Board of Public Works Meeting September 28, 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/88299743027?pwd=Q084QzhwT3hSZE5nVIJGMUhlNHFhUT09

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

Topic: Board of Public Works

Time: Sep 28, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://bloomington.zoom.us/j/88299743027?pwd=Q084QzhwT3hSZE5nVlJGMUhlNHFhUT09

Meeting ID: 882 9974 3027

Passcode: 177632

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 882 9974 3027

Passcode: 177632

Find your local number: https://bloomington.zoom.us/u/kks6CobF

AGENDA BOARD OF PUBLIC WORKS September 28, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, September 28, 2021 at 5:30 p.m. via Zoom by using the following link:

https://bloomington.zoom.us/j/88299743027?pwd=Q084QzhwT3hSZE5nVIJGMUhINHFhUT09

The City will offer virtual options, including <u>CATS</u> 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. TITLE VI ENFORCEMENT

- 1. 1209 W. 11th Street
- 2. 1600 W. Fountain Drive

IV. CONSENT AGENDA

- 1. Approval of Minutes September 14, 2021
- 2. Resolution 2021-49: Right-of-Way Encroachment Agreement for Saint James Woods Neighborhood Association
- 3. Resolution 2021-50: Fall Pop-Up Market
- 4. Resolution 2021-51: New Mobile Vendor in Public Right-of-Way; Pappy Shack Popcorn
- 5. Resolution 2021-52 Renew Mobile Vendor in Public Right-of-Way; Cup of Joy LLC
- 6. Noise Permit for Hoosier Youth Philharmonic Fall Concert
- 7. Noise Permit Shosholoza Train
- 8. Noise Permit for Busk at Dusk
- 9. Addendum #2 for Evens Time Parker Services Agreement
- 10. Renewal #1 with ReCollect Digital Recycling Education Software
- 11. Addendum #4 to Contract to Purchase Fuel for City Vehicles
- 12. Addendum #1 to Agreement with Cassady Electric
- 13. Approval of Payroll

V. NEW BUSINESS

- 1. Change Order #2 for the Henderson, Rogers, Winslow Multi-Use Path Project with Crider & Crider
- 2. Change Order #1 for the 3rd and Indiana Signal Replacement Project with E&B Paving, Inc.
- 3. Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 6th-Morton Alley Improvement Project
- 4. Street Closure Request on N. Lindbergh Dr. and E. 15th Street from Reed & Sons Construction (Late October 2021)
- 5. Lane Closure Request on N. Walnut Street from E. 19th St to the Bypass in front of 1800 N. Walnut St. from Goodman Construction (September 29, 2021 October 01, 2021)
- 6. Contract with Infrastructure Management Services (IMS) for Asset Management
- 7. Agreement with Vintage Window Restoration LP for Window Repair at John Waldron Arts Center

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. <u>ADJOURNMENT</u>

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

Staff Report

To: Board of Public Works
From: Jo Stong & Daniel Dixon
Date: September 28, 2021

Re: Request to Abate property at 1209 West 11th Street, Bloomington, IN

Attachments:

- 1. Notices of Violation Issued August 12, August 25, and September 8, 2021.
- 2. Photograph(s) of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

Facts:

- 1. Bloomington Municipal Code § 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
- 2. On August 12, August 25, and September 8, 2021, a Neighborhood Compliance Officer inspected the property located at 1209 West 11th Street, Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the "NOV").
- 3. The NOV was/were issued to Catherine Mobley as the Personal Representative of the Estate of Thomas Mobley, and Attorney Alphonso Manns, attorney for the Estate of Thomas Mobley (Hereinafter the "Owner") because the Estate of Thomas Mobley is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 4. The violations have not been corrected and the NOV were not appealed.
- 5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
- 7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



City of Bloomington Housing and Neighborhood Development

On 08/12/2021, 08/25/2021, 09/08/2021 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

	-
	6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste o recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
	6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
	6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.
Тh	is ticket was issued to the property located at 1209 W 11th St. The violation has not been

This ticket was issued to the property located at 1209 W 11th St. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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

BPW Meeting Date: 09/28/2021

Property Owner: Catherine Mobley

Address: 613 E Miller Dr

Is this a rental?

Agent: N/A

Address: N/A

Parcel Number: 53-05-32-208-002.000-005

Legal Description: 013-12640-00 CENTRAL PARK LOT 1



BPW: _____

Notice of Violation

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

Dat	te 8/12/21 Time 1045 am Address/location 1209 W 11th 8t 47404
Issi	ued by: 218
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the eet more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall removed from the street or sidewalk on the same day as the collection is made.
	☐ Fine Due: \$15.00 ☐ Warning (No fine due at this time) ☐ Ticket#
NC	OTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).
nre	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any emises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.
	Fine Due: \$\Bigcup \\$50 \Bigcup \\$150 \Bigcup \text{Warning (No fine due at this time)} \text{Ticket#}
NC	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
%r⊣ \\ \	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance. Fine Due: \$\int\\$50 \$\square\$\$\$100 \$\square\$
#11/2/K11-000	
Co	omments: Mow all overgown grass on the property.
kee more	
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4.	This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.
	Owner Name Mobiley Catherine Agent Name
	Address <u>U13 E Miller Dr.</u> Address
	City Bloomung for State M City State
	Zip Code 47403 Zip Code
	BPW: Mail Copies To: Resident: Owner: X Agent:



Notice of Violation

Housing & Neighborhood Development Department (HAND) P.O. Box 100

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Dat	te 8,25-21
Issu	ued by: ∂V
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the set more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall removed from the street or sidewalk on the same day as the collection is made.
NO	Fine Due: \$15.00
nre	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any mises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.
	Fine Due: S50 S100 S150 Warning (No fine due at this time) Ticket#
or 1	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.
NC NC	Fine Due: S50 S100 S150 Warning (No fine due at this time) Ticket# 49/55 OTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
827.577.00	
Co	mments: MOW all overgrown grass on the property.
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4.	This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.
	Owner Name Mobiley, Catherine Agent Name
	Address <u>6/3 & Miller Dr</u> Address
	City Blommaton State M City State
	Zip Code 47401 Zip Code
	BPW: Mail Copies To: Resident: Owner: Kagent:



Notice of Violation

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

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	BMC 6. noxious Fine D	.06.050 It is plants beyon	unlawful fond the heigh	or the owner o	of any lot of or to such	or tract of gro a extent that the	ound with he growt	hin the city th is detrim e at this	to allov nental to	w it to becon the public h	ne over nealth a	rgrown wi and constit	ith weeds, grass, tutes a nuisance.
Cor	mments:	MIN	919944449141999999999999999999999999999	Overapo	WV _	opass	<u>M</u>	the p	MPEI	Ay	THE PERSON NAMED IN COLUMN	chant in continuous control of the Test of the Section (A STATE COMPANY AND
1.	Departr above.	ment for furthe	er enforcem	s from date of i ent action. Thi ey order payal	is NOV mus	st be returned	with payr	nent. You n	nay pay i	in person or	mail pa	ayment to t	City's Legal the address listed lonroe County
2.	exact co	opy of any and sible for fines	d all leases i due. A non-	sessory resident in effect during possessory resi e be held respo	the time pe idential rent	eriod covered b tal property ow	by the NC wner is the	OV (per occu e owner of re	urrence), : record, bu	at which time it one that is i	e said te not a res	enant(s) sha	d with a true and all be held id property.
3.	City hat compliant to injur	s the authority ance) and/or a active relief. I	y to bring the ssessing cos If the City of	e property into	compliance with clean-ue, with perm	e itself or the C up of the prope nission from th	City may l rty, and p ne City of	hire a private ursuing any Bloomingto	e third-pa other ren on Board	arty contracto nedies availa of Public Wo	or to brit ble by la	ng the prop aw, includi	of the property (the perty into ing but not limited perty and abates th
4.	This No	OV may be ap ment, within s	pealed to the	ne City's Board of the date of iss	of Public V suance of th	Works, provide 11s NOV.	ed a writte	en appeal is	filed with	h the Board,	via the (City's Publi	ic Works
	Owne	er Name <u></u>	lobley	Cather	inl] A	gent Nam	ie				
	Addre	1.12	. A	liller D)Y			ddress					
	City_	Bloom	ungto	<u>M</u>	Sta	ate //		City				Sta	ate
	Zin C	ode.	47	401			$ _{z}$	Cip Code					

Mail Copies To: Resident:_

Owner:_



City of Bloomington Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Charles, Fredrick Lee, Thomas & Crystal Mobley ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 1209 W 11th Street, Bloomington 47404, under parcel number 53-05-32-208-002.000-005 and whose legal description is 013-12640-00 CENTRAL PARK LOT 1 (Hereinafter the "Property").

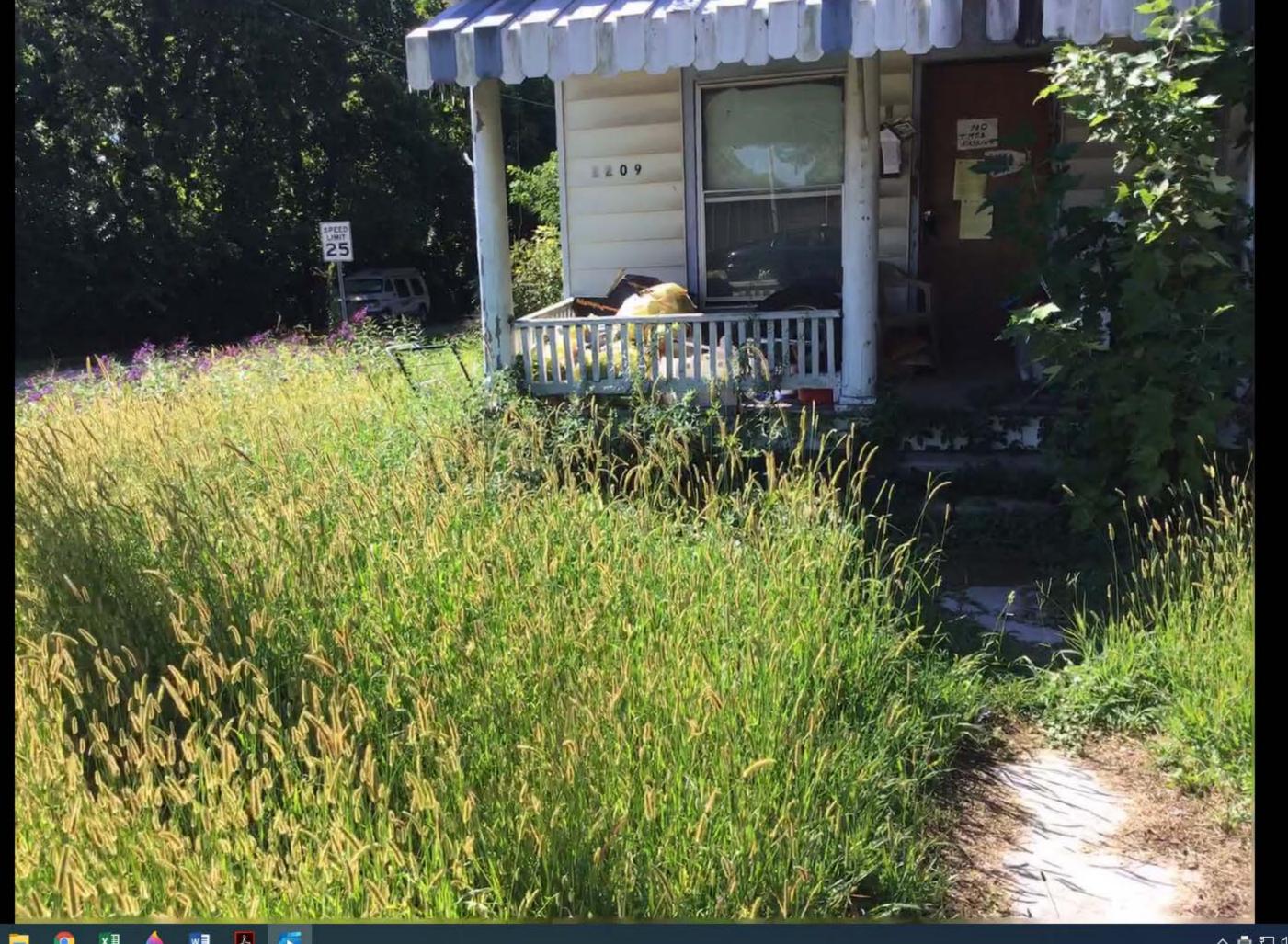
If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday September 28 via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

Housing Division: (812) 349-3401





























Monroe County, IN

1209 W 11th ST, Bloomington, IN 47404-3213 53-05-32-208-002.000-005



Parcel Information

Parcel Number: 53-05-32-208-002.000-005

Alt Parcel Number: 013-12640-00

Property Address: 1209 W 11th ST

Bloomington, IN 47404-3213

Neighborhood: 1312 Trending 2006 - A

Property Class: 1 Family Dwell - Platted Lot

Owner Name: Mobley, Charles; Mobley, Fredrick Lee; Mobley, Thomas; Mobley, Crystal

Owner Address: 613 East Miller Drive Bloomington, IN 47401

013-12640-00 CENTRAL PARK LOT 1 **Legal Description:**

Taxing District

BLOOMINGTON TOWNSHIP Township:

Corporation: MONROE COUNTY COMMUNITY

Land Description

Land Type Acreage Dimensions 0.165

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on August 12, August 25, and September 8, 2021 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, September 28, 2021.

The Board of Public Works now finds as follows:

- 1. The Estate of Thomas Mobley (Hereinafter the "Owner") owns the real estate located at 1209 West 11th Street, Bloomington, IN, and whose legal description is 013-12640-00 CENTRAL PARK LOT 1. (Hereinafter the "Property").
- 2. On August 12, August 25, and September 8, 2021, a City of Bloomington Neighborhood Compliance Officer issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
- 3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 4. The NOV were not appealed.
- 5. The violation(s) cited in the NOV were not remedied.
- 6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

- 1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT.** The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

Staff Report

To: Board of Public Works

From: Chastina Chipman & Daniel Dixon

Date: September 28, 2021

Re: Request to Abate property at 1600 W. Fountain Drive, Bloomington, IN

Attachments:

1. Notices of Violation Issued June 4, August 16, September 2, and September 17, 2021.

- 2. Photograph(s) of the property
- 3. GIS property information
- 4. Order for Abatement (proposed)

Facts:

- 1. Bloomington Municipal Code § 6.06.020 makes it unlawful for "any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it."
- 2. On June 4, August 16, September 2, and September 17, 2021, a Neighborhood Compliance Officer inspected the property located at 1600 West Fountain Drive, Bloomington, IN (Hereinafter the "Property") and issued Notice(s) of Violation for gargabe, rubbish, and trash in violation of BMC § 6.06.020 (Hereinafter the "NOV").
- 3. The NOV was/were issued to Illinois/Indiana Systems Group LLC (Hereinafter the "Owner") because it is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
- 4. The violations have not been corrected and the NOV were not appealed.
- 5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
- 6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage, trash, and rubbish remain scattered throughout the Property. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible.

- 5. THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS FROM THE DATE OF THE FIRST NOTICE OF VIOLATION AND EXPIRES ON THE 28th DAY OF JUNE, 2022.
- 6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 28th Day of September, 2021.

Dana Henke, President Board of Public Works City of Bloomington



City of Bloomington Housing and Neighborhood Development

On 06/04/2021, 08/16/2021, 09/02/2021, 09/17/2021 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington N

Municipal Code:
6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
□ 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.
This ticket was issued to the property located at 1600 W. Fountain Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.
This request is for a continuous abatement through (1 year from date of 1st citation)

BPW Meeting Date: 09/28/2021

Property Owner: Illinois/Indiana Systems Group LLC

Comcast Of Illinois/indiana/oh 1 Comcast Ctr Philadelphia, Pa Address:

19103

No Is this a rental?

N/A Agent:

Address: N/A

Parcel Number: 53-05-32-300-034.000-004

Legal Description: 012-08305-00 PT N1/2 SW 32-9-1W 7.022A; PLAT 25



Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street

Bloomington, IN 47402 www.bloomington.in.gov/hand/

Date 8.9.21 Time 3:15 pm Address/location 1000 W Fountain Dr 47404	
Issued by: 2/8	
BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk <i>so as to be visible</i> from street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers so be removed from the street or sidewalk on the same day as the collection is made.	n the shall
Fine Due: \$15.00	one verticens à voi little
BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposite on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it. Fine Due: \$\infty\$\$50 \$\subsetent{1}\$	ied
BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grade or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance. Fine Due: \$\Begin{array}c c c c c c c c c c c c c c c c c c c	ıss, ce.
	LXDDAMAY MILL
comments: Clean up all scattered trach at the east end of the property behind 621 N Adams St.	
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address list above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.	itedi
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true an exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.	ad
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limi to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abate violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.	ited
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.	
Owner Name LLINOIS/ INDIANA Systems Grove Agent Name	
Address Cymcast of Illinois Indiana on 1 City Philadelphia State PA City State	_
City Philadelphia State PH City State	_
Zip Code 19103 Zip Code Mail Copies To: Resident: Owner: Agent:	



BPW: _____

Notice of Violation

Housing & Neighborhood **Development Department (HAND)**

P.O. Box 100 401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Dat	$e^{9-2\cdot21}$ Time $2\cdot30$ PM Address/lo	cation 1000 W Fountain Dr 47404		
Issu	led by: \mathcal{A} \mathcal{G}			
stre	BMC 6.04.110 Carts, containers and other articles to be picked up sleet more than twenty-four hours prior to the time when such solid was removed from the street or sidewalk on the same day as the collection	hall not be placed upon the street or sidewalk so as to be visible from the ste, recycling or yard waste is to be collected. Carts and containers shall n is made.		
	\Box Fine Due: \$15.00 \Box Warning (No fine			
NO	TE: Immediate compliance required in order to avoid additional violations/fines as	ssessed at \$15.00/day per BMC 6.04.100(c).		
pre on t	the premises owned, occupied or controlled by such person either wi	garbage, recyclable materials or yard waste to be placed or deposited the or without the intent to remove, cover or burn it.		
NO	Fine Due: \$\Bigcup \\$50 \$\Bigcup \\$100 \$\Bigcup \\$150 \$\Bigcup \\$ Warning (No fine) TE: Immediate compliance required in order to avoid additional violations/fines a	ne due at this time) Ticket# 49230 ssessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).		
orı	BMC 6.06.050 It is unlawful for the owner of any lot or tract of group of the second the height of 8 inches or to such extent that the	and within the city to allow it to become overgrown with weeds, grass, e growth is detrimental to the public health and constitutes a nuisance.		
	- · · · · · · · · · · · · · · · · · · ·	ne due at this time) Ticket#		
FACTOLAR SCHOOL	100 C	and my las mangelles helpered		
Co	mments: Clean up all Scattered Ir	over or the progerty between		
	Oal N Adams st.			
1.	Fine must be paid within 2 weeks from date of issuance of the Notice of V Department for further enforcement action. This NOV must be returned v above. Please make check/money order payable to "The City of Bloom Circuit Courts.	(iolation (NOV) to avoid this matter being forwarded to the City's Legal with payment. You may pay in person or mail payment to the address listed nington." All fines listed above may be contested in the Monroe County		
2.	Fines shall not attach to non-possessory residential rental property owner(exact copy of any and all leases in effect during the time period covered b responsible for fines due. A non-possessory residential rental property ow Property owner(s) shall otherwise be held responsible for fines if a lease is	ner is the owner of record, but one that is not a resident of said property.		
3.	G (G' 'V Good in second of the property (the			
4.	This NOV may be appealed to the City's Board of Public Works, provide Department, within seven days of the date of issuance of this NOV.	d a written appeal is filed with the Board, via the City's Public Works		
	Owner Name LLINDIS INDIANA Systems Croup	Agent Name		
	Address Compact of Illinois/Indiana/th1 City Philadelphia State Pa	Address		
		CityState		
	Zip Code /9/03	Zip Code		
	RPW∙	Mail Copies To: Resident: Owner: Agent:		



