions	<u>\$1,007,117.78</u>
Fund <b>801 - Health Insurance Trust</b> Totals		Invoice 6 Transactions	<u>\$1,007,117.78</u>
<b>Fund 802 - Fleet Maintenance(\$9500)</b>			
<b>Department 17 - Fleet Maintenance</b>			
<b>Program 170000 - Main</b>			
<b>Account 52230 - Garage and Motor Supplies</b>			
4693 - Monroe County Tire & Supply, INC	17-tires	09/17/2021	2,358.36
Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice 1 Transactions	<u>\$2,358.36</u>
<b>Account 52240 - Fuel and Oil</b>			
349 - White River Cooperative, INC	17 - unleaded fuel	BC 2019-107A 09/17/2021	24,264.53
349 - White River Cooperative, INC	17 - unleaded fuel	BC 2019-107A 09/17/2021	24,276.07



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 2 \$48,540.60  
 Transactions

Account **52320 - Motor Vehicle Repair**

Account	Description	Date	Amount
4763 - Altec, INC (NUECO)	17-981700841 / 981701372 check valve	09/17/2021	240.29
244 - Bloomington Ford, INC	17 - #922 OSL identify the draw of the electrical system	09/17/2021	399.90
244 - Bloomington Ford, INC	17-oil	09/17/2021	90.12
244 - Bloomington Ford, INC	17-clip	09/17/2021	30.00
244 - Bloomington Ford, INC	17-tube assy	09/17/2021	51.92
244 - Bloomington Ford, INC	17-moulding - door	09/17/2021	57.32
244 - Bloomington Ford, INC	17-glass asy - rear	09/17/2021	63.64
244 - Bloomington Ford, INC	17-oil cooler asy	09/17/2021	117.38
244 - Bloomington Ford, INC	17-tube - fuel feed	09/17/2021	134.49
244 - Bloomington Ford, INC	17-hose and tube asy	09/17/2021	163.03
244 - Bloomington Ford, INC	17-V-belt & service on 2017 Ford Police Interc	09/17/2021	264.19
244 - Bloomington Ford, INC	17-rotor asy - brake	09/17/2021	220.50
4335 - Circle Distributing, INC	17-Parts - MTV BT97	09/17/2021	39.65
4335 - Circle Distributing, INC	17-Parts - MTD TX834	09/17/2021	125.22
4335 - Circle Distributing, INC	17-Parts - MTF FL500SB12	09/17/2021	46.92
4335 - Circle Distributing, INC	17-Parts - MTC CN6035	09/17/2021	1,093.46
4335 - Circle Distributing, INC	17-parts - MTC CN6036; MTC CN6025	09/17/2021	1,490.19
4335 - Circle Distributing, INC	17-Parts - MTC CN6036	09/17/2021	1,640.19
5792 - Clark Truck Equipment Co., INC	17 - dumper dogg pump	09/17/2021	509.99
21104 - Cummins Crosspoint, LLC	17-#550 hose lower	09/17/2021	40.20



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

594 - Curry Auto Center, INC	17-SL-N-Bolt	09/17/2021	4.98
594 - Curry Auto Center, INC	17-SL-N-Switch	09/17/2021	32.35
51827 - Fire Service, INC	17- rubber cab mount	09/17/2021	119.74
3560 - First Financial Bank / Credit Cards	17 - #624 control unit	09/17/2021	579.28
455 - Industrial Service & Supply, INC	17- steel fittings	09/17/2021	85.35
796 - Interstate Battery System of Bloomington, INC	17-batteries	09/17/2021	389.00
4439 - JX Enterprises, INC	17-dosing valve-def	09/17/2021	361.22
16069 - Palmer Trucks, INC	652578bsm A/C switch	09/17/2021	63.75
786 - Richard's Small Engine, INC	17- belt	09/17/2021	120.09
54351 - Sternberg, INC	17-misc international parts - breather	09/17/2021	11.23
54351 - Sternberg, INC	17-misc international parts - gasket kit	09/17/2021	100.92
54351 - Sternberg, INC	17-misc international parts - adjuster	09/17/2021	181.24
54351 - Sternberg, INC	17-misc international parts - horn kit, chamber	09/17/2021	234.44
54351 - Sternberg, INC	17-misc international parts - abs	09/17/2021	249.34
54351 - Sternberg, INC	17-misc international parts - remanufactshed, adjusters	09/17/2021	299.59
54351 - Sternberg, INC	17-misc international parts - pipe, support tashed	09/17/2021	1,808.26
54351 - Sternberg, INC	17-misc international parts - pump kit	09/17/2021	3,006.19
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 37 Transactions	<u>\$14,465.57</u>
<b>Account 52420 - Other Supplies</b>			
177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supply, other	09/17/2021	202.74
8181 - Lawson Products, INC	17-misc parts	09/17/2021	372.22
<b>Account 52420 - Other Supplies Totals</b>		Invoice 2 Transactions	<u>\$574.96</u>



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 7/12-8/11/21- #287289748780X08192021	09/01/2021	41.78
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$41.78
		Transactions	

**Account 53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- August 2021 management fees	09/17/2021	15.22
	Account <b>53540 - Natural Gas</b> Totals	Invoice 1	<hr/> \$15.22
		Transactions	