Notice of Violation

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

Dat	e 9.10.21 Time 10:50 am Address/location 1600 W Fountain Dr 47404
Issu	ned by: 218
stre	BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the tet more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers sharemoved from the street or sidewalk on the same day as the collection is made.
	☐ Fine Due: \$15.00 ☐ Warning (No fine due at this time) ☐ Ticket#
NO	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).
pre	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any mises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.
X	Fine Due: 🗆 \$50 🗆 \$100 💆 \$150 🗆 Warning (No fine due at this time) Ticket# <u>49398</u>
ΝO	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
or 1	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.
	Fine Due: S50 S100 S150 Warning (No fine due at this time) Ticket#
Managar arange	TE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).
Coı	uments: Clean up all scattered trach on the east side of
Á	Jameny adjacent to 621 N Adams St.
V	
I.	Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington." All fines listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3.	The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance) itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4.	This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.
	Owner Name ILLINOIS Indiana Systems Group Agent Name
	Address Corncast of Illinois Indiana on 1 Address
	Address Comcast of Illinois Indiana on 1 City Philadelphia State PH City State
	Zip Code $/9/03$ $Zip Code$
E	PW: \(\frac{9}{28} \) Owner: \(\times \) Agent: \(\times \)



City of Bloomington Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Illinois/Indiana Systems Group Llc ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1600 W** Fountain Dr. Bloomington 47404, under parcel number 53-05-32-300-034.000-004 and whose legal description is 012-08305-00 PT N1/2 SW 32-9-1W 7.022A; PLAT 25 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at 5:30 P.M. Tuesday September 28th 2021 via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

Housing Division: (812) 349-3401

401 N. Morton Street Bloomington, IN 47404 Fax: (812) 349-3582



Monroe County, IN

1600 W Fountain DR, Bloomington, IN 47404 53-05-32-300-034.000-004



13

Parcel Information

Parcel Number: 53-05-32-300-034.000-004

Alt Parcel Number: 012-08305-00

Property Class:

Property Address: 1600 W Fountain DR

Bloomington, IN 47404

36B BLOOMINGTON TWP - COM - A Neighborhood:

Industrial Office

Owner Name: Illinois/Indiana Systems Group LLC

Owner Address: Comcast Of Illinois/Indiana/Oh 1 Comcast Ctr

Philadelphia, PA 19103

012-08305-00 PT N1/2 SW 32-9-1W **Legal Description:**

7.022A; PLAT 25

Taxing District

BLOOMINGTON TOWNSHIP Township:

Corporation: MONROE COUNTY COMMUNITY

Land Description

Land Type	<u>Acreage</u>	<u>Dimensions</u>
11	1.0	

6.022

City of Bloomington's Board of Public Works Order Of Abatement for NOV

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 06/04/2021, 08/16/2021, 09/02/2021, 09/17/2021, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, September 28, 2021.

The Board of Public Works now finds as follows:

- 1. Illinois/Indiana Systems Group LLC (Hereinafter the "Owner") owns the real estate located at 1600 W. Fountain Drive, Bloomington, Indiana under parcel number 53-05-32-300-034.000-004 and whose legal description is 012-08305-00 PT N1/2 SW 32-9-1W 7.022A; PLAT 25 (Hereinafter the "Property")
- 2. On 06/04/2021, 08/16/2021, 09/02/2021, 09/17/2021, A City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
- 3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
- 4. The NOV were not appealed.
- 5. The violation(s) cited in the NOV were not remedied.
- 6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

- 1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- 2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- 3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- 4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- 5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

Dana Henke, President Board of Public Works City of Bloomington The Board of Public Works meeting was held on Tuesday, September 14, 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: April Rosenberger -- Public Works

Matt Smethurst -- Engineering Patrick Dierkes -- Engineering

Hollingsworth mentioned cooler weather and rain in the near future would provide some relief. Reminded everyone to stay safe and be well. MESSAGES FROM BOARD MEMBERS

- 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

CONSENT AGENDA

Board Comments: None

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

Matt Smethurst, Engineering, presented Change Orders #11 and #12 for the West 17th Street Reconstruction Project. See meeting packet for details.

Board Comments: Hollingsworth asked if the total included all of the previous change orders. Smethurst confirmed. Cox Deckard asked if the Redevelopment Commission had approved Change Order #11. Smethurst replied that it would be on the agenda for the following week.

Hollingsworth made a motion to approve Change Orders #11 and #12 for the West 17th Street Reconstruction Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Construction Inspection Contract with Clark Dietz, Inc. for the Installation of Guardrails at Various City Locations Project. See meeting packet for details.

Board Comments: Hollingsworth wanted to confirm that the bid letting would be in March 2022. Dierkes confirmed. Hollingsworth asked if tonight's approval was just for the Inspection Contract. Dierkes confirmed.

Hollingsworth made a motion to approve Construction Inspection Contract with Clark Dietz, Inc. for the Installation of Guardrails at Various City Locations Project. 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.

Hollingsworth made a motion to approve claims in the amount of \$2,567,272.17. Cox Deckard seconded. Henke took a roll call

NEW BUSINESS

Change Orders #11 and #12 for the West 17th Street Reconstruction Project

Construction Inspection Contract with Clark Dietz, Inc. for the Installation of Guardrails at Various City Locations Project

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

Henke called for adjour	nment at 5:40 p.m.	<u>ADJOURNMEN</u>
Accepted By:		
Dana Henke, President		
Beth H. Hollingsworth,	Vice-President	
	etarv	
Kyla Cox Deckard, Section	Star y	
Date:	Attest to:	

vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke

voted yes. Motion is passed.



Board of Public Works Staff Report

Project/Event: Request to approve Resolution 2021-49agreement

for the encroachment of landscaping in the Rightof-Way near Saint James Woods Neighborhood

Staff Representative: Emily Herr

Petitioner/Representative: Saint James Woods Neighborhood Association /

Matthew Rewerts

Date: September 28, 2021

Report: Matthew Rewerts, President of the Saint James Woods Neighborhood Association, is requesting approval to amend previous encroachment agreements from 2012 and 2015. The previous encroachment agreements included two benches and landscaping. The amended encroachment agreement, which would replace the previous encroachment agreements, would include the same two benches, one additional bench that abuts the sidewalk, additional and/or replacement landscaping, and landscaping boulders.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the St. James Woods Neighborhood Association, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the use of the public right of way east of South Regents Circle and north of East Moores Pike and adjacent to the St. James Woods neighborhood: and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachments to be placed upon its property;

NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR, for its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

David Cumings represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICAITON AGREEMENT on behalf of RELEASOR.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"	"RELEASEE"		
St. James Woods Neighborhood Association, by its member,	City of Bloomington		
David Cumings			

VOLUNTEER PARTICIPANT WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of permission granted by the City of Bloomington Housing and Neighborhood Development Department ("HAND") allowing the below-listed person(s) to voluntarily participate in the

(the "Activity"), which is sponsored by HAND, the undersigned represents, covenants and agrees, on behalf of the undersigned and and/or the named minor participant(s) (the "Participant(s)"), and the Participant's(s') heirs, assigns, and any other person claiming by, under or through the Participant(s), as follows:

- 1. The undersigned acknowledges that participating in the Activity involves certain risks (some of which the undersigned may not fully appreciate) and that injuries, death, property damage and/or other harm could occur to the Participant(s) or others. The undersigned accepts and voluntarily incurs all risks of any injuries, damages, or harm to Participant(s) which arise during or result from volunteer participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the City of Bloomington, HAND, and/or its departments, boards, employees, officers, agents, assigns or insurers ("Released Parties").
- 2. The undersigned waives all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. The undersigned releases and forever discharges the Released Parties from all such claims.
- 3. The undersigned agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that Participant(s) (or anyone claiming by, under or through Participant(s)) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
- **4.** The undersigned has carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, understands it fully and executes it voluntarily.

SO EXECUTED this	day of	, 2021.	
Name of Participant and/or of minor Participant(s) (Prin	,	Phone Number	
Signature of Participant and	or Legal Guardian	Email Address	

Printed name of all minors of the Legal Guardian participating in Activity (if applicable)



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

☐ ROW EXCAVATION ☐ ROW USE 3400—3402 E Moores Pike ADDRESS OF ROW ACTIVITY: Bloomington, IN 47401

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3913 Fax: (812) 349-3520

Email:

engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:
APPLICANT NAME: Matt Rewerts	CONES ARROWBOARD
E-MAIL: Matthewrewerts1@gmail.com	M LIGHTED BARRELS □ TYPE 3 BARRICADES
COMPANY: St James Woods Neighborhood Assoc.	□ FLAGGERS □ BPD OFFICER
ADDRESS: 3783 E Regents Ct	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND
CITY, STATE, ZIP: Bloomington, IN 47401	MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT
24-HR EMERGENCY CONTACT NAME: Stephanie Rewerts	site plan if needed or you can submit a separate sheet E. METERED PARKING SPACES NEEDED: Y
24-HR CONTACT PHONE #: 515-240-7635	<u> </u>
INSURANCE #*:COMPANY:	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/
BOND#*: COMPANY:	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	F. IS THIS A □ CBU* □ COUNTY* □ IU* ■ NP* PROJECT?
SUBCONTRACTOR INFORMATION	PROJECT NAME: St James Woodland Garden
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:
COMPANY NAME:	PROJECT MGR.: Matt Rewerts
B. WORK DESCRIPTION:	PROJECT MGR.#:
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING □ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
(EXPLAIN):	G. EXCAVATIONS:
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS : NA
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS Small holes for
STREET NAME 1:	SQ FT OF NON-PAVEMENT* EXCAVATIONS:plantings *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
1ST INTERSECTING STREET NAME:	LINEAL FT OF BORE*: 128 holes 3-5 gal plantings
2ND INTERSECTING STREET NAME:	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	# OF POLE INSTALLATIONS/REMOVAL: NA
□ SIDEWALK* □ BIKE LANE □ OTHER	SQ FT OF SIDEWALK RECONSTRUCTION*: NA
TRANSIT STOP? \square Y \square N PARKING LANE(S)** \square Y \square N **NON-METERED	*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
START DATE: # OF DAYS*:	SQ FT OF SIDEWALK NEW CONSTRUCTION*: NA
Dates TBD based on weather, coordination of services required, delivery of mulch and stone, and volunteer availability.	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: NA
STREET NAME 2:	
1ST INTERSECTING STREET NAME:	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
2ND INTERSECTING STREET NAME:	CALL 2 WORKING DAYS REFORE YOU DIG
□ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □ □ SIDEWALK* □ BIKE LANE □ OTHER	Know what's below. Call before you'dig. ITS THE LAW.
TRANSIT STOP? Y N PARKING LANE(S)** Y N **NON-METERED	H. INDEMNIFICATION AGREEMENT:
START DATE: # OF DAYS*:	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL	but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of
INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant.
STANDARD CLOSURE HOURS □ *NON-STANDARD CLOSURE HOURS □	I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.
REQUESTED CLOSURE HOURS: AM PM *non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: Matthew Rewerts
circumstances and are subject to approval during the permitting process	SIGNATURE:
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	date: 07/10/2021
For Administration Use Only (applicable to CLOSURE approval)	

BPW City Engineer Director Date:_____

Staff Representative: ______ Phone#: _____ Date:__



Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:	Bond No	o. <u>65636475</u>
That we, St James Woods Neighborhood Assoc	iation	
of Bloomington and WESTERN SURETY COMPANY, a corporation	, State of <u>Indiana</u> duly licensed to do sur	, as Principal, rety business in the State of
Indiana	, as Surety, are l	held and firmly bound unto the
City of Bloomington ,	State of Indiana	, as Obligee, in the penal
sum of Five Thousand and 00/100 lawful money of the United States, to be paid to the we bind ourselves and our legal representatives, firm THE CONDITION OF THE ABOVE OBLIGAT	e Obligee, for which paym aly by these presents.	
licensed Landscaping		
		by the Obligee.
NOW THEREFORE, if the Principal shall fai with the laws and ordinances, including all amer applied for, then this obligation to be void, a september 20th, 2022, unless This bond may be terminated at any time by the U.S. Mail, to the Obligee and to the Principal at the	ndments thereto, pertain otherwise to remain in serenewed by Continuation e Surety upon sending no address last known to the	ning to the license or permit in full force and effect until in Certificate. Otice in writing, by First Class is Surety, and at the expiration
of thirty-five (35) days from the mailing of said noti shall thereupon be relieved from any liability for an date. Regardless of the number of years this bon against this bond, and the number of premiums wh liability shall not be cumulative from year to year or liability for all claims exceed the amount set forth cumulative.	ny acts or omissions of the d shall continue in force tich shall be payable or p period to period, and in no	e Principal subsequent to said, the number of claims made aid, the Surety's total limit of o event shall the Surety's total
Dated this 20th day of September		
	St James Woods N WESTERN	Principal Principal SURETY COMPANY

Form 532-5-2021

STATE OF SOUTH DAKOTA COUNTY OF MINNEHAHA

ACKNOWLEDGMENT OF SURETY (Corporate Officer)

COUNTY OF	MINNEHA	ана ј					
On this _	20th	day of	Septembe	er		, before me, th	ie undersigned officer
personally app	eared	Pá	aul T. Brufl	at	, who acl	knowledged hims	ne undersigned officer self to be the aforesaid
							ized so to do, executed on by himself as such
officer.						of the corporati	on by minisen as such
IN WITNI	ESS WHEI	REOF, I have	hereunto set my	hand and of	ficial seal.		
\$		GREEN	\$			6.0	
\$ 6	NOT	TARY PUBLIC TH DAKOTA	EAT &	-	<u>~</u>	ary Public — South	Dalvata
* (S		TH DAKOTA 🔾			NOU	ary Public — South	1 Дакота
My Commiss	sion Exp	oires: Feb	ruary 12, 20	27	ACKNOWLEDO	GMENT OF PRI	NCIPAL
STATE OF) ss		(Individ	dual or Partners)	
STATE OF COUNTY OF							
					,	, before me	e personally appeared
known to me to	o be the in	dividual d	lescribed in and v	who execute	d the foregoing i	nstrument and a	acknowledged to me
thathe	_ executed	the same.					
My commission	n expires						
		,		_		Notary Public	
					ACKNOWLED	GMENT OF PRI	NCIPAL
STATE OF						porate Officer)	
STATE OF COUNTY OF			ss S				
			,			hefore me	e personally appeared
							personany appeared,
			e the				on, and that he/she as
							contained by signing
the name of th	e corporat	ion by himself	herself as such o	officer.			
My commission	n expires						
		· ,		-		Notary Public	
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Surety	l rmi	S AND BOND As		Address			
₹ S	Pe	SE	Nowelland	A A			
Ē	License or Permit No.	LICENSE AND PERMIT BOND As		דאם		this	
ste	ens	CIC				ved	
Western Surety Company	Lic		of State of			Approved this day of	
>			of _ 		 Filed	Apj day	

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina,

	Tennessee, Tex ca, does hereby r		nont, Virginia, Washington e and appoint	, West Virginia, Wis	consin, Wyomin	g, and the United
			• •		Sioux Falls	
State of	South D	akota	of , its regularly elected	Vice	e President	,
as Attorney-in-F	act, with full pow ety and as its ac	er and authorit	y hereby conferred upon h	im to sign, execute, a	acknowledge and	deliver for and on
One Lands	scaping City	of Blooming	ton			
bond with bond	number <u>65636</u>	475				
for <u>St James</u>	Woods Neighb	orhood Asso	ciation			
as Principal in th	ne penalty amour	t not to exceed	: \$ <u>5,000.00</u> .			
duly adopted and Section 7. A name of the Com Board of Director Attorneys-in-Fact not necessary for	now in force, to-wit All bonds, policies, pany by the Presic s may authorize. or agents who sha	: undertakings, Polent, Secretary, a The President, Il have authority to bonds, policies, u	ne following is a true and exact overs of Attorney, or other obtains Assistant Secretary, Treas any Vice President, Secretar to issue bonds, policies, or unundertakings, Powers of Attorn facsimile.	ligations of the corpora urer, or any Vice Presi y, any Assistant Secre dertakings in the name	ation shall be exected dent, or by such of tary, or the Treat of the Company.	uted in the corporate ther officers as the surer may appoint The corporate seal is
			N SURETY COMPANY hat the corporate seal affixed t	his <u>20th</u> d	ay ofse	ptember ,
ATTEST	Pal Set	Heiser/eitheiser, Assistal	By nt Secretary	WESTERN	SURETY C	OMPANY /// ruflat, Vice President
STATE OF SOL COUNTY OF M	JTH DAKOTA) INNEHAHA)	ss				SE AV
On this	20th day Paul T. Bru	of <u>Sept</u>	<u>tember</u> , <u>202</u> and <u>P</u> .		Notary Public, pe	ersonally appeared
who, being by mand Assistant S voluntary act an	ne duly sworn, ac	knowledged thatively, of the sa orporation.	at they signed the above Po lid WESTERN SURETY C	ower of Attorney as $_$		
SEAL + 4 4 4 4 4	M. BENT NOTARY PUBLIC SOUTH DAKOTA	SEAL'S	 Commission Expires M	M. arch 2, 2026	Bent	Notary Public



Notice of Premium Due 09/20/2021

Billing Questions (888) 866-2666 Email info@cnasurety.com

Premium \$100.00

St James Woods Neighborhood Association 3355-3799 E Moores Pike Bloomington, IN 47401

Amount Due \$100.00

Bond Detail

Bond # 65636475

Company Western Surety Company

Effective Date 09/20/2021 Anniversary Date 09/20/2022 Bond Amount \$5,000.00

Description Landscaping City of Bloomington

Agent Information Messages

L S B Insurance 219 Main St. Cedar Falls, IA 50613 (319)874-4242

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt Make check payable to CNA Surety Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

St James Woods Neighborhood Association

 Bond #
 65636475

 Company
 0601

 Agency
 14-17319

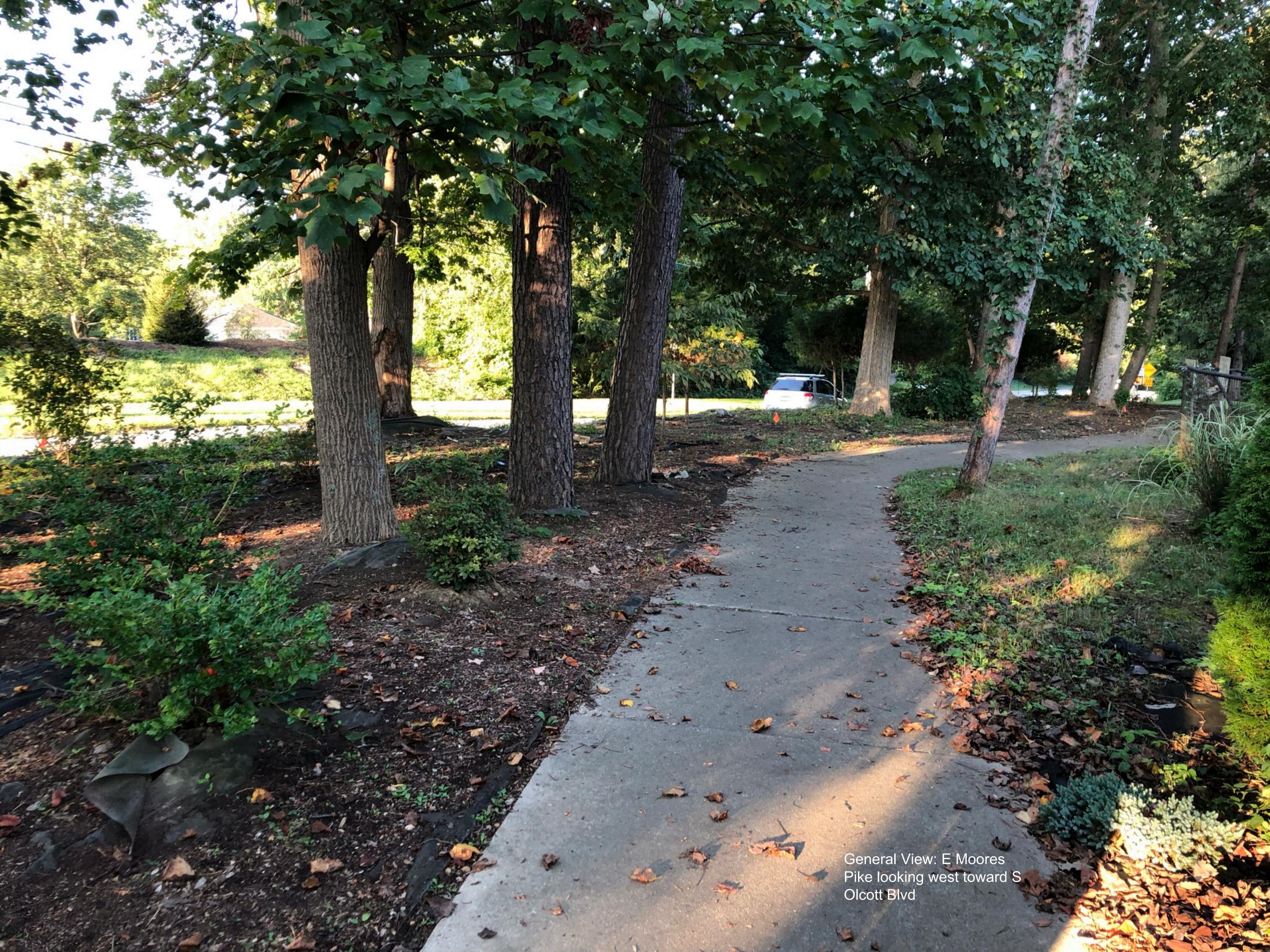
L S B Insurance

 Payment Due
 09/20/2021
 Amount Due
 \$100.00

CNA Surety Direct Bill PO Box 957312 St Louis, MO 63195-7312

0003001 01417319000009202021 00601006563647500 00000001000008



















Printed: 8/2/2021 5:37:53 PM Store: 1 Workstation: 6

OFFICE @ Obell nursery com Sales Receipt #HELD

8/2/2021 Page 1

REPRINTED ABELL NURSERY & LANDSCAPE 7667 WEST STATE ROAD 45 BLOOMINGTON, IN 47403

PHONE 812-825-2530 ABELLNURSERY.COM GENERAL@ABELLNURSERY.COM

Qty	Item Name	Retail Price	Sell Price	Total Price	Tax
5	P. COREOPSIS CREME CARAMEL	\$9.99	\$9.99	\$49.96	T
5	P. COREOPSIS CREME CARAMEL	\$9.99	\$0.00	\$0.00	T
5	JUNIPER BLUE STAR 1G	\$11.99	\$11.99	\$59.95	T
5	JUNIPER BLUE STAR 1G	\$11.99	\$0.00	\$0.00	T
4	GRASS CAREX ICE DANCE 1G	\$11.99	\$11.99	\$47.96	T
4	GRASS CAREX ICE DANCE 1G	\$11.99	\$0.00	\$0.00	T
4	P. SALVIA MAY NIGHT	\$9.99	\$9.99	\$39.96	T
4	P. SALVIA MAY NIGHT	\$9.99	\$0.00	\$0.00	T
2	PINE MUGHO PUMILO 3G	\$23.99	\$23.99	\$47.98	T
2	PINE MUGHO PUMILO 3G	\$23.99	\$0.00	\$0.00	T
1	P. HELLEBORUS TROPICAL SUNSET	\$19.99	\$19.99	\$19.99	T
1	P. HELLEBORUS FLOWER GIRL	\$19.99	\$0.00	\$0.00	T
3	BOXWOOD GREEN VELVET 3G	\$32.99	\$32.99	\$98.97	T
3	BOXWOOD GREEN VELVET 3G	\$32.99	\$0.00	\$0.00	T
6	LEUCOTHOE RAINBOW 3G	\$32.99	\$32.99	\$197.94	T
6	LEUCOTHOE RAINBOW 3G	\$32.99	\$0.00	\$0.00	T
2	KALMIA ELF 3G	\$32.99	\$32.99	\$65.98	T
2	KALMIA ELF 3G	\$32.99	\$0.00	\$0.00	T
3	CEDAR RED WHIPCORD 3G	\$23.99	\$23.99	\$71.97	T
3	CEDAR RED WHIPCORD 3G	\$23.99	\$0.00	\$0.00	T
1	KALMIA TIDDLYWINKS 3G	\$32.99	\$32.99	\$32.99	T
1	KALMIA TIDDLYWINKS 3G	\$32.99	\$0.00	\$0.00	T
1	HOLLY BLUE 80Y 3G	\$32.99	\$32.99	\$32.99	T
1	HOLLY BLUE BOY 3G	\$32.99	\$0.00	\$0.00	T
1	HOLLY BLUE GIRL 3G	\$32.99	\$32.99	\$32.99	T
1	HOLLY BLUE GIRL 3G	\$32.99	\$0.00	\$0.00	T
4	AZALEA ORCHID LIGHTS 3G	\$32.99	\$32.99	\$131.96	T
4	AZALEA ORCHID LIGHTS 3G	\$32.99	\$0.00	\$0.00	T
2	RHODO PJM PINK DELIGHT 6G	\$59.99	\$59.99	\$119.98	T
2	RHODO PJM PINK DELIGHT 6G	\$69.99	\$0.00	\$0.00	T
5	SPRUCE BIRDS NEST 3G	\$23.99	\$23.99	\$119.95	T
5	SPRUCE BIRDS NEST 3G	\$23.99	\$0.00	\$0.00	T
12	JUNIPER PROCUMBA NANA 3G	\$23.99	\$23.99	\$287.68	T
11	JUNIPER PROCUMBA NANA 3G	\$23.99	\$0.00	\$0.00	T
1	MAPLE JAP. CORAL BARK 8-10 FT	\$199.99	\$199.99	\$199.99	T
1	MAPLE JAP, CORAL BARK 8-10 FT	\$199.99	\$0.00	\$0.00	T
2	ALTHEA BLUEBIRD 3G	\$23.99	\$23.99	\$47.98	T
3	ALTHEA BLUEBIRD 3G	\$23.99	\$0.00	\$0.00	T
73		The second second	47144	total: \$1,707,36	8 5

Landscape list (reviewed and approved by Planning Department) Local Sales Tax 7 % Tax + \$119.52 RECEIPT TOTAL: \$1,826.88

> Total Savings % 50 Total Sales Discounts: \$1,707.36

^{--&}gt; Thank You for shopping at locally-owned Abell Nursery & Landscape! -> All plants bought at full retail price include a year long warranty if and only if installed by Abell Nursery. See

full warranty policy on abelinursery.com for terms and exclusions. All requests are subject to inspection. -> Plant returns are only accepted within 3 days of the purchase date and are subject to inspection. Abell

Garden 1				
Street	Street	Street	Street	Street
				roadside
Plant-mum	Plant - geranium	Tree - pine	Plant - geranium	Tree-pine
	Tree-cypress (move) /			
Plant-mum	Wine barrel planter - annuals	Plant - geranium	Rose of Sharon (Althea)	Plant - geranium
			Existing BENCH #1 - 2	
Bush-birdseye	Bush-birdseye	Bush-birdseye	boxwoods on either side	Bush-birdseye

Garden 2				
Street	Street	Street	Street	Street
	J. C.	50.000	31.000	311001
Garden Juniper every 10ft	roadside	Garden Juniper every 10ft	roadside	Garden Juniper every 10ft
Salvia / coreopsis / birdsnest	Salvia / coreopsis / birdsnest	Salvia / coreopsis / birdsnest	Coral Bark Maple tree	Rose of Sharon (Althea)
Salvia / coreopsis / birdsnest	Whipcord red cedar		stump	
Tree-dogwood?	Tree-pine	Tree-cypress	Moved cypress	Tree
plant	Bush	Plant	BOULDER #1	NEW BENCH #3 - 2 boxwoods

				1
Garden 3				
Garacii 3				
Street	Street	Street	Street	Street
	Cardon Iuninos augus		Cardan luninar avant	
ditch/hillside	Garden Juniper every 10ft	ditch/hillside	Garden Juniper every 10ft	ditch/hillside
Rose of Sharon (Althea)	Coral Bark Maple tree	Tree	Rose of Sharon (Althea)	Rose of Sharon (Althea)
Whipcord red cedar	Tree-red maple	Tree-red maple	Tree	Tree
				Wine barrel planter -
oak leaf	crepe myrtle	crepe myrtle	oak leaf	annuals (stump)
BOULDER #2	Tree-red maple	Plant-blackeyed susans	Existing BENCH #2 - 2 boxwoods	Tree-redbud - remove
DOOLDEN #2	incerieu mapie	i idili-bidekeyed susdiis	JOXIII OOGO	1106-16abaa - 16iii076
<u> </u>	<u> </u>			

	I			
Garden 4				
Garden 4				
Street	Street	Street	Street	Street
Garden Juniper every		Garden Juniper every		Garden Juniper every
10ft	ditch/hillside	10ft	ditch/hillside	10ft
2 Dead tree removal				
(city)	hill - Elf Laurel	hill - Mugo Pine	hill -holly - boy/girl	hill - Tiddlywink Laurel
		Tree	Tree	Bush
Tree-pine Rainbow x2	Tree - Rose Sharon	Azalea	Azalea	Azalea
	T. D. G. /			
	Tree - Rose Sharon /			
	BOULDER #3	Holly boy tree	Bush-Azalea	Rainbow x2
		Bush - Holly	Bush - Holly	Tree x2

Garden 5				
Street	Street	Street	Street	Street
	Garden Juniper every		Garden Juniper every	
ditch/hillside	10ft	ditch/hillside	10ft	ditch/hillside
hill-Tree	hill - Mugo Pine	hill - Elf Laurel	hill - Tiddlywink Laure	Ibill Mugo Pino
miii-rree	IIII - Wago Fine	IIII - LII Laurei	IIII - Hadiywiik Laure	Hill - Mugo Fille
	Trees-5 junipers		Trees-7 junipers	
Azalea		Rhody x2		Tree
	Rainbow plant	Rainbow plant x2	Rainbow plant / BOULDER #4	
		-		
Tree-dogwood	blue star jun / grass	blue star jun / grass	blue star jun / grass	Bush

Condon C				
Garden 6				
Street	Street	Street	Street	Street
Garden Juniper every		Garden Juniper every		Garden Juniper every
10ft	ditch/hillside	10ft	ditch/hillside	10ft
				hill - Whipcord red
hill - Elf Laurel x2	hill - Mugo Pine	hill - Mugo Pine	hill - Elf Laurel x2	cedar
	Trees x2		Trees-3 junipers	Rose of Sharon (Althea)
Whipcord red cedar		Tree	Tree	Tree
Rhody + Rhody x1	Rhody + Rhody x1		BOULDER #6	Rainbow x2, Ferns
	Hellebores + hellebore	Hellebores + hellebore		
Trees x2	x1 / BOULDER #5	x1	Rainbow x2, Ferns	Tree / BOULDER #7

BOARD OF PUBLIC WORKS RESOLUTION 2021-49

Encroachment with St. James Woods Neighborhood Association

WHEREAS, the St. James Woods Neighborhood Association was awarded a Neighborhood Improvement Grant in 2021 through the City of Bloomington Housing and Neighborhood Department (HAND) to assist in paying for the installation of new landscaping improvements in the right of way along East Moores Pike; and

WHEREAS, there exists a strip of right of way adjacent to Moores Pike at the entry to St. James Woods Subdivision and the Neighborhood Association ("Association") received previous encroachment agreements to 1) place mulch and plant flowers in an effort to make their neighborhood more pleasant and while reducing the need to mow the area and 2) place two (2) park benches west of the entrance to Saint James Woods neighborhood; and

WHEREAS, the City of Bloomington ("City") has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, the Association wishes to 1) place one (1) additional park bench west of the entrance to St. James Woods neighborhood and 2) refresh landscaping with new plants; and

WHEREAS, City staff has determined that there is adequate space at this location without affecting traffic sight lines; and

WHEREAS, City Staff will assist the Association with the specific location of the encroaching items; and

NOW, THEREFORE, BE IT RESOLVED:

That the City of Bloomington, by and through the Board of Public Works "City"), agrees that the City will not to initiate any legal action against the Association regarding the maintenance of landscape materials in the described area of the City right of way, under the following conditions:

1. The Association shall be allowed to refresh landscape materials in the right of way on the north-east corner of East Moores Pike and South Regents Drive

using the plant list approved by City Planning. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.

- 2. The Association shall be allowed to install one (1) additional park bench in the right of way adjacent to property located at 3775 East Regent's Court as depicted in Exhibit A. The new bench must abut the sidewalk to allow for accessibility.
- 3. The Association shall be responsible for timely performance of all maintenance of the landscape materials and shall bear all expense regarding such maintenance.
- 4. All materials and labor necessary for the improvement and maintenance of the landscape materials area the sole responsibility of the Association.
- 5. The City retains the right for the City, all public utilities, or any entity which has obtained a permit to work in the right of way, to enter into this right of way when, in the City's opinion, such entry is necessitated in order to maintain said right of way or to perform other duties or functions for which entry on said right of way is, in the opinion of the City, needed.
- 6. If at any time is is determined that the encroached upon area should be improved to better serve the public or that public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then the Association will move any landscape materials included within the encroachments upon notification by the City, without compensation by the City.
- 7. The Association agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington.
- 8. The Association agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of the Association's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract whether brought by the Association, its employees or agents, or any third party.

- 9. By executing this Agreement on behalf of the Association, Matthew Rewerts represents and certifies that he has been fully empowered to execute this Agreement and that all necessary corporate action for the execution of this Agreement has been taken and done.
- 10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and the recording of this Resolution, which must include the Recorder's file information, to the Board of Public Works.

2021-49 this		ublic Works has executed this Resolution, 2021.
CITY OF BLOOMIN BOARD OF PUBLIC		ST. JAMES WOODS NEIGHBORHOOD ASSOC.
By: Dana Henke, Presid	dent	By:
By:Beth H. Hollingswo	orth, Vice President	Date:
By: Kyla Cox Deckard		
Date:		

STATE OF INDIANA) COUNTY OF MONROE)	SS:		
COUNTY OF MONROE			
Before me, a Notary Pub Dana Henke, Beth H. Hollingsw Board of Public Works, who acl their voluntary act and deed.	vorth, and Kyla Co		Bloomington
WITNESS, my hand and	d notarial seal this	day of	, 2021.
My Commission Expires:			
• •		Notary Public Signature	
Pasidant of	County		
Resident of	_ County	Printed Name	****
My Commission #:		2 22220 07 2 100220	
STATE OF INDIANA)			
) COUNTY OF MONROE)	SS:		
coolvii of morkor)			
Before me, a Notary Pub Matthew Rewerts, President of t acknowledged the execution of t	the Saint James Wo		ation, who
WITNESS, my hand and	l notarial seal this	day of	, 2021.
My Commission Expires:			
		Notary Public Signature	
Resident of	County		
resident of	_ County	Printed Name	
My Commission #:			
I affirm under the penalties for perjury Number in this document, unless requi	that I have taken reas ired by law. Jacquelyn	onable care to redact each Social Moore	Security

This instrument was prepared by Jacquelyn Moore, Attorney at Law City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100



Board of Public Works Staff Report

Project/Event: Evening Fall Pop Up Market

Petitioner/Representative: Hopscotch Coffee Staff Representative: April Rosenberger

Meeting Date: September 28, 2021

Saturday, October 02, 2021, Hopscotch Coffee and other Local Businesses, mainly from the neighborhood or those without storefronts are requesting an Evening Pop-Up Market.

The Evening Pop-Up Market will include local vendors selling wares, clothing, handmade items and art.

A noise permit is also requested as part of this event as ambient music will be played through a loudspeaker.



CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

ESD 812.349.3418 PW 812.349.3410

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

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:	Abigail Gardner			
Contact Phone:	(317) 730-2730		Mobile Phone:	
Title/Position:	Local business owne	er		
Organization:	Office Clothier, Mesaw	vare		
Address:	401 W 6th Street	Suite A1		
City, State, Zip:	Bloomington, Indiana,	47404		
Contact E-Mail Address:	mesawarevintage@gr	nail.com		
Organization E-Mail and URL:				
Org Phone No:			Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable) Organization Hopscotch Coffee Name: Address: 212 N Madison St, Bloomington, IN 47404 City, State, Zip: Contact E-Mail erin@hopscotchcoffee.com Address: Mobile Phone: Phone Number: (812) 287-7767 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	☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☐ Block Party☐ Parade ☐ Other (Explain below in Description of Event)					
Date(s) of Event:	October 2, 2021	October 2, 2021				
Time of Event:	Date: 10/2/21	Start: 2pm	Date:10/2/21 End:8pm			
Setup/Teardown time Needed	Date:10/2/21	Start: 1pm	Date:10/2/21 End:9pm			
Calendar Day of Week:						
Description of Event:	Evening Pop Up Market Local businesses -mainly from the neighborhood or those without storefronts vending coffee / Nonp-alcohilc beverages,handmade goods, vintage and custom clothing, jewelry, art, etc Chill Ambience Music Not Confirmed or Fully Necessary (but fun!): Food Trucks and Bloomingfoods gilling out (if interested)					
List of Street Closures (If applicable)	Madison Street Between 6th and 7th					
Expected Number of Participants:	20 Expected # of vehicles (Use of Parking Spaces to close): 20 spaces to be no park signed					

	R EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED DWING: Moving Events – Use and/or Closure of City Streets/Sidewalks
	 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
	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)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit □Not applicable
	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.
	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
	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)
	Secured a Parade Permit from Bloomington Police Department Not applicable
	Noise Permit application Not applicable
	Waste and Recycling Plan if more than 100 participates (template attached)
AND ATTA	R EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE CH, AND SUBMIT THE FOLLOWING: Events – Closure of Streets/ Sidewalks/ Use of Metered Parking
	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 The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
\alpha	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)
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☑ Not applicable
	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
	Noise Permit application Not applicable
	Beer & Wine Permit ☐ Not applicable

	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE : To Public Works no later than five days before event.							
	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)							
	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)							
	Waste and Recycling Plan if more than 100 participates (template attached)							
6. CHECKLIS	т							
	Determine what type of Event							
	Complete application with attachment ☐ Detailed Map ☐ Proof of notification to businesses/residents (copy of letter/flyer/other) ☐ Maintenance of Traffic Plan ☐ Noise Permit Application (if applicable) ☐ Certificate of Liability Insurance ☐ Secured a Parade Permit from Bloomington Police Department (if applicable) ☐ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) ☐ Waste and Recycling Plan (if applicable)							
	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)							
	Approved Parks Special Use Permit (if using a City Park)							
	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)							
	No Parking Signs ☐ Board of Public Works approved events are provided by Department of Public Works (DPW) ☐ Contacted DPW at 812-349-3410 to request and schedule No Parking Signs							

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

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

For City Of Bloomington Use Only								
Date Received:	Received By: Public Works	Date Approved:	Approved By:					
	Board of Public Works							
	Bloomington Police	9/22/2021	Scott Oldham/ Proper Barricades have to be in place					
	Bloomington Fire	9/23/2021	Tim Clapp					
	Economic & Sustainable Development		Jane					
	Engineering	9/24/2021	Emily Herr					
	Office of The Mayor	9/22/2021	MCC					
	Parking Enforcement							
	Transit	9/23/2021	Zac					



NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov									
Event and Noise	Info	ormation							
Name of Event:		Fall Pop Up Market							
Location of Event:		Madison Stree	Madison Street Between 6th and 7th						
Date of Event:						T: 65 .	Start:		
Calendar Day of We	ek:					Time of Event:	End:		
Description of Event:									
Source of Noise:		Live Band	Instr	ument] Loudspeaker	Will Noise be Amplified? ☐Yes ☐No		
Is this a Charity Eve	ent?	☐Yes ☐No	If Yes, to	o Benefi	t:				
Applicant Inform	natio	on							
Name:									
Organization:						Title:			
Physical Address:									
Email Address:						Phone Number:			
Signature:						Date:			
FOR CITY OF BL	MOO.	IINGTON 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.									
Dana Henke, President					l. Ho	llingsworth, Vice-P	'resident		
Date					ox D	eckard, Secretary			

Waste and Recycling Management Plan Template

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

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

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

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through Downtown Bloomington, Inc.