**Account 53620 - Motor Repairs**

244 - Bloomington Ford, INC	17 - #922 OSL identify the draw of the electrical system	09/17/2021	725.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service	09/17/2021	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service	09/17/2021	100.00
54351 - Sternberg, INC	17 - 690 alignment	09/17/2021	107.00
	Account <b>53620 - Motor Repairs</b> Totals	Invoice 4	<hr/> \$1,157.00
		Transactions	

**Account 53650 - Other Repairs**

3286 - Peacetree, INC (PEI Maintenance)	17 Annual line and leak testing	09/17/2021	600.00
3286 - Peacetree, INC (PEI Maintenance)	17 Annual line and leak testing	09/17/2021	600.00
	Account <b>53650 - Other Repairs</b> Totals	Invoice 2	<hr/> \$1,200.00
		Transactions	

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms	BC 2009-52	09/17/2021	17.94
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel		09/17/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms	BC 2009-52	09/17/2021	17.94
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel		09/17/2021	69.56
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 4	<hr/> \$175.00	
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	17 - title fees	09/17/2021	30.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$30.00
Program <b>170000 - Main</b> Totals		Transactions	
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 55	\$68,558.49
Fund <b>802 - Fleet Maintenance(S9500)</b> Totals		Transactions	
		Invoice 55	\$68,558.49
		Transactions	
		Invoice 55	\$68,558.49
		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-September 2021 Cigna Dental/Vision	09/17/2021	7,826.14
	\$9,915.04		
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	\$7,826.14
		Transactions	

**Account 53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/01/2021	147.45
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/02/2021	12.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/03/2021	58.90
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/5/21	09/07/2021	34.53
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/3/2021	09/07/2021	133.64
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/4/2021	09/07/2021	71.40
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/7/2021	09/08/2021	33.61
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/8/2021	09/09/2021	147.05
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/9/2021	09/10/2021	376.12



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 - 09/17/21  
 Invoice 9 \$1,014.70

Account **53990.1271 - Other Services and Charges Section 125 - URM- City Totals**

Invoice 9  
 Transactions \$1,014.70

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/31/2021	925.00
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC City-9/7-9/8/21	09/07/2021	119.00

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City Totals**

Invoice 2  
 Transactions \$1,044.00

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-August 2021 Bill Reference# 103094_080121	09/17/2021	16,751.80
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Account **53990.1273 - Other Services and Charges Term Life Totals**

Invoice 1  
 Transactions \$16,751.80

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-August 2021 Bill Reference# 103094_080121	09/17/2021	9,749.12
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Account **53990.1277 - Other Services and Charges Disability STD Totals**

Invoice 1  
 Transactions \$9,749.12

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/01/2021	287.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/02/2021	112.86
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/5/21	09/07/2021	1.70
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/3/2021	09/07/2021	35.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/4/2021	09/07/2021	30.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/8/2021	09/09/2021	108.53
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail Request-9/9/2021	09/10/2021	202.08

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

Invoice 7  
 Transactions \$777.26

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

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions -9/8/21	09/08/2021	18,518.96
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# Board of Public Works Claim Register

Invoice Date Range 08/31/21 -

09/17/21

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

Invoice 1 \$18,518.96

Transactions \$18,518.96

Program **120000 - Main** Totals

Invoice 22 \$55,681.98

Transactions \$55,681.98

Department **12 - Human Resources** Totals

Invoice 22 \$55,681.98

Transactions \$55,681.98

Fund **804 - Insurance Voluntary Trust** Totals

Invoice 22 \$55,681.98

Transactions \$55,681.98

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

3663 - WSP USA, INC

13-Sare Rd. Path & Intersection Proj.-4/1- BC 2019-46 09/17/2021 710.56

7/31/21

Account **54510 - Other Capital Outlays** Totals Invoice 1 \$710.56

Transactions \$710.56

Program **06016B - 2016 B Ped/Signal/Intersection** Totals Invoice 1 \$710.56

Transactions \$710.56

Program **06016D - 2016 D Multi Use Paths**

Account **54310 - Improvements Other Than Building**

223 - Duke Energy

02-Henderson St Pathway- BC 2019-100 09/17/2021 11,539.20

equipment/elec chgs 8/6-8/27/21

Account **54310 - Improvements Other Than Building** Totals Invoice 1 \$11,539.20

Transactions \$11,539.20

Program **06016D - 2016 D Multi Use Paths** Totals Invoice 1 \$11,539.20

Transactions \$11,539.20

Program **06016G - 2016 G Sanitation Carts**

Account **54510 - Other Capital Outlays**

5697 - Cascade Engineering, INC

16-96 gallon trash/recycle carts (75) 09/17/2021 5,279.65

Account **54510 - Other Capital Outlays** Totals Invoice 1 \$5,279.65

Transactions \$5,279.65

Program **06016G - 2016 G Sanitation Carts** Totals Invoice 1 \$5,279.65

Transactions \$5,279.65

Department **06 - Controller's Office** Totals Invoice 3 \$17,529.41

Transactions \$17,529.41



# Board of Public Works Claim Register

Invoice Date Range 08/31/21 -

09/17/21

Fund **978 - City 2016 GO Bond Proceeds** Totals

Invoice 3

\$17,529.41

Transactions

Grand Totals

Invoice 348

\$1,500,561.61

Transactions

## REGISTER OF CLAIMS

### Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/17/2021	Claims				1,500,561.61
August	HSA/WorkComp/MT & Gym/CIGNA				1,066,710.56
					<u><u>2,567,272.17</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 **\$ 2,567,272.17**

**Dated this 14th day of September 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 \_\_\_\_\_