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

Type of waste	Collection plan
<containers>*</containers>	<recycling, composting,="" etc.=""></recycling,>
<mixed paper=""></mixed>	<recycling bins="" by="" designated="" in="" on-site,="" staffed="" volunteers=""></recycling>
<food waste=""></food>	<composting bins,="" etc.="" waste=""></composting>

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for
The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at https://bloomington.in.gov/boards/public-works or you may also call 812.349.3410 for this information.
The proposal for will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov . Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.
BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA
PETITIONER: DATE:

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 <u>Fall Market Pop Up</u>.

The Board of Public Works meeting to hear this request will be September, 14, 2021. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at

https://bloomington.in.gov/boards/public-works or you may also call 812.349.3410 for this information.

The proposal for <u>Fall Market Pop Up</u> will be on file and may be examined in the Public Works office on the Friday (September 10) prior to the Tuesday (September 14) meeting.

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

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA PETITIONER: DATE:



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.
- 4. All events are \$50.00 per day (905 IAC 1-11.1-1). Business checks and money orders made payable to the Indiana Alcohol and Tobacco Commission are accepted.
- 5. Serving past midnight, no later than 3 AM, is one (1) day.
- 6. No rain checks on any of the listed events.

Visit https://www.in.gov/atc/isep/2379.htm for additional information about the districts.

Deliver or mail completed application and payment to:

DISTRICT

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

41 West 300 North Crawfordsville, IN 47933 Telephone: (765) 362-8815 DISTRICT 4

651 S. Commerce Drive 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 IN	FORMATION				
Name of applicant applying for permit (organ Office Clothier for Fall Market P		,	TM Permit number (issued by ATC)			
	Address of applicant (number and street, city, state, and ZIP code) 401 W 6th Street Bloomington IN 47401					
Name of person making application Abigail Gardner		Fax number	Emergency contact telephone number (317) 730-2730			
Printed name of contact person of event Abigail Gardner			Emergency contact telephone number ()			
	STEP 2. EVENT INF	FORMATION				
Beginning day Saturday	Beginning date (<i>month, day, year</i>) En 10, 2, 2021	nding day Endir Saturday	ng date (<i>month, day, year)</i> 10,2,2021			
Time of event Start time 4:00 PM	☐ AM ☐ PM	End time 9:00 PM	□ АМ □ РМ			
Type or description of event Fall Market Pop Up - Local Offering	gs from Local Businesses of Coffee/ No	n Alc Bevs, Handmade Good	s, Vintage Clothing, Art and More			
Exact address of event (number and street, c Madison Street between 6th an						
	STEP 3. FLOOR PLAN (See	Step 4, Number 2.)				

STEP 4. ACKNO	OWLEDGMENT				
In order to qualify for this authority to serve beer and wine, the following guid	elines must be met:				
 There must be a well defined premises, i.e. building, tent, enclosure, or fenced-in or designated area. 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.) There shall be NO carry-out privileges, NO carry-in privileges and NO spirituous beverages allowed. Each applicant must designate an individual to be responsible for the event and such person shall sign the authority. ANY and ALL persons dispensing or accepting payment for alcoholic beverages MUST POSSESS a valid ATC employee permit. The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities. If the event is held in a town park, you must have approval from the town board. 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 Applicant must file with the district office at which the event will be held at least five (5) days prior to the event. 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. COMMUN	IITY CI EADANCE				
Signature of Sheriff of county, or Chief of Police, or Town Marshall of jurisdiction where the state of		Date signed (month, day, year)			
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 alcohol for any reason this request is denied, you may be notified either in person I swear or affirm under penalties of perjury that the information is true and account of the state of the st	or by telephone.	sed at the location.			
Signature of permittee / agent (Your signature acknowledges that you have read and will abide by the rules and guidelines.) Date signed (month, day, year)					
FOR DISTRIC	T USE ONLY				
District number	Date issued (month, day, year)				
Reviewed by Excise Police District Representative	Approved	☐ Denied			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)9/15/2021

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

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

this certificate does not come	rights to the certificate floide	i ili ileu oi si		emenu(s).		
PRODUCER		•	CONTACT NAME:	Robin Grzechowiak		
Shine Insurance Agency			PHONE (A/C, No, Ext)	: 8126798779	FAX (A/C, No):	
PO BOX 5187			E-MAIL ADDRESS:	robin@shineinsurance.com		
				INSURER(S) AFFORDING COVERAGE		NAIC#
Bloomington	IN	47407	INSURER A:	SENTINEL INS CO LTD		11000
INSURED			INSURER B :	HARTFORD ACCID & IND CO		22357
Hopscotch Coffee			INSURER C :	HARTFORD FIRE IN CO		19682
235 W Dodds St # 102			INSURER D :			
			INSURER E :			
Bloomington	IN	47403	INSURER F:			
COVERAGES	CERTIFICATE NUMBER:			REVISION NUI	MBER:	

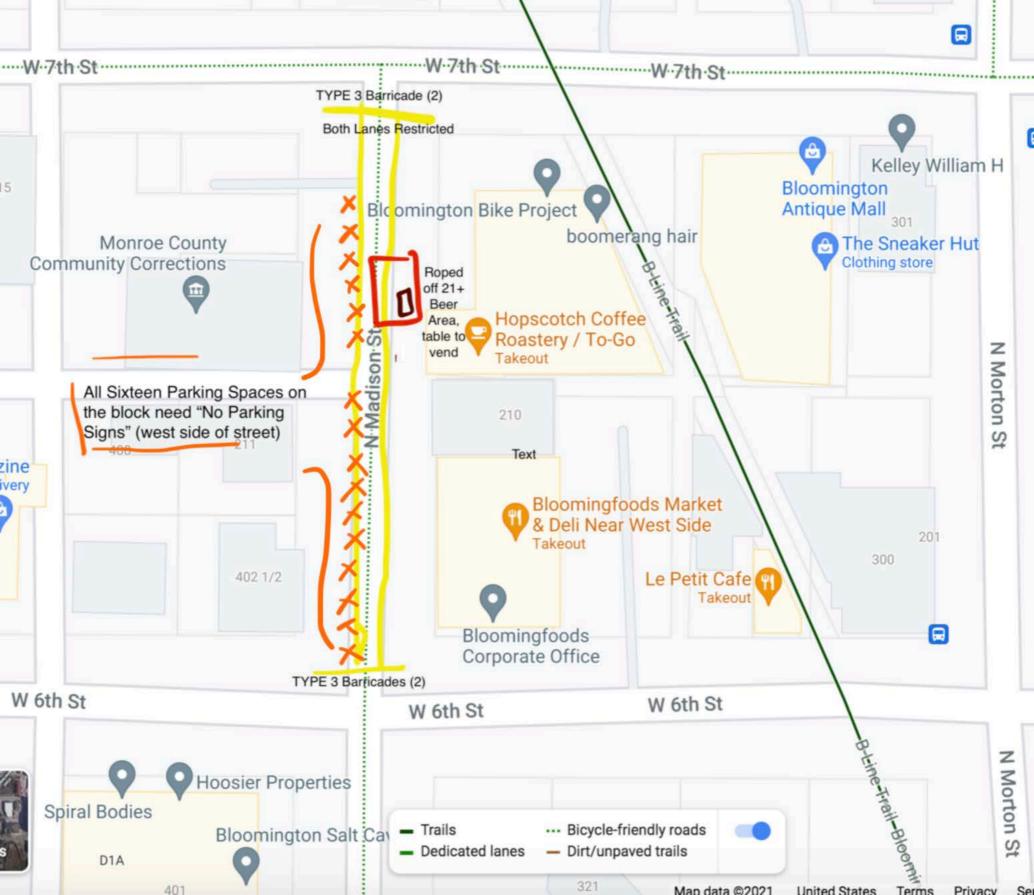
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
		COMMERCIAL GENERAL LIABILITY	INOD	****		((EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
Α			Y		36SBAAP9262	06/20/2021	06/20/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
В		OWNED SCHEDULED AUTOS			36UECAC1142	06/20/2021	06/20/2022	BODILY INJURY (Per accident)	\$
	X	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						¥ PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE TO N	N/A		36WECBV1694	06/20/2021	06/20/2022	E.L. EACH ACCIDENT	\$ 100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		, A		30 W ECB V 1094	00/20/2021	00/20/2022	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	IT yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
DESC	DIDT	ION OF OPERATIONS / LOCATIONS / VEHIC	IEC /	ACOBI	101 Additional Pamarks Schodula, may	he attached if m	oro enaco ie rogi	uirod)	

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

212 N Madison St., Bloomington IN 47404 - includes Storage location Coverage: \$65,000

CERTIFICATE HOLDER	CANCELLATION		
Hopscotch Coffee LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
212 N Madison St	AUTHORIZED REPRESENTATIVE		
	Robin Grzechowiak		
Bloomington IN 47404	Andrewall (Control of Head and Andrewall Control of		



RESOLUTION 2021-50 EVENING POP-UP MARKET

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

WHEREAS, Hopscotch Coffee, along with other local Business Owners, mainly those without storefronts, have requested to temporarily close Madison Street between 6th and 7th Streets on Saturday, October 02, 2021 between the hours of 1:00 p.m. and 9:00 p.m. to host an Evening Pop-Up Market to encourage the selling of wares, clothing, handmade items, and art; and

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

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

- 1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- 2. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Evening Pop-Up Market between the hours of 1:00 p.m. and 9:00 p.m. on Saturday, October 02, 2021: Madison Street between 6th Street and 7th Street.
- 3. The street closures outlined above are for the purposes of allowing Hopscotch Coffee along with other Local Business Owners to provide an Evening Pop-Up Market to encourage the selling of their wares on Saturday, October 02, 2021.
- 4. Hopscotch Coffee along with other local Business Owners shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. Hopscotch shall obtain, and place at Hopscotch'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. Hopscotch Coffee and other local Business Owner agree to close the streets not before 1:00 p.m. on Saturday, October 02, 2021 and to remove barricades and signage by 9:00p.m.on Saturday, October 02, 2021.
- 5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 9:00 p.m. on Saturday, October 02, 2021.

- 6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
- 7. Hopscotch Coffee and other local Business Owners shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
- 8. Hopscotch Coffee shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 9. In consideration for the use of the City's property and to the fullest extent permitted by law, Hopscotch Coffee for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

BOARD OF PUBLIC WORKS:	HOPSCOTCH COFFEE
Dana Henke, President	Signature
Beth H. Hollingsworth, Vice President	Printed Name, Title
Kyla Cox Deckard, Secretary	Date
Date	



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-51

Petitioner/Representative: Rachel Smith, Owner of Sylvie Rose LLC dba PappyShack

Staff Representative: Marnina Patrick

Meeting Date: September 28, 2021

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

The business will operate from a food truck selling kettle corn and pie.

This application is for 1 year.

Staff is supportive of the request.

Marnina Patrick

Pappy Shack Popcorn - 2021



MOBILE VENDOR LICENSE APPLICATION

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

Length of License:		Fee Appli	7 Days	30 0			M
License Fee:	\$25	\$30	\$50	30 Days \$75	3 Months \$150	6 Months \$200	1 Year \$350
2. Applicant	Informati	ion					
Name:	the state of the s	I Smith			Provide Control Control		
Title/Position:	The state of the s	/Manager		After the supplier of the supp		en anten en e	
Date of Birth:	03/04/1	Contract Contract Contract of the Contract Contr		-	ne no a selbana ne a grad	and the second second second	
Address:		ower Rd			on a second contract of the co	and the second second second	
ity, State, Zip:		ngton, IN 47	403				entropy (desperation) is reported assessment to
-Mail Address:		THE RESIDENCE OF THE PARTY OF T	wn@gmail.	com			
hone Number:	812-340)-6455	eg.nan.	Mobile	Dhono:	me	
		Demonation (For non-re	eidonto o -			
. Indiana Co	ntact Info	of Indiana, t	hev must de	signate a reci	ident to serve		
applicant is no	ontact Info t a resident	of Indiana, t	hey must de	signate a resi	ident to serve	as a contact.	
applicant is no ame:	ontact Info ot a resident	of Indiana, t	hey must de	signate a resi	ident to serve	as a contact.	
applicant is no ame: ddress:	entact Info et a resident	of Indiana, t	hey must de	signate a res	ident to serve	as a contact.	
a. Indiana Co applicant is no ame: ddress: ity, State, Zip: Mail Address:	ontact Info	of Indiana, t	hey must de	signate a resi	ident to serve	as a contact.	

4. Company Inf Name of Employer:								
Address of	Sylvie Ros	se LLC dba l	PappyShack					
Employer:	6032 Towe	6032 Tower Rd						
City, State, Zip:		n, IN 47403						
Employment Start Date:	Diod, miglo	11, 114 47403	End Date (VI					
Phone Number:			End Date (If	known):				
Website / Email:								
	sylvieroseho	omegrown@g	gmail.com					
Company is a:	☐ Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:			
5. Company Office	er Informati	-						
Provide the names an	d addresses of	ON						
with controlling intere	sts in the com	ali principal ofi Sanv	ficers, partners	s, trustees, c	owners or other persons			
Name	are comp	dily.	Address					
Rachel Smith		6032 Tower Rd Bloomington IN 47403						
	Towar Na Broomington Na 47403							
The state of the s								
and the state of t								
the second state of the second								
and the second of the second o			1					
the same of the sa								
					with the second			
Company Trees			_	_				
i. Company Incorp	oration Into	ormation (Fo	or Corporat	ions and I	LCs Only)			
Date of incorporation				-	the same of the sa			
or organization:	8/24/21							
itate of incorporation or organization:	Indiana							
If Not Indiana) Date pualified to transact	Type text h	iere						

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

Per applicant, kettle corn and pie with more items to come as the weather gets cold.

Planned hours of operation:	M-Sun 8am-9pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	To Be Determined	
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.	N/A Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌	No ☑
(If Yes) Provide details	N/A	

Pappy Shack Popcorn - MV - 2021

8. Yo	u are required to secure, attach, and submit the following:
	A copy of the Indiana registration for the vehicle
	Copy of a valid driver's license
	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
V	Proof of an independent safety inspection of all vehicles to be used in the business
. [Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
	A copy of the business's registration with the Indiana Secretary of State.
	A copy of the Employer ID number
	A signed copy of the Prohibited Location Agreement
	A-signed copy of the Standards of Conduct Agreement
	Fire inspection (if required)
A	Picture of truck or trailer
	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Blooming	gton Use Only				
Date Received: 9/14 /2021	Received By:	P.	Date Approved: 09/24/2021	Approved By: Larry A.	



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSU	JE DATE	PUR [DATE		COUNTY		TP	PL YF	R PL	ATE	PLTP	WEIGHT	PR YR	LS	TYPI		PRIOR YR PL
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TROY G SMITH
2940 S WALNUT ST
BLOOMINGTON, IN 47401-7330

C IINT

IMPORTANT REGISTRATION INFORMATION

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

STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For:

RACHEL LEEANN SMITH

DOB: 03/04/1987

STATUS: VALID as of 08/25/2021 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 25th 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 08/25/2021 9:01 am

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

RACHEL LEEANN SMITH

6032 TOWER RD

BLOOMINGTON, IN 47403-9057

License number:

0130-90-0675

License type:

DRIVERS

License expires:

03/04/2022

License status:

VALID

SR22:

Not needed

Birth date: 03/04/1987

Gender:

FEMALE

Current points: Social Security #:

Physical Description: Height: 5'2" Weight: 120lbs Hair color: BROWN Eye color: HAZEL 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.

** Continued on Next Page **

Page 1 of 3

Maili	ng Addresses				
ID	Effective Date	Street Address	City	State	ZIP Code
9	06/28/2016	6032 TOWER RD	BLOOMINGTON	IN	47403-9057
8	01/19/2016	4422 W HEATHERWOOD LN	BLOOMINGTON	IN	47403-7330
7	03/05/2010	2940 S WALNUT ST	BLOOMINGTON	IN	47401-7330
6	10/26/2005	315 W GORDON PIKE TRLR 1	BLOOMINGTON	IN	47403
4	10/16/2004	3811 E MORNINGSIDE DR	BLOOMINGTON	IN	47404
3	10/16/2004	3811 E MORNINGSIDE DR	BLOOMINGTON	IN	47404
2	06/17/2002	RR 1 BOX 27A	SOLSBERRY	IN	47459
1	06/17/2002	RR 1 BOX 27A	SOLSBERRY	IN	47459
Legal	Addresses		*		
ID	Effective Date	Street Address	City	State	ZIP Code
9	06/28/2016	6032 TOWER RD	BLOOMINGTON	 IN	47403-9057
7	03/05/2010	2940 S WALNUT ST	BLOOMINGTON	IN	47401-7330
	10/26/2005	315 W GORDON PIKE TRLR 1	BLOOMINGTON	IN	47403

Driver number: 0130-90-0675 RACHEL LEEANN SMITH DOB: 03/04/1987

Credential Issuance

Interim Credential Issue Date: 12/8/2017, Expiration Date: 1/7/2018, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 11370249

Issue Date: 12/08/2017, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2022

Interim Credential Issue Date: 6/28/2016, Expiration Date: 7/28/2016, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 9068623

Issue Date: 06/28/2016, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2022

Issue Date: 01/19/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2022

Interim Credential Issue Date: 3/5/2010, Expiration Date: 3/19/2010, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 349042

Issue Date: 03/05/2010, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 01/19/2016

Issue Date: 07/01/2008, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 03/04/2008, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 06/17/2002, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 06/30/2003

Issue Date: 02/09/2005, Renew Permit, LEARNER PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 02/28/2006

Issue Date: 10/16/2004, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2008

Issue Date: 06/17/2002, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 06/30/2006

Issue Date: 05/05/2005, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Issue Date: 10/26/2005, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 03/04/2010

Remarks

Remark Date: 03/04/2008 ID Card voluntarily surrendered on: 3/4/2008 1:31:44 PM

Page 3 of 3

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFOR	MING INSPECTION Win	Slow MA	RAThon	
INSPECTOR'S NAME	Kooney PORIE	INSPECTOR'S	PHONE # 812-369- WORK 812-33	3914
DATE OF INSPECTIO	'N		WORK 812-33	7-4541
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ALL WINDOWS				
MUFFLER /				
TIRES				
BRAKES		N.		_
DOORS				
GENERAL CONDITION OF VEHICLE		Good S	Chape	-

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

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419

Additional Comments b	Inspector:	
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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)

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

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

BBOI	DUCED.		CONTAC	CT				
PROI	DUCER		NAME: PHONE (A/C, No			FAX (A/C, No):		
			E-MAIL			(A/C, NO).		
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	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						\$	
	OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$	
	BECOMI FIGN OF OF ENAMIONO BEIOW					E.E. DIOENCE T GEIGT EINIT	Ψ	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC	ORD 101, Additional Remarks Schedule	e, may be	attached if more	space is require	ed)		
CEI	RTIFICATE HOLDER		CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVE ACCORDANCE WITH THE POLICY PROVISIONS.							
			AUTHO	RIZED REPRESEI	NTATIVE			

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

f. 812.349.3520

P.O. Box 100

Bloomington, Indiana 47402

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.

Rachel L Smith

Name, Printed

08/24/21

Date Release Signed

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

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:			٠,	
	uppl	Sh	37	<u>n</u>
Signaturi: 201		KO	1	
Date: 817	au/2a	21		

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130 P.O. Box 100 p. 812.349.3418

f. 812.349.3520

Bloomington, Indiana 47402

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 phones, 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:
 - o Be placed approximately 20 feet from a building or structure;
 - o Provide a barrier between the grill or device and the general public;
 - o The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - o Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

- 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.
- o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- 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: Rachel Smith
Signature Description
Date: 8/24/2021

State of Indiana Office of the Secretary of State

Certificate of Assumed Business Name

of

SYLVIE ROSE LLC

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

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

DADDVSHACE

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 23, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 24, 2021.

HOLLI SULLIVAN
SECRETARY OF STATE

202103041467384 / 9123587

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

APPROVED AND FILED HOLLI SULLIVAN INDIANA SECRETARY OF STATE 08/24/2021 08:00 AM

CERTIFICATE OF ASSUMED BUSINESS NAME

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

202103041467384

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

SYLVIE ROSE LLC

PRINCIPAL OFFICE ADDRESS

6032 TOWER RD, BLOOMINGTON, IN, 47403, USA

EFFECTIVE DATE

EFFECTIVE DATE

08/23/2021

EFFECTIVE TIME

09:58PM

ASSUMED NAME AND ADDRESS

PappyShack

6032 Tower Rd , Bloomington, IN, 47403, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY August 23, 2021.

SIGNATURE

Rachel L Smith

TITLE

Manager

Business ID: 202103041467384

Filing No.: 9123587

SYLVIE ROSE LLC

6032 TOWER RD

RACHEL L SMITH SOLE MBR

BLOOMINGTON, IN 47403

Date of this notice: 03-05-2021

Employer Identification Number: 86-2432965

Form: SS-4

Number of this notice: CP 575 G

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2432965. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. 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 SYLV. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

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: Pappy Shack Popcorn

Address: 6032 TOWER RD

Bloomington, IN 47408

Phone:

The following permit has been issued:

Permit No. 21-0209

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/24/2021Effective Date: 08/24/2021Expiration Date: 08/24/2022

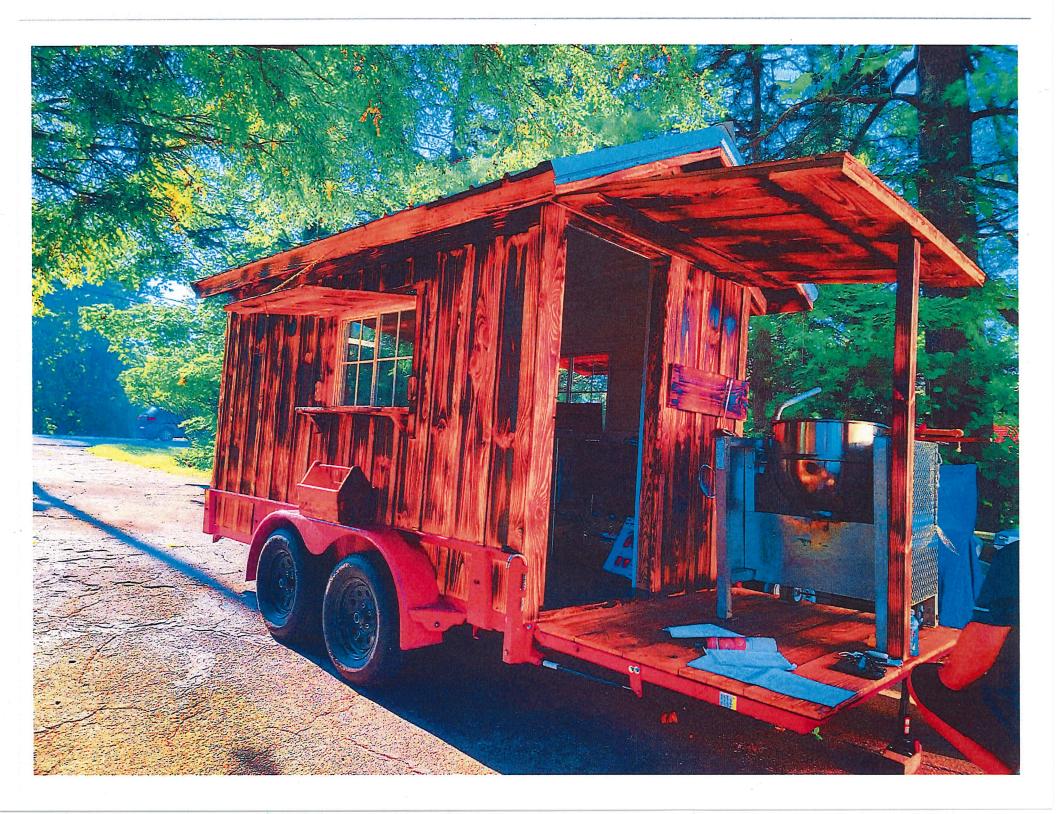
It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

Tim Clapp

Digitally, signed by Tim Clapp
DN: C=US,
E=clappi@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp
Date: 2021.08.24 18:13:02-04'00'

08/24/2021

Inspector: Tim Clapp Date





ServSafe® CERTIFICATION

RACHEL SMITH

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

21048554

CERTIFICATE NUMBER

10752

EXAM FORM NUMBER

9/23/2021

9/23/2026

DATE OF EXAMINATION

DATE OF EXPIRATION

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

ACCREDITED PROGRAM
American National Standards Institute
and the Conference for Food Protection

#0655

Sherman Brown

Executive Vice President, National Restaurant Association Solutions



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

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Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989 812-349-2542



PAPPY SHACK
COMMISSARY @ CLOVERLEAF WEST
RACHEL SMITH
BLOOMINGTON, IN 47403

2021

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Code and the Board of Code and the Board of

Issued SEP 10 ZUZI

Momes W May pro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2021-51

Mobile Vendor in Public Right of Way Sylvie Rose, LLC d.b.a. PappyShack

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, Sylvie Rose, LLC d.b.a. PappyShack ("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 28, 2021, and ending on September 28, 2022.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more 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 28th 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 2021-51 ARE ACCEPTABLE AND AGREED TO BY VENDOR: Date: Rachel Smith, Owner Sylvie Rose LLC d.b.a. PappyShack



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2021-52

Petitioner/Representative: Elizabeth Tragesser, Owner of Cup of Joy, LLP

Staff Representative: Marnina Patrick

Meeting Date: September 28, 2021

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

The business will operate from a food truck selling drinks and prepackaged foods.

This application is for 1 year.

Staff is supportive of the request.

Marnina Patrick



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 L	ength and	Fee Applic	ation				
Length of							ìXI.
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
2. Applicant							
Name:	Eliz	abeth	Tran	asser			
Title/Position:	000	res					
Date of Birth:		2-198					
Address:	702	o Eas	+ Stat	e Roal IN 476 ek@ gr	d 45		
City, State, Zip	: 1310	oming	ton,	IN 470	108		
E-Mail Address	: cupo	Froite	bodtru	Jea go	nailoca	one	
Phone Number	1: 812	272-	1582	Mobile	Phone:		
3. Indiana (Contact Inf	ormation (For non-r	esidents or	nly)		
If applicant is	not a residen	t of Indiana,	they must de	esignate a res	ident to serve	as a contact.	
Name:							
Address:							
City, State, Zip):						
E-Mail Address	s:						
Phone Number				Mobilo	Dhonos		

4. Company Infor	mation	
Name of Employer:	cup of Jos	Y
Address of Employer:		Y State Road 45
City, State, Zip:	Bloomingto	n, W 47408
Employment Start Date:	J	End Date (If known):
Phone Number:	812-272-7	582
Website / Email:		
Company is a:	Limited Corpor Corporation (LLC)	□ □ Sole □ Other: ation Partnership Proprietor
with controlling interes	d addresses of all princi	Address 7020 East State Road 45 Bloomington, IN 47408
6. Company Incor	poration Informati	on (For Corporations and LLCs Only)
Date of incorporation or organization:	09/13/2	.020
State of incorporation or organization:	Indiana	
(If Not Indiana) Date qualified to transact business in state of Indiana:		

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

Planned hours of operation:	2-4 hours per day	, usually mornings
Place or places where you will conduct business (If private property, attach written permission from property owner):	Various Try tech Justice Bullding Switch gard Park	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌	No D
(If Yes) Provide details		

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

A copy of the Indiana registration for the vehicle Copy of a valid driver's license Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license Proof of an independent safety inspection of all vehicles to be used in the business Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer ID number A signed copy of the Prohibited Location Agreement A signed copy of the Standards of Conduct Agreement Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler		, , , , , , , , , , , , , , , , , , , ,
Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license Proof of an independent safety inspection of all vehicles to be used in the business Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer ID number A signed copy of the Prohibited Location Agreement Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department.	4	A copy of the Indiana registration for the vehicle
Proof of an independent safety inspection of all vehicles to be used in the business Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. A copy of the business's registration with the Indiana Secretary of State. A copy of the Employer ID number A signed copy of the Prohibited Location Agreement Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department,	4	Copy of a valid driver's license
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A signed copy of the Standards of Conduct Agreement Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department,		A copy of the Employer ID number
Fire inspection (if required) Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department,	1	A signed copy of the Prohibited Location Agreement
Picture of truck or trailer Copy of all applicable permits required by the Monroe County Health Department,		A signed copy of the Standards of Conduct Agreement
Copy of all applicable permits required by the Monroe County Health Department,	\square	Fire inspection (if required)
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		Picture of truck or trailer
Elsense Elsense Elsense Elsense Elsense Floor Humaici		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: 09/20/2021	Received By: Marnina P.	Date Approved: 09/24/2021	Approved By: Larry A.	
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INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE ISSUE DATE PUR DATE COUNTY		T	TP	PL YR	PLATE		PL TP	WEIGHT	PR YR	LS	TYPE	PR	IOR YR PL					
		10/24/2020 10/15/2020 53 - MONROE		N	20	30256	10	GP	3		N								
EXPIRATION DATE MUNICIPALITY VEHICLE YEAR MAKE MODEL VEHICLE IDENTIFICATION NUMBER TYPE COLOR 11/14/2021 NONE OF THE ABOVE 2014 ATL AU6 5HCKU1210EE030842 TR BLK/																			
CURRENT YEAR TAX		8.00		REDIT	DAV CRE		NET EX TAX 8.00	CO. V	VHEE 10.0		X MUN. WH	EEL/E	X TAX	STATE RE			IN FEE	1	TOTAL 34.35
PRIOR YEAR TAX		H EX TAX 0.67		REDIT	DAV CRE		0.67	CO. WHEEDEX TAX WINDN. WHEEDEX TAX STATE REG FEE ADMINITEE					TOTAL 10.67						
	REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000																		

BRADY J TRAGESSER 7020 E STATE ROAD 45 BLOOMINGTON, IN 47408-9553

C SN

IMPORTANT REGISTRATION INFORMATION

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

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

Sign Out

As of 09/20/2021 10:44 am

my Driver Records

View Your Driver Record

Official Driver Record

Pay Reinstatement Fees Online

Renew Your License, Permit or ID

Card

Add MotorCycle Endorsement

View Your Recent Driver Notices

Track Your Recent Renewals

Replace Your License, Permit or ID Card

ID Card

Schedule Driving Test

Your Renewal Date

CDL Self-Certify Driver Type

Proceed to Checkout

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

my Driver Records

Welcome, ELIZABETH F TRAGESSER!

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

License type: DRIVERS

License status: VALID

SR22: Not needed

Current points: 0
Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/28/2001	4	SPEEDING 72/55	10/29/2001	GAS CITY CITY / 27H0101111F06392			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
3	10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
2	11/17/2006	295 W HICKORY DR	ELLETTSVILLE	IN	47429-1109
1	09/22/1999	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
3	10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655

2	11/17/2006	295 W HICKORY DR	ELLETTSVILLE	IN	47429-1109
1	09/22/1999	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

Credential Issuance

Issue Date: 09/01/2018, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2024

Interim Credential Issue Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3297427

Issue Date: 08/11/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2018

Issue Date: 10/09/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 08/22/2012

Issue Date: 11/17/2006, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 08/24/2004, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 09/22/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2004

Issue Date: 12/28/1998, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 12/31/2002

Issue Date: 12/28/1998, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 12/31/1999

Remarks

No Remarks were found.

* End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address

Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV. Indiana law requires the driver to update their address with the BMV.

Birth date & Gender

Driver's License Information

- License Number unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires end date of the license validity period
- License status current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- Current Points Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- Social Security Number unique identifier assigned by the Social Security Administration (this
 information is provided only if requestor is authorized to receive)

DRIVER'S LICENSE ("DL") STATUS

DESCRIPTION

CANCELLED

Driving record has been cancelled by the BMV

CONDITIONAL

Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges.)



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Commercial General Liability Declarations

In return for the payment of the pa the insurance as stated in this Po	remium, and licy.	subject to al	I the terms of th	is Policy, we	e agree with you to provide			
Policy No.:	UDC-46424	47-CGL-20						
Named Insured:	Cup Of Joy							
Address:	7020 E State Bloomington							
Policy period:	October 27, 2		То:	October 27, 2021				
	At 12:01 A.M.	:01 A.M. (Standard Time) at the address shown above.						
Form of Business:		Limited Liability	y Company					
Each Occurrence Limit:		\$1,000,000						
Damage to Premises Rented to You L	imit:	\$100,000	Any one premise	S				
Medical Expense Limit:	\$5,000 Any one person							
Personal & Advertising Injury Limit:		\$1,000,000 Any one person or organization						
General Aggregate Limit:		\$2,000,000						
Products/Completed Operations Aggregate Limit:		Products-comp	leted operations a	re subject to th	ne General Aggregate Limit			
Supplemental Business Personal Proper Coverage Limit:	ty Floater	\$0						
Supplemental Business Personal Proper Coverage Deductible:	ty Floater	Not Applicable						
All Premises You Own, Rent or Occupy								
Premises Number:								
Address:	Road 45 , IN 47408							
Total Premium:	\$ 350.00							
Attachments:	Forms and Endorsements Schedule.							



HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING	S INSPECTION	High	Speed tire a Auto
INSPECTOR'S NAME	cott m./L	ennyE	INSPECTOR'S PHONE # 812\332-3331
DATE OF INSPECTION	1-28-21		
TAXICAB COMPANY	N/H		
VEHICLE YEAR 97	MAKE Che	ery	MODEL /500
VIN 1GFCK19 RG	V F 258	329	
Access to the second	DAGG		
LIGHTS	PASS	FAIL	COMMENTS
(Front & Rear)	1		C1000
FLASHERS	1	-8	C700C)
REFLECTORS		. 	Good
HORN	1	PIVIIN	C700 D
WINDSHIELD WIPERS			Good
MIRRORS		<u> </u>	G00d
SEATBELTS	V		Good
BUMPER HEIGHT	V		Front 18/2in-Rear 21in
ALL WINDOWS	1		Good
MUFFLER	1		(7000 (Quiet)
TIRES	1/		LF 13/2 RF 13/2 LR 13/2 RR13/2
BRAKES	1		Good All brakes within specs
DOORS			C700d
GENERAL CONDITION OF VEHICLE	1		RR Fender Dent/Hood Dent

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

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

Additional Comments by Insp	pector:			
				_
Assessed				
		1	A	
		W /		
Van Skriger				
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Inspector Signature	1)00	- juice		
Date: 1-25-21				

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

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2020

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

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

PRODUCER

Hiscox Inc.

520 Madison Avenue

32nd Floor

CONTACT
NAME:
PHONE
(A/C, No, Ext): (888) 202-3007 FAX
(A/C, No):
E-MAIL
ADDRESS: contact@hiscox.com

	HISCOX INC.				PHONE	o, Ext): (888)	202-3007	I	FAX (A/C, No):		
	520 Madison Avenue				E-MAIL ADDRESS: contact@hiscox.com						
	32nd Floor New York, NY 10022				AUUH						T
	New York, NY 10022					111		RDING COVERAGE			NAIC#
INS	URED	**********			INSURI	ERA: MISCO	x insurance (Company Inc			10200
	Cup Of Joy				INSURI	ERB:					1
	7020 E State Road 45				INSURI	ER C:					
	Bloomington IN 47408				INSURI	ERD:					
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١.								MED EXP (Any one pe	erson)	\$ 5,00	
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	OFFICER/MEMBEREXCLUDED?	N/A					-	E.L. EACH ACCIDENT		\$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						-	E.L. DISEASE - EA EM	IPLOYEE	\$	***************************************
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CEI	RTIFICATE HOLDER		***************************************		CANC	ELLATION					
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					SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIE	S BE CA	NCELL	ED BEFORE
					THE	EXPIRATION	DATE THE	REOF, NOTICE '	WILL B	E DEL	IVERED IN
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AUTHORIZED REPRESENTATIVE

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

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.

Mama Duintad

ture

Date Release Signed

BUSINESS INFORMATION

CONNIE LAWSON INDIANA SECRETARY OF STATE 10/20/2020 08:55 PM

Business Details

Business Name: CUP OF JOY, LLP

Business ID: 202009131422496

Entity Type: Domestic Limited Liability Partnership

Business Status: Active

Creation Date: 09/13/2020

Inactive Date:

Principal Office Address:

7020 east state road 45, Bloomington, IN,

47408, USA

Expiration Date: Perpetual

Jurisdiction of Formation: Indiana

Business Entity Report Due Date:

09/30/2022

Years Due:

Principal Information

Title

Name

Address

Limited Partner

Amber Parker

5115 South College Drive, Bloomington, IN, 47403, USA

Registered Agent Information

Type: Individual

Name: Elizabeth Tragesser

Address: 7020 east state road 45, Bloomington, IN, 47408, USA

State of Indiana Office of the Secretary of State

Certificate of Registration of Limited Liability Partnership of CUP OF JOY, LLP

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, September 13, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 14, 2020.

Corrie Lauron

CONNIE LAWSON
SECRETARY OF STATE

202009131422496 / 8720472

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

Date of this notice: 09-17-2020

Employer Identification Number: 85-3058720

Form: SS-4

Number of this notice: CP 575 B

CUP OF JOY ELIZABETH TRAGESSER MBR 7020 E STATE ROAD 45 BLOOMINGTON, IN 47408

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3058720. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1065 03/15/2021

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

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

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

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

- * 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 CUPO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

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

CP 575 B

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 09-17-2020 () -EMPLOYER IDENTIFICATION NUMBER: 85-3058720 FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 ldabbbblabbblabblabballaadhaabbbbb

CUP OF JOY ELIZABETH TRAGESSER MBR 7020 E STATE ROAD 45 BLOOMINGTON, IN 47408

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130 P.O. Box 100

p. 812.349.3418

Bloomington, Indiana 47402

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: Elizabeth	Tradesser
Signature: And C	Mansh
Date: 9-47-71	The state of the s

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

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 phones, 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:
 - o Be placed approximately 20 feet from a building or structure;
 - o Provide a barrier between the grill or device and the general public;
 - o The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - O Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

- noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
- 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.
- o The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- o It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

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

Vendor:	
Name: Elizabeth	1 rags ser
Signature: Un	Traceston
Date: 9-17-21	

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

1

Temporary Food Vendor

Date: 09/20/2021

Business Name: Cup of Joy

Address: 7020 E STATE ROAD 45

Bloomington, IN 47408

Phone: CELL 812-272-7582

The following permit has been issued:

Permit No. 21-0211

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/20/2021
Effective Date: 09/21/2021
Expiration Date: 09/20/2022

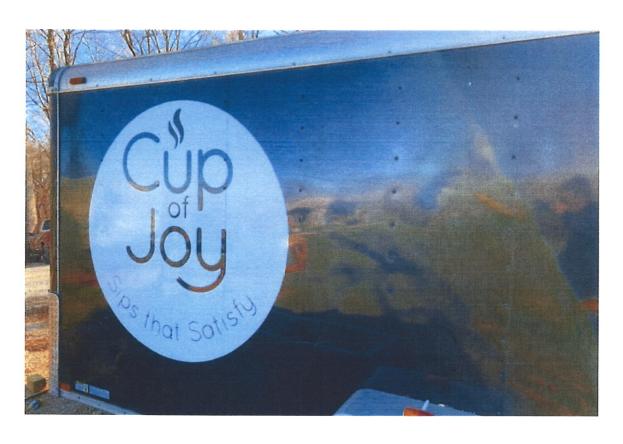
It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

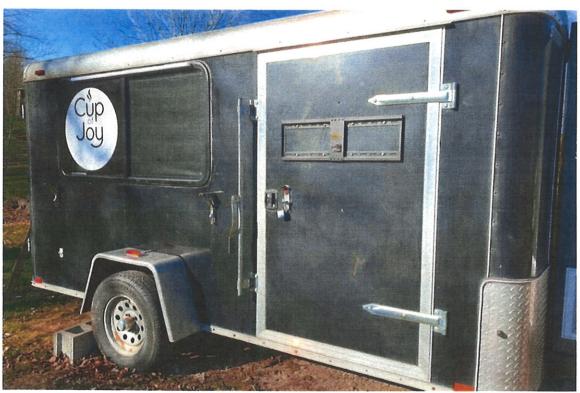
Digitally signed by Tim Clapp
DN: C=US,
E=clappt@bloomington.in.gov,
O=Fire Marshal, OU=City of
Bloomington Fire, CN=Tim Clapp
Date: 2021.09.20 14:56:34-04'00'

9/20/2021

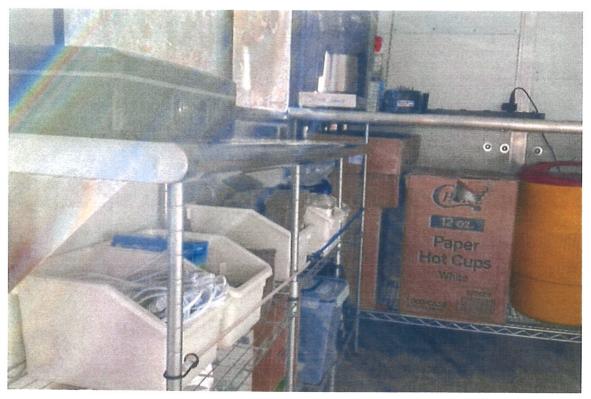
Inspector: Tim Clapp Date

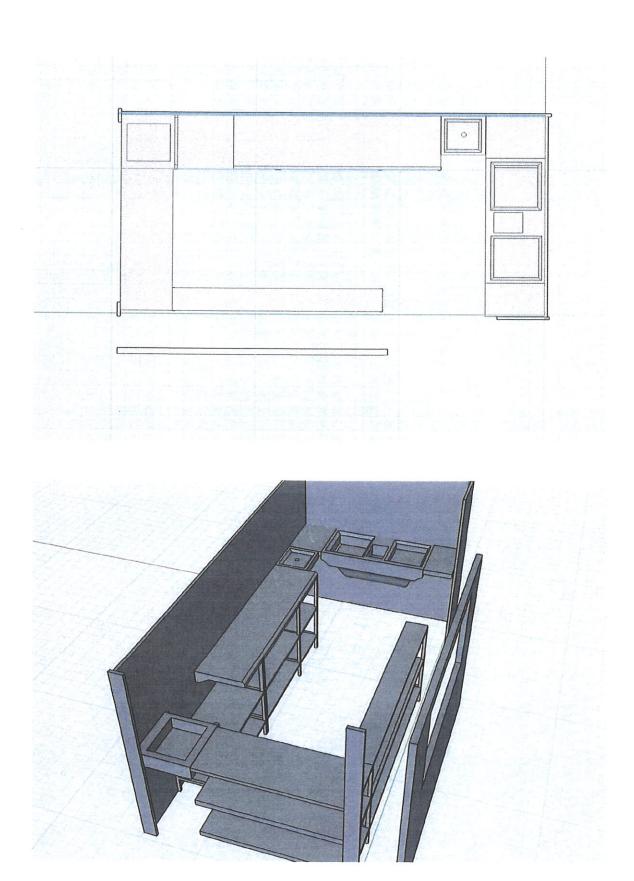
09/20/2021 14:55 Page













Certificate of Achievement



This certificate is awarded to

ELIZABETH TRAGESSER

Congratulations! You have completed

ServSafe® Food Handler Employee Food Safety Online Course and Exam

National Restaurant Association

233 S. Wacker Drive, Suite 3600 Chicago, IL 60606-6383 800.765.2122 in Chicago area 312.715.1010 Restaurant.org | ServSafe.com

Certificate Number 5246078	_{Date} 9/16/2021	
xpiration Date 9/16/2024		



Mobile Food Service Establishment License

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



CUP OF JOY
ELIZABETH TRAGESSER
COMMISSARY @ ONE WORLD KITCHEN SHARE
2361 W. RAPPEL AVENUE
BLOOMINGTON, IN 47404

2021

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

Issued JAN 27 2021

By Mones W Sharpro

PERMIT EXPIRES FEBRUARY 28, 2022

This License Is Not Transferable to Any Other Individual or Location

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2021-52

Mobile Vendor in Public Right of Way Cup of Joy, LLP

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, Cup of Joy, LLP ("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 28, 2021, and ending on September 28, 2022.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more 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 28th 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 2021-52 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date:

Elizabeth Tragesser, Owner
Cup of Joy, LLP



Board of Public Works Staff Report

Project/Event: Hoosier Youth Philharmonic Fall Concert

Petitioner/Representative: Hoosier Youth Philharmonic Parent Association

Staff Representative: April Rosenberger

Meeting Date: September 28, 2021

The Hoosier Youth Philharmonic Parent Association is requesting a Noise Permit to host their Youth Philharmonic Fall Concert. The concert will be a combination of Orchestras from Bloomington North and Bloomington South high schools and will have approximately 130 musicians. Set up will begin at 6:15 pm, with the concert starting at 7:00 pm and ending at 8:00 pm. Parks and Recreation has approved the Parks Special Use Permit.



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 Roser	berge	r with any	quest	ions: (812) 349-34	110	or <u>april.rosenberg</u>	er@bloomington.in.gov
Event and Noise	e Info	ormation						
Name of Event: Hoosier Youth Philharmonic Fall Concert								
Location of Event:		Switchya	Switchyard Park Main Stage					
Date of Event:		Oct. 12,	2021	(rain date	Oct. 13)		T. C	Start: 7:00 pm
Calendar Day of We	eek:	Tuesday	v (rain	date Wedr	nesday)		Time of Event:	End: 8:30 pm
Description of Event: Concert by the combined orchestras of Bloomington North and South high schools, around 130 musicians. Set-up will begin around 6:15, all music should be over by 8 pm.								
Source of Noise:		X Live B	Band	Instr	ument		Loudspeaker	Will Noise be Amplified? ☐Yes ☑No
Is this a Charity Event?								
Applicant Infor	matic	on						
Name:	Deb	orah Deliyar	nnis					
Organization:	Hoosi	er Youth Phi	lharmo	onic Parent	Associa	tion	Title:	President
Physical Address:	291	0 East David	d Drive	, Blooming	ton, IN 4	1740	1	
Email Address:	hyp	boosterprez	@gma	il.com			Phone Number:	812-219-5762
Signature:		OLLMOL	÷				Date:	9/13/21
FOR CITY OF BI	OOM	INGTON	USE	ONLY				
	e desi	gnee of th	e Ma	yor of th	e City o			de, We, the Board of reby waive the City
Dana Henke, President						ollingsworth, Vice-		
Date					Kyla Cox Deckard, Secretary			



Mailing Address

Administrative Offices

401 N. Morton St. Suite 250

PO Box 848

Bloomington, IN 47402

Phone: (812) 349-3700 Fax: (812-349-3705 parks@bloomington.in.gov www.bloomington.in.gov/parks

Allison-Jukebox Community Center

351 South Washington Street Bloomington, IN 47401 (812) 349-3731

Banneker Community Center

930 West 7th Street Bloomington, IN 47402 (812) 349-3735

Cascades Golf Course

3550 North Kinser Pike Bloomington, IN 47402 (812) 349-3764

Frank Southern Ice Arena

1965 South Henderson Street Bloomington, IN 47401 (812) 349-3740

Switchyard Park

1601 S. Rogers St. Bloomington, IN 47403 812-349-3400

Twin Lakes Recreation Center

1700 West Bloomfield Road Bloomington, IN 47403 (812) 349-3720

Inclusive Recreation

(812) 349-3747

Maintenance, Landscaping & Cemetery Operations (812) 349-3498

Urban Forestry (812) 349-3716

Date: September 20, 2021

Dear Deborah:

We are pleased to inform you, the request for a Special Use Event Permit has been approved for the following event/dates/times/location:

Event: HYP Fall Concert and rehearsal

Date(s): Wednesday, September 29, 2021 and Tuesday, October 5, 2021

Time: September 29th 3:15-5:15 p.m. October 5th 6-9 p.m.

Location: Switchyard Park Main Stage and Performance Lawn

Special Notes:

Payment and Certificate of Insurance must be received in this office by September 27, 2021 (approval contingent upon)

COVID-19 Safety Plan must be followed during event. Please be aware the situation regarding COVID may change in the future. This may change the determination to allow the event, or requiring new safety/health precautions.

Noise permit: contact <u>april.rosenberger@bloomington.in.gov</u> at Public Works (approval contingent upon).

Organization must bring their own chairs if needed.

Directional/Marketing signage only allowed on the day of the event.

Parks will open single use restroom behind stage for staff and emergencies.

Public restrooms are available at the Spray Pad.

Event will need power to the outlets on the Main Performance Stage.

Vehicles are not allowed in the park, unless cleared ahead of time.

Attached is an invoice for the event permit. Payment must be received prior to the event. Please adhere to the Bloomington Parks and Recreation's special use guidelines when conducting your event.

Please feel free to contact Hsiung Marler 812.349.3961 or via email marlerh@bloomington.in.gov should you have any questions regarding your event.

Sincerely,

Kim Clapp Office Manager

Encl. Permit Packet and invoice

Cc: Parks Operations

Switchyard Park General Manager Bloomington Police Department

Public Works



Date of Application	n:		
Date of Proposed E	vent:		
	nt:		
APPLICATIONS	MUST BE COMPLETE	AND INCLUDE	THE FOLLOWING
☐ Application for l	Rental Agreement	☐ Event Site	e Plan
	\$25/non-refundable	☐ Event Age	enda/List of Activities
Note:			
Permit applAn applicat signed by thAn applicat signed by th	ion for Special Use shall note Department. ion for Special Use shall note.	to the Department of become a permit of become a permit approval will not be	at least <u>six weeks prior</u> to event until it has been approved and until it has been approved and be finalized without submittal of fees/charges/deposits.
Applicant Information Contact Name:	ation		
Address:			
City, State, Zip: _			
Contact Email Add	ress:		
Organization Email	and URL:		
Organization Phone	e Number:		
Event Information	<u>1</u>		
Name of Event:			
Type of Organization	on:		
☐ Governmental	☐ Non-Profit Tax ID#	£	☐ Private User
Type of Event:	☐ Concert ☐ Cultu	ıral	☐ Entertainment
	☐ Fundraiser ☐ Parac	1	☐ Walk/ Run



NOTE: All Events: A map detailing placement of event (site map) will be required for all events. GIS maps are available on line at http://bloomington.in.gov/maps/. A copy of your proposed route must be attached to this application. If you are requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

1.	Is this event open	to the public?	Yes No				
2.	Event Description:						
3.	. Requested date(s) and time(s) for event:						
Setup Event Starting Event Ending Dismantle Complete Event Activity Date/Time Date/Time Date/Time							
	·						
4.	Is there a designate	ed date for inclem	ent weather? (rair	date) 🗆 Yes 🗆 N	0		
	If yes, date			,			
5.	Total number of an			rs, spectators, parti	icipants, etc.):		
	Total: Peak Attendance: at time:						
6.	5. Requested Event Location: Park Name						
7.	. Facilities in Park (e.g. shelter, park, grounds, etc.)						
	If event is on park grounds or more than one facility is being used, please provide map						
	showing parking, a	activity venues, fir	rst aid, etc.				
8.	. How do you plan to publicize this proposed event?						
	If available, please attach a copy of the proposed publicity plan or flyer. Please list event						
	website if available.						
	NOTE: DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS						
	APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.						
9.	Will any signs, bar	nners or flyers be	hung or posted?	☐ Yes ☐ No			
	If yes, describe the	proposed location	ns of the banners,	etc			
	NOTE: Due to cit	y ordinances regar	rding signage, add	litional permission	may be required to		
	hang banners/signs	s in advance of the	e event. Contact th	ne City of Bloomin	gton Planning		
	Department at 812	-349-3423					



Item	Size	Quantity
NOTE: Tents may not be staked without prior approval. All	components	of vendor display
including tents, umbrellas and signs, must be properly secure		
b. If contracting with a company that will be providing any		
below:	of the above,	iist iiiioiiiiatioii
Company Name: Contact Persor	1.	
Address: Telephone Nur		
reducess reseptions iver		
Company Name: Contact Person	1:	
Address: Telephone Nur		
11. Does your event require an Indiana Department of Homeland		
Entertainment Permit?	·	
NOTE: It is your responsibility to contact the Department o	f Homeland Se	ecurity to see if
your event requires an Amusement and Entertainment Permi		•
Department of Homeland Security can be reached at (317) 2		
https://www.in.gov/dhs/2795.htm.		
12. Please list accommodations you are providing for persons w	ith special nee	ds: (parking,
transportation, accessibility)		
13. Will donations/contributions be accepted during this event?	☐ Yes	□ No
a. If yes, please explain how these donations will be gener		
y, product compression with our general		
14. Will there be an admission charge to attend/participate?	☐ Yes	□ No
a. If ves. Type Fee(s): Fee Amor		



15	. Do you plan to sell, distribute or give away refreshments and/	or merchan	dise	
	(i.e. food, beverage, T-shirts, CD's, Art, etc.)?	☐ Yes	☐ No	
	a. If yes, List Type and Number of Booths:			
	Type	Quantity		
	NOTE: Bloomington Parks and Recreation will charge a \$25. each vendor/booth selling food/merchandise and/or any admis		_	
	collected while on park property.			
	NOTE: A temporary Food permit must be obtained from the		-	
	Department if you are planning to sell food (i.e. hot dogs, nach			
	profit organization must show proof of non-profit status when		=	
	information, contact the Monroe County Health Department a			
	hand washing station must be provided (portable or in facility) for anyone	e preparing/so	elling
	food.			
16	. Do you plan to sell or distribute alcohol?	☐ Yes	☐ No	
	a. If yes, explain:			
	NOTE: Alcohol sales in City-owned parks, trails, and spaces	•		
	Board or Parks Commissioners and the Director of Parks and	Recreation.	Please see th	ne
	"2020 Guidelines for Requesting/Approval of Alcohol Sales v	with an App	roved Event	
17	. Will there be displays, literature, or other types of solicitation	? □ Yes	☐ No	The box-filling thing aren't working;
18	. Are you providing additional portable toilets for your event?		☐ No	answer to both questions is "no"
	a. If yes, how many? Location (show on map			
	NOTE: The City of Bloomington Parks and Recreation Depart	-	=	
	(one) rest room facility for every 500 participants. If number r		_	k has
	available, it will be the organization's/event organizer/s response	=	acquire the	
	necessary number. Proof of payment will be required with app	-	a	
	b. Do you request restrooms access at the Allison-Jukebox C	community (Center?	
	☐ Yes ☐ No			
	NOTE: There is a minimum charge of \$35/hr to open the Alli			m use.
	For other uses of the Alison Jukebox Community Center addit	tional fees a	pply.	
	c. Do you request restrooms access at the Switchyard Park P			
	NOTE: There is a minimum charge of \$35/hr to open the Swi	itchyard Par	k Pavilion fo	or
	restroom use. For other uses of the Switchyard Park Pavilion a	additional fe	ees apply.	



Person Responsible:	
Contact Number: Relationship to 0	
Security/Safety:	
20. What are you plans for severe weather?	
21. Do you have a scheduled rain date or location?	es 🔲 No
a. If yes, please list:	
22. Who will be the on-site person responsible for making weather	er/emergency decisions?
In the event of an emergency at your event, please notify Bloc	omington Parks and Recreation
812-349-3742 or marlerh@bloomington.in.gov within 24 hour	rs of the emergency.
Contact Person: Contact Phone N	Number:
23. What are your plans for providing security, traffic and/or crow	vd control:
Contact Person: Contact Phone N	Number:
24. What are your parking plans? Overflow Parking?	
25. What are your plans for providing emergency/medical service	
Call emergency 911	
Event Entertainment:	
26. Do you plan on providing musical entertainment for this event	t? ☐ Yes ☐ No
a. If yes, describe:27. Will any type of sound amplifying equipment or devices be us	and in conjugation with this
	sed in conjunction with this
event?	
a. If yes, describe:	
Type	Quantity
b. If musical entertainment is used, please list contact inform	lation for sound technicians:
Contact Person:	



	Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's					
	Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is					
	the event organizer's/applicant's responsibility to be in compliance with all federal and st					
	copyright laws.					
28.	Do you plan to provide other	r entertainme	ent for this event?	☐ Yes	☐ No	
	a. If yes, attach planned pro	ogram:				
29.	Events with animals require additional considerations and Animal Control approval. Are yo					
	planning to pursue permission	on for anima	ls at your event?	☐ Yes	☐ No	
30.	Are you providing a generate	or as a powe	r source?	☐ Yes	☐ No	
31.	Electrical Needs:					
32.	Do you plan on grilling?	Yes	□ No			
33.	NOTE: Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit. Fire-pits are not allowed. 3. Are there any special provisions pertaining to your event that have not been addressed on this					
	application?	•	□ No			
a. If yes, please list:						

NOTE: The sponsoring organization's Event Coordinator must comply with all City of

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event



Permit, the applicant assumes all responsibility for	or proper conduct in the park as outlined above,
including assuring there is no consumption of alc	oholic beverages.
I, on beh	alf of the permit applicant, shall agree to
release, hold harmless, and forever indemnify the and agents from any and all claims or causes of a described herein. This includes claims for person types of claim which may arise from these activit permit applicant or any of its agents, or by any the	ction that may arise from the activities al injury, property damage, and/or any other cies, whether such claims may be brought by the
I have read this release and understand all of its to voluntarily.	erms. I agree with its terms and sign it
Signature	Date
Due with Application ☐ Application Fee: \$25/non-refundable	\$

Hoosier Youth Philharmonic Fall Concert

Switchyard Park Main Stage

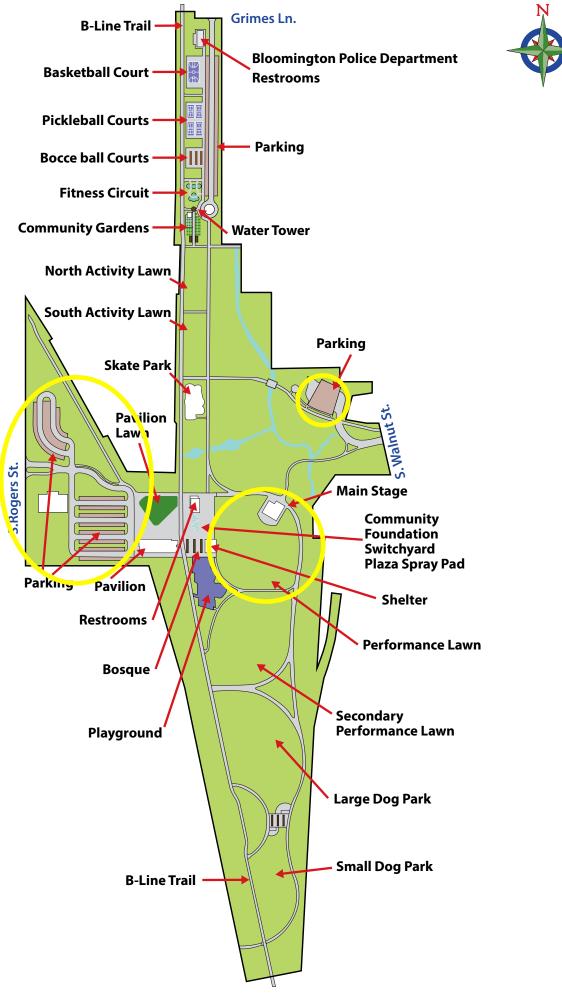
AGENDA:

Oct. 5 (raindate Oct. 6) Dress rehearsal

5:15 pm Students arrive, each with instrument, folding chair, and music stand5:15-7:15 pm Rehearsal on main stage7:15 pm Students and staff leave

Oct. 12 (raindate Oct. 13): Performance

6:00 pm Students arrive, set up; audience seated on lawn7:00 pm Concert begins8:15ish pm Concert endsby 9:00 pm Cleanup and departure





Board of Public Works Staff Report

Project/Event: African American Dance Company Performance- Shosholoza Train

Petitioner/Representative: Hannah Crane - African American Arts Institute

Staff Representative: April Rosenberger

Meeting Date: September 28, 2021

The African American Arts Institute is requesting a Noise Permit for their performance of Shosholoza Train at Switchyard Park. The date of the performance is scheduled on October 20, 2021 from 8:30 am to 6:30 pm and will have amplified instrumental music. Parks and Recreation has approved the Park Special Use Permit.



NOISE PERMIT

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

Application and Permit Information

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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 Rosen	Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov						
Event and Noise	e Info	ormation					
Name of Event:		Shosholo	za Train				
Location of Event:		Switchyar	Switchyard Park Stage				
Date of Event:		October 2	20th, 202	 !1		T. 65 .	Start: 8:30AM
Calendar Day of Week:			esday			Time of Event:	End: 6:30PM
Description of Event:		African Am	nerican [)ance (Com	npany performa	ance
Source of Noise:		Live Band	X Instr	ument		Loudspeaker	Will Noise be Amplified? XYes □No
Is this a Charity Event?		□Yes ☑No	If Yes, to	Benefit	t:		
Applicant Inform	Applicant Information						
Name:	Н	annah Crane					
Organization:	A	frican America	n Arts In	stitute		Title:	Events and Communications Specialist
Physical Address:	27	75 N Jordan Av	ve Suite	310, B	loor	mington, IN 474	105
Email Address:	hmc	rane@indiana.ed	lu			Phone Number:	812-855-3676
Signature:	de	annah Cri	ine			Date:	9/17/21
FOR CITY OF BL	.OON	IINGTON USE	ONLY				
	desi	gnee of the Ma	yor of th	e City o			de, We, the Board of reby waive the City
Dana Henke, President			Beth H	 I. Нс	ollingsworth, Vice-	President	
Date			Kyla Cox Deckard, Secretary				



Board of Public Works Staff Report

Project/Event: Busk at Dusk

Petitioner/Representative: City of Bloomington's Economic & Sustainable

Development Department, IU School of Music, & Cook Center of Public Arts and Humanities

Staff Representative: Holly Warren, ESD

Meeting Date: September 28, 2021

Busk at Dusk is a collaborative initiative undertaken by the City's Economic and Sustainable Development Department and Indiana University's School of Music and Cook Center for Public Arts and Humanities. Solo musicians and bands will be invited to play along Kirkwood Avenue during the hours of 6:30 and 9:30 pm every Thursday starting Thursday 9/30 through Thursday 10/28. Musicians will be scheduled by Indiana University organizers. While we anticipate most musicians will be students, members of the public will also be invited to sign up for sessions. The genre of musicians will vary- performances may include sets by solo vocalists, wind quartets, or jazz trios. We anticipate that not all will need amplification. Please note that owners of Uptown Cafe, Nick's, and Five Guys support this program and have offered to turn down their own outdoor music to accommodate the live musicians.



NOISE PERMIT

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

Application and Permit Information

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

Contact April Rosenberger with any questions: (812) 349-3410 or april.rosenberger@bloomington.in.gov							
Event and Noise	e Info	ormation					
Name of Event:		Busk at Dusk					
Location of Event:		Two sites along Kirkwood Aver	nue- 1. Sidewalk acr	oss the street fro	om Uptov	wn Cafe, and Sidewalk across the s	treet from Nick's English Hut
Date of Event:		Each Thursday of the week, be	eginning Thurs 9/30	through Thurs 10	·		Start: 6:30pm
Calendar Day of We	eek:	Thursday				Time of Event:	End: 9:30pm
Description of Event:		Busk at Dusk is a collaborative initially Humanities Solo musicians and bands be scheduled by Indiana University or performances may include sets by support this program and have offered support this program and have	re undertaken by the City will be invited to play alc ganizers. While we anticl o vocallsts, wind quartets to turn down their own o	's Economic and Sus ong Kirkwood Avenue pate most musicians , or jazz trios. We an uutdoor music to acco	stainable E e during th will be stu ticipate th ommodate	evelopment.Department and Indiana Unive to hours of 6:30 and 9:30 pm every Thursday dents, members of the public will also be in it not all will need amplification. Please note the live musicians.	sily's School of Music and Cook Center for Public Arts and starting Thrusday 9/30 through Thursday 10/28. Musicians will rited to sign up for sessions. The genre of musicians will vary-that owners of Uptown Cale, Nick's, and Five Guys
Source of Noise:		Live Band	✓ Instr	ument		Loudspeaker	Will Noise be Amplified? ☐Yes ☐No
Is this a Charity Eve	ent?	□Yes ☑No	If Yes, to	o Benefit	:		
Applicant Infor	matio	on					
Name:	Holl	y Warren					
Organization:	Econom	ic and Sustainable Develop	ment, City of Blo	omington		Title:	Assistant Director for the Arts
Physical Address:	401 N	l Morton Street, Bl	oomington,	IN 47403	3		
Email Address:	holly.v	varren@bloomington	.in.gov			Phone Number:	503.688.4666
Signature:	14.	Man				Date:	09/27/2021
FOR CITY OF BI	001	INGTON USE	ONLY				
	e desi	gnee of the Ma	yor of th	e City o			le, We, the Board of eby waive the City
Dana Henke, President			Beth H	l. Ho	llingsworth, Vice-	President	
Date			Kyla Co	ox D	eckard, Secretary		



Board of Public Works Staff Report

Project/Event: 2021 Evens Time, Inc. Parker Services

Agreement, Addendum #2

Petitioner/Representative: Legal Department, Jacquelyn Moore

Staff Representative: Ryan Daily

Date: 09.28.2021

Report:

We are requesting approval of Addendum #2 to the 2021 Evens Time, Inc. Parker Services Agreement. Addendum #1 incorrectly stated the amount of the initial contract as well as the amount increased by Addendum #1. The Board approved the correct amount at the August 17, 2021, which was contained in both the Staff Report and Legal Memo

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

ADDENDUM #2 TO 2021 SERVICE AGREEMENT Between the CITY OF BLOOMINGTON

And

EVENS TIME, INC.

This Addendum #2 corrects a scrivener's error contained in Addendum #1 to the Evens Time Inc.'s Parker Services Agreement which was approved at the August 17, 2021, BPW meeting, as follows:

- 1. On May 11, 2021, the Board of Public Works approved the 2021 Services Agreement with Evens Time, Inc.
- 2. Article 4. Compensation contained a not to exceed cost of \$40,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$8,946.67. The total compensation paid under this Service Agreement shall not exceed \$48,946.67.
- 3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed the day and year last written below:

CITY OF	BLOOMINGTON	EVENS TIME, INC.	
Ву:		Ву:	
	Dana Henke, President Board of Public Works		
D. I.		Name and Title	
Date:		Date:	
Ву:			
	Adam Wason, Director Public Works Department		
Date:			
	John Hamilton, Mayor		
Date:			



Board of Public Works Staff Report

Project/Event: Renewal #1 ReCollect Digital Recycling Education Software

Petitioner/Representative: Public Works Department

Staff Representative: Michael Large, Operations Manager

Meeting Date: September 28, 2021

The ReCollect software system provides digital recycling education and outreach to the public through enhanced website tools and features for the municipal sanitation industry. The ReCollect software will continue to provide the public with convenient recycling educational information and content, as well as make several regular sanitation services more easily accessible.

Staff has been extremely satisfied with the cabilities of the system that consists of the three modules listed below:

- Collection Calendar: Residents can access the calendar from a website tool and easily find their collection schedule. They can also subscribe to receive collection day reminders and notifications via e-mail, text message, or an automated phone call. With over 2,000 first time users in the first 8 months of service this module was vital in sending notice to the public during weather related service delays
- **Special Collection:** A tool that allows residents to self-schedule on-line for additional services (i.e. bulky items, appliances, or extra weekly pick-ups). Has reduced phone calls and efficiency with large item pickup. This feature was key in the removal of large items during move out.
- Waste Wizard: Provides real-time, searchable and specific instructions on how people should dispose of any material (essentially, what's trash and what's recyclable). With almost a 1,000 first time users this system continues to be a vital educational tool for the ever changing recycling market situation.

Quoted Price: \$11,699.00

City of Bloomington Contract and Purchase Justification Form

Vendor: ReCollect Systems INC. Contract Amount: \$11,699.00

		PURCHASE INFORMATI	ON	
l.	Check the box beside the procuren applicable)	nent method used to initiate this	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicab
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	—— (NA)
<u>.</u> .	List the results of procurement pro	ocess. Give further explanation v	where requested.	Yes No
	# of Submittals: Met city requirements?	Yes No	Was the lowest cost selected? (If no, please state below why it was not.)	
	Met item or need requirements? Was an evaluation team used?		This renewal #1 of the Service C	Contract.
	Was scoring grid used?			
	Were vendor presentations requested	1		
	State why this vendor was selected	d to receive the award and contra	act:	
	This vendor provides a specific s target areas of contamination with provide education and explanation software we have brought more to collection services provided throught	h the recycling collection stream on for our services to the genera than 2,000 individual residents o	n. Through this identification we a I public. Since we have purchase on as subscribers for the reminde	are able to ed this
	Renewals occur automatically un	less a party informs the other in	writing at least 30 days before e	end of the term.
	Fees for initial contract totalled \$	11,508.15. Fees for the first rene	ewal term will be \$11,699.00.	
	Michael Large	Operations Mana	ger Public	Works
	Print/Type Name	Print/Type Title	Depar	tment

RENEWAL # 1 BETWEEN THE CITY OF BLOOMINGTON

And

RECOLLECT SYSTEMS INC.

The initial Term of this Agreement began on December 1, 2020, and shall end on November 30, 2021. This Renewal #1 extends this Agreement as follows:

- 1. **Section 4.2 <u>Term.</u>** This Subscription Services Agreement shall automatically renew for additional one (1) year terms, unless a party provides written notice of intent to terminate to the other party at least 30 days before the Termination Date of the current Term. The renewal term shall begin on December 1, 2021 and shall end on November 30, 2022.
- 2. **Section 5.3** <u>Inflation</u>. The fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the US Bureau of Labor Statistics. Fees during the Initial Term of this Agreement totaled \$11,508.15. Fees for the first Renewal Term shall be \$11,699.00.
- Section 10. Indemnification shall be amended for both ReCollect and the City of
 Bloomington to delete the word "defend" from the first line of both 10.1 ReCollect
 Indemnification and 10.2 Customer Indemnification, such that each party is still required to
 "indemnify and hold harmless" the other.

RECOLLECT SYSTEMS INC.

4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

Date:

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

By: ______ By: ______ By: ______ By: ______ By: ______ Board of Public Works Date: _____ Date: _____ Date: _____ By: _____ Adam Wason, Director Public Works Department Date: _____ Philippa M. Guthrie, Corporation Counsel



SUBSCRIPTION SERVICES AGREEMENT

SourceWell (formally NJPA) Awarded Contract #041217-RCS

1. Agreement

This Subscription Services Agreement (this "Agreement") is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada ("ReCollect") and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Subscription Service Agreement (the "Cover Pages"); (b) the Schedule entitled "General Terms and Conditions"; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the "Schedules"); and (d) all order forms issued and accepted hereunder (each, an "Order Form"). Each service ("Service") provided hereunder shall be the subject of a Schedule (a "Service Schedule") that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

Effective Date:

December 1st, 2020

Termination Date:

November 30th, 2021

Contract Number:

2021106v02

Initial Subscription Amount:

\$11,508.15

One-time Fees:

N/A

Population

<100,000

2. Customer Information

Customer:

City of Bloomington, Indiana

Contact Name:

Michael Large

Contact Title:

Operations Manager

Address:

401 N Morton, Suite 120

City, State/Province, Zip/Postal Code:

Bloomington, IN 47404

Phone:

(812) 349 3410

Email:

largem@bloomington.in.gov

SourceWell Member Number

1441

3. Billing Information

Contact Name:

Nate Nickel

Contact Title:

Business Manager

Billing Address:

401 N Morton, Suite 120

City, State/Province, Zip/Postal Code:

Bloomington, IN 47404

Phone:

(812) 349 3410

Email:

nickeln@bloomington.in.gov

Contract Number: 2021106v02

Customer: CITY OF BLOOMINGTON, IN

4.	ReCollect Information			
Addres	ss:	ReCollect Systems Inc. Suite 528 - 3381 Cambie St. Vancouver, BC, V5Z 4R3, Canada		
Contac	t Name:	Luke Closs		
Phone:		1-888-291-0604 x304		
Email:		contracts@recollect.net		
5.	Schedules			
List of	included Schedules:			
A. B. C. D.	General Terms and Conditions Order Form Service Schedule Special Conditions			
6.	Authorization			
Custom	ner acknowledges that it has read and understand	ls this Agreement.		
This Ag	preement is executed as of the Effective Date by a	authorized representatives of Customer and ReCollect:		
RECOLLECT SYSTEMS INC.		CITY OF BLOOMINGTON, INDIANA		
Signati Name: Title:		Signature: Name: Title:		

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.
- 1.2. All references to dollars or "\$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.
- 1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."

1.4. In this Agreement:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

"Affiliate" means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

"API" means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

"App Store Addendum" means the App Store Addendum, if any, attached to and forming part of this Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

"Customer Content" means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

"Customer Data" means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.

"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer's waste collection service.

"Taxes" has the meaning given in Section 5.5.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.

"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. SERVICES

- 2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.
- 2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.
- 2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. APP STORE MANAGEMENT

3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. TERM

- 4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.
- 4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a "Renewal Term"), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The "Term" shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. FEES AND PAYMENT TERMS

- 5.1. Fees. Customer will pay to ReCollect the fees set forth in each Order Form (the "Fees"). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.
- 5.2. Service Addresses or Population. ReCollect sets its Fees based on the number of Service Addresses of the Customer or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses or Population in excess of the number of Service Addresses or Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.
- 5.3. Inflation. The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics (if Customer's address as set forth on the Cover Pages is not within Canada) or as defined by Statistics Canada (if Customer's address as set forth on the Cover Pages is within Canada).
- Payment terms. ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
- 5.5. Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.6. **Overdue charges**. ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.
- 5.7. **Suspension of service**. If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.
- 5.8. **Payment Disputes**. ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.9. Credit Card payments. There is a 2.5% handling charge for accepting payment by credit card for invoices.
- 5.10. Fees for Renewal Terms. The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.
- 6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.
- 6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.
- 6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.
- 6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. DATA SECURITY AND PRIVACY

7.1. Data Ownership. The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.

7.2. ReCollect's obligations.

- 7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("Handle" or "Handling") Personal Information.
- 7.2.2. ReCollect's Handling of Personal Information is subject to its "Terms of Use" (https://policy.recollect.net/terms) and "Privacy Policy" (https://policy.recollect.net/privacy) in effect from time to time, as posted to its website.

- 7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:
 - (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
 - (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
 - (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by Law.
- 7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.
- 7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- 7.2.7. Upon the Customer's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer's consent.
- 7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Customer's Obligations

- 7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.
- 7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.
- 7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.
- 7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.
- 7.3.5. The Customer's access to the ReCollect Platform is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.
- 7.4. Data Backup. The Services do not include any backup of Customer Data and they do not replace the need for Customer to maintain regular data backups or redundant data archives. RECOLLECT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

Contract Number: 2021106v02

8. CONFIDENTIALITY

- 8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.
- 8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1. Each party represents and warrants to the other party that:
 - 9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;
 - 9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
 - 9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and
 - 9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- DISCLAIMER OF CONDITIONS AND WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH 9.4. IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION.

- 10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:
 - 10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
 - 10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or

- 10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.
- 10.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:
 - 10.2.1. Customer Data, including any Processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or
 - 10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.
- 10.3. Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:
 - 10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;
 - 10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or
 - 10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.
- 10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. LIMITATION OF LIABILITY

- 11.1. MUTUAL LIMITATION OF LIABILITY. NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.
- 11.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. TERMINATION

12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

- 12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.
- 12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:
 - (a) is incapable of cure; or
 - (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.2. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:
 - (a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
 - (b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and
 - (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and
 - (ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;
 - (c) Customer shall immediately cease all use of any Services or ReCollect Materials and
 - (i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and
 - (ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;
 - (d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:
 - (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;
 - (ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;
 - (iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;
 - (iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and
 - (v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;
 - (e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;
 - (f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and
 - if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.
- 12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.
- 13. EMERGENCY NOTIFICATIONS

13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.

14. **GENERAL**

- 14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.
- 14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party's prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate's actions or omissions) or to a purchaser of all or substantially all of such party's assets, securities or business.
- 14.3. Amendments and Waivers. This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.4. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.
- 14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under "Customer Information" on the Cover Pages.
- 14.6. Relationship of the parties. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.7. Unavoidable Events. No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.
- 14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.
- 14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

End of General Terms and Conditions

SCHEDULE B: ORDER FORM

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Collection Calendar	SWR-PRD-CAL-STD	1	\$3,950.00 / year	\$3,753.00 / year after \$197.00 discount for 1 year
Special Collection	SWR-PRD-COL-STD	1	\$7,950.00 / year	\$7,553.00 / year after \$397.00 discount for 1 year
Waste Wizard	SWR-PRD-WIZ-STD	1	\$2,350.00 / year	\$2,233.00 / year after \$117.00 discount for 1 year
Website Tool	SWR-OPT-WEB-STD	. 1	\$0.00 / year	\$0.00 / year for 1 year
Essential Success Package	SCS-PKG-ESS	1	\$0.00 / year	\$0.00 / year for 1 year
Subtotals				
Annual subtotal				\$13,539.00 after \$711.00 discount
Other Fees				
Bundle				-\$2,030.85

Total \$11,508.15

SCHEDULE C: SERVICE SCHEDULE

Collection Calendar

SWR-PRD-CAL-STD

- Schedule look-up tool:
 - People can search for their collection schedule by entering their address.
 - Predictive search allows for various address formats.
 - Schedules can shift to account for holidays and can handle any level of complexity.
 - Schedules can show multiple configured collection types, such as recycling, yard waste, organics, or Christmas tree collection.
 - o Schedules can display other events, such as household hazardous waste days.
 - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential and multi-family addresses.
 - Searched addresses that are in neighboring municipalities can generate a custom message with hyperlink directing those people to the responsible authority.
- Reminders and print calendars:
 - People can sign up for collection day reminders via email, Twitter, text message (with Text Messaging add-on), mobile app notification (with the Mobile App add-on), or an automated phone call
 - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
 - Reminders can shift to account for holidays.
 - o Free printer-friendly collection calendars unique for every address.
 - o Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
- Campaigns:
 - o Add educational content to reminders, the Website Tool and Mobile App.
 - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
 - Educational campaigns can target people in certain collection routes.
- Service alerts:
 - Send out notifications about collection delays, or other important announcements.
 - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.
- Proactive calendar updates:
 - Optionally, we can provide calendars for each upcoming year for you to approve.
 - Unapproved calendars are not visible to people until you decide they are correct.
- Admin console:
 - o Activity and reporting dashboard get detailed stats about how people are using ReCollect.
 - o Easily update the collection schedule anytime with drag and drop interface.
 - Add new streams or events.
 - Add educational content to reminders at any time let people know about upcoming events, common mistakes, or other important information.
 - Activity reports are emailed to you monthly, and you can check the live dashboards anytime.
- Process during onboarding:
 - o You provide:
 - Address, route, and schedule data that conforms to the data format in our <u>Data Guide</u>.
 - Additional data support with our <u>Data Transformation Services Package</u>.
 - Any other relevant information we may request.
 - We provide:

- An import of your data, setting up your system so people can search for their addresses and find information specific to their location.
- A kickoff call, and meetings throughout the implementation.
- Administrator training.

Waste Wizard

SWR-PRD-WIZ-STD

- Waste Wizard material search:
 - People easily search for how to dispose of different materials.
 - "Fuzzy" search technology, meaning that results are returned regardless of any typos or misspellings.
 - o Pre-existing database of thousands of items to help you get started.
 - You can add, modify, and delete items and their instructions at any time.
 - o You can create "aliases" for materials that have more than one name (e.g. soda and pop).
- Drop-off guide:
 - Include drop-off locations and the items that they accept.
 - o Locations can be sorted by actual driving distance from your home (if an address was provided).
 - o Locations are shown on a map with estimated driving times.
 - o Optionally add a tab to the Website Tool which lists all drop-off locations on a single map.
- Admin console:
 - Access activity and reporting dashboard get detailed stats about:
 - usage,
 - most searched for items, and
 - items searched for that are not in the wizard (so they can be added).
 - Update the wizard, including:
 - Adding or editing items, setting their stream (trash, recycling, drop-off location, bulk collection, etc.)
 - Set special instructions for each item.
 - The list of drop-off locations, transfer stations, and landfills.
 - Customize content to include a map with location results and hours of opening.
 - Add "synonyms" to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
 - o Download a monthly activity report, or have it automatically emailed to you.
- Process during onboarding:
 - o You provide:
 - Details defining the requirements of the Waste Wizard tool, including how materials are disposed of in your area.
 - Any other relevant information we may request.
 - o We provide:
 - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
 - Inputting all locations.
 - Default content and imagery for waste materials.
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Special Collection

SWR-PRD-COL-STD

 Enable people to schedule and pay online for special collections, such as bulky items, household hazardous waste, yard waste, and anything else that is not collected as part of the standard curbside collection.

Contract Number: 2021106v02

- Allow people to select a preferred collection date, or automatically select one based on a person's collection schedule or geographic location.
- Optionally, allow people to choose the item(s) from a list of allowed items in your collection program.
- Restrict the booking of special collections by:
 - o the number of collections available per day, month, or year,
 - certain routes or geographies, or
 - o the number of items per booking.
- Collect additional contact information along with the special collection request, such as the name, email, phone number, account number, and address.
- People can make an online credit card payment directly through ReCollect's Special Collection tool, via a Stripe payments integration. People will also receive an email confirmation of the order.
- Set a deadline for cancelling special collections.
 - This can be specified as cutoff time either one or two days before the collection occurs.
- People will receive reminders in advance of the day their special collection is scheduled.
 - o Prompt people with an appropriate window of time to cancel so that trucks do not make wasted trips.
- Receive a daily dispatch report with all special collections requested for the current or next day, including:
 - o contact information,
 - o the address where the collection should occur, and
 - o the item(s) needing collection.
- Integrate Special Collection with your ticketing system (with the purchase of the Platinum Support package), so that requests are created as tickets in your existing ticketing system.
- Process during onboarding:
 - You provide:
 - Details defining the requirements of the Special Collection tool.
 - Your address data, if we don't already have it.
 - Any other relevant information we may request.
 - If payments are enabled:
 - Create a Stripe account and connect it to the ReCollect platform (or link your existing Stripe account to ReCollect).
 - Process any refunds directly through Stripe.
 - Agree to a nominal convenience fee that will be deducted from transactions, in addition to Stripe processing fees.
 - We provide:
 - An initial configuration of the Special Collection tool, including rules around when and how requests can be made
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Website Tool

SWR-OPT-WEB-STD

- The Website Tool can be embedded on multiple websites, including your Facebook page and neighborhood or community websites.
- It adapts mobile web browsers giving people the best experience for their screen size.
- Need Help:
 - People can select from a list of common help topics.
 - o People can learn how to solve problems by themselves or report them as tickets.
 - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with the Platinum Support Package).
- Custom branded:
 - We can configure the Website Tool to use your color palette and fonts, so that it matches the look and feel of your website.

- We can create multiple themes so that the Website Tool has a different color palette on each website you embed the Website Tool on.
- Configurable languages:
 - Display all content within the Website Tool in any of our supported languages:
 - Spanish
 - Korean
 - Khmer
 - Simplified Chinese
 - French
 - German
 - Czech
 - Haitian Creole
 - Hungarian
 - Japanese
 - Portuguese
 - Punjabi
 - Russian
 - Vietnamese
- Accessibility:
 - Exceeds WCAG 2.1 Level AA and any other regulatory or legal accessibility compliance requirements for people with disabilities, and it is regularly audited by a certified accessibility auditor.
- Compatibility:
 - The Website Tool has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites etc.), and we have never encountered a website that we cannot work with.
 - We also provide specialized plugins for WordPress and Google Sites.
 - Although unlikely, if any challenges arise with embedding the Website Tool, we will help by working with your CMS or website provider.
- Process during onboarding:
 - You provide:
 - Details defining the requirements for the Website Tool.
 - We provide:
 - A small HTML snippet that you can place on your website.
 - Place the snippet on as many pages and sites as you want, and the Website Tool will appear in its place.
 - The ReCollect Promotion Guide to help you promote your new tools.

Essential Success Package

SCS-PKG-ESS

- Support hours:
 - Up to 20 hours per year of dedicated ReCollect staff time, including industry and technical experts.
 - Work generally fulfilled within 15 business days.
 - Answers to general questions within two business days.
- Includes:
 - Onboarding:
 - Consultation to understand your program and goals.
 - Custom branding and styling.
 - Helping you launch your custom branded and configured tools.
 - Configuration changes:

- Changing your collection schedule.
- Language updates.
- Campaign alert setup.
- o Success strategy:
 - Kickoff with a personalized Communications Plan.
 - Semi-annual check-in calls and training to optimize your evolving goals.
 - Metrics analysis and benchmarking.
- ReCollect Academy:
 - Access our growing library of online training videos, webinars and templates.
- Maintenance:
 - 24/7 uptime and performance monitoring.
 - Email support 6am-5pm PST on business days.
 - Regular annual security audits with a third-party auditor.
 - Accessibility compliance with all relevant privacy laws, including GDPR.
- End-user requests:
 - Generally responded to or forwarded within 2 business days.
 - Certain categories can be immediately forwarded automatically.

Contract Number: 2021106v02

SCHEDULE D: SPECIAL TERMS AND CONDITIONS

These special terms and conditions supersede any inconsistent terms in the general terms and conditions.

Modify:

- Section 5.4 to be replaced with: Payment terms. ReCollect will invoice Customer annually in advance in respect of
 the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each
 subsequent year of the Term. Payment will be due 45 days following receipt of ReCollect's invoice. Customer is
 responsible for providing ReCollect with complete and accurate billing and contact information and notifying
 ReCollect of any changes to such information.
- 2. Section 5.6 to be removed.

Add:

- 1. **Appropriation of Funds**: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty.
- 2. **Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.



Board of Public Works Staff Report

Project/Event: Addendum # 4 Supplement for Agreement for the Purchase

and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Jason Speer **Meeting Date:** September 28, 2021

Report: On November 1, 2016 the Board of Public Works approved agreements for purchase and delivery of fuel products with the following companies: Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op, now doing business as Premier AG Co-op. Included in the agreement is the provision to renew the agreement annually.

City of Bloomington Contract and Purchase Justification Form

Vendor: Al Warren Oil Contract Amount: Not to exceed 761,192.00

Print/Type Name	Print/Type Title	Depar	tment
Jason Speer / Lisa Lazell	Manager / Office Ma	nager PW - Fleet M	<i>f</i> laintenance
•	ed to receive the award and contra 6-56SA for the purchase of bulk fu		
	rocess. Give further explanation v	where requested. Was the lowest cost selected? (If no, please state below why it was not.) This contract is to approve vendor contacted when fuel is rquired. A document is sent to the approver awarded to the lowest bidder for fuel.	quote d vendors and i
Request for Quote (RFQ) Invitation to Bid (ITB)	Request for Proposal (RFP) Request for Qualifications	Sole Source Emergency Purchase	Not Appli (NA)
applicable)	ement method used to initiate this p		oid tabulation

City of Bloomington Contract and Purchase Justification Form

Vendor: Heritage Petroleum

Contract Amount: Not to exceed 761,192.00

		PURCHASE INFORMATI	UN	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	orocurement: (Attach a quote or	· bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	—— (NA)
2.		rocess. Give further explanation v	vhere requested.	Yes No
	# of Submittals: Met city requirements?	Yes No	Was the lowest cost selected? (If no please state below why it was not.)	
	Met item or need requirements?		This contract is to approve venc contacted when fuel is rquired. A document is sent to the approve awarded to the lowest bidder fo	A quote ed vendors and is
	Was an evaluation team used? Was scoring grid used?		fuel.	,
	Were vendor presentations requeste	adp. V		
3.	State why this vendor was selected	ed to receive the award and contra	ct:	
	This is addendum #4 to BC2016	-56SB for the purchase of bulk fu	el (Unleaded and Diesel)	
	Jason Speer / Lisa Lazell	Manager / Office Man	nager PW - Fleet	Maintenance
	Print/Type Name	Print/Type Title	Depa	rtment

City of Bloomington Contract and Purchase Justification Form

Vendor: Petroleum Traders Corporation

Contract Amount: Not to exceed 761,192.00

		PURCHASE INFORMATION	ON	
1.	Check the box beside the procure applicable)	ment method used to initiate this p	orocurement: (Attach a quote or	· bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	—— (IVA)
2.	List the results of procurement p	rocess. Give further explanation v	vhere requested.	Yes No
	# of Submittals: Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested.	Yes No Yes Vo And Policy Color of the colo	Was the lowest cost selected? (If no please state below why it was not.) This contract is to approve vence contacted when fuel is rquired. Adocument is sent to the approve awarded to the lowest bidder for fuel.	dors to be A quote ed vendors and is
3.	•	ed to receive the award and contra -56SC for the purchase of bulk fu		
	Jason Speer / Lisa Lazell	Manager / Office Man	nager PW - Fleet	Maintenance
	Print/Type Name	Print/Type Title	Depa	rtment

City of Bloomington Contract and Purchase Justification Form

Vendor: White River Co-op (nka Permier Contract Amour

AG Co-op)

Contract Amount: Not to exceed 761,192.00

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

	Print/Type Name		vpe Title	Depart	ment
	Jason Speer / Lisa Lazell	Manager / C	Office Manager	PW - Fleet M	aintenance
3.	State why this vendor was selected. This is addendum #4 to BC2016			and Diesel)	
	Was scoring grid used? Were vendor presentations request	ed?	fuel.		
	# of Submittals: Met city requirements? Met item or need requirements? Was an evaluation team used?	Yes No V U V V	please state b This contrac contacted w document is awarded to	st cost selected? (If no, elow why it was not.) It is to approve vendor when fuel is rquired. A case sent to the approved the lowest bidder for the sent to the lowest bidder for the lowest bidder f	quote vendors and is
2.	List the results of procurement p		lanation where reques	ted.	Yes No
	Invitation to Bid (ITB)	Request for Qua		ency Purchase	Not Applicable (NA)
1.	Check the box beside the procure applicable) Request for Quote (RFQ)	ement method used to ini Request for Prop			id tabulation if

ADDENDUM #4 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL Between the CITY OF BLOOMINGTON

And

AL WARREN OIL, HERITAGE PETROLEUM, PETROLEUM TRADERS AND WHITE RIVER CO-OP (NKA PREMIER AG CO-OP), ("Suppliers")

This Addendum #4 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op (nka Premier Ag Co-Op) ("Agreements") as follows:

- 1. Term of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works ("Department") and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op (nka Premier Ag Co-Op) states: "The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017 (the "Operating Term"). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement." The City and the Supplier agrees to a one (1) year renewal of the Agreements, which shall commence on November 1, 2021, and shall continue through October 31, 2022.
- 2. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

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

CONCLUTANT ("CLIDDLIED")

CITT	OF BLOOMINGTON	CONSULTANT (SUPPLIER)	
Ву:		Ву:	
	Dana Henke, President		
	Board of Public Works	Name and Title	
Date:		Date:	
Ву:			
	Adam Wason, Director		
	Public Works Department		
Date:			
Bv:			
,	Philippa M. Guthrie, Corporation Counsel		
Date:	• • • • • • • • • • • • • • • • • • • •		



Board of Public Works Staff Report

Project/Event: 2021 Cassady Electrical Contractors Service

Agreement Addendum

Petitioner/Representative: Facilities/JD Boruff

Staff Representative: JD Boruff

Date: 09.28.2021

Report:

We are requesting an increase to the Cassady Electrical Service agreement in the amount of \$20,000.00. This is to cover other projects that are in store for later this year.

Original contract amount = \$35,000.00 Total increase = \$20,000.00 Adjusted contract amount = \$55,000.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Cassady Contract Amount: \$20,000 Electrical

		PURCHASE INFORMATION	ON	
1.	Check the box beside the procure applicable) Request for Quote (RFQ) Invitation to Bid (ITB)	Request for Proposal (RFP) Request for Qualifications (RFQu)	Sole Source Emergency Purchase	oid tabulation if Not Applicable (NA)
2.	# of Submittals: 1 Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested	Yes No Yes V V Yes V Yes V Y Y Y Y Y Y Y Y Y Y Y Y Y	where requested. Was the lowest cost selected? (If no, please state below why it was not.) We renew our service agreemen Cassady Electrical every year.	Yes No
3.	·	ed to receive the award and contraction and the contraction of the con		ded to increase
	JD Boruff	Facility Director	Public	Works
	Print/Type Name	Print/Type Title	Depar	tment

AMENDMENT #1 to 2021 SERVICE AGREEMENT Between the CITY OF BLOOMINGTON

And

CASSADY ELECTRICAL CONTRACTORS, INC.

This Amendment #1 increases the not to exceed amount which will allow Cassady Electrical Contractors Inc., to provide additional services at City Facilities, as follows:

- 1. On October 27, 2020, the Board of Public Works approved the 2021 Service Agreement with Cassady Electrical Contractors Inc.
- 2. **Article 4.** <u>Compensation</u> contained a not to exceed cost of \$35,000. This Addendum will raise the not to exceed of the entire contract by adding an additional \$20,000. The total compensation paid under this Service Agreement shall not exceed \$55,000.
- 3. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON		CASSADY ELECTRICAL CONTRACTORS, INC. By:
Ву:		
	Dana Henke, President Board of Public Works	
		Name and Title
Date:		Date:
Ву:		
	Adam Wason, Director	
	Public Works Department	
Date:		
Ву:	Dhilings M. Cotheir Companying Co	1
	Philippa M. Guthrie, Corporation Co	sei
Date:		

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CASSADY ELECTRICAL CONTRACTORS, INC.

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Cassady Electrical Contractors, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Eighty Five Dollars (\$85.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Twenty Seven Dollars and Fifty Cents (\$127.50) per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

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

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

Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

Article 19. <u>Non-Discrimination</u> Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Cassady Electric, P.O. Box 53, Elletsville, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

written amendment signed by both parties hereto.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthric, Corporation Counsel

Me adday

Mae Cassady, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director
Kuka Ox Dead

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF MONROE)
AFFIDAVIT
The undersigned, being duly sworn, hereby affirms and says that:
1. The undersigned is the President of CASS Adutlechie. (job title) (company name)
 The company named herein that employs the undersigned: has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington. 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-vgrify program.
Signature Signature
Signature MAC CASSASY Printed Name
STATE OF INDIANA))SS:
COUNTY OF MODICAL)
Before me, a Notary Public in and for said County and State, personally appeared MA = CASSAS and acknowledged the execution of the foregoing this INL day of D & C, 2020.
My Commission Expires: Notary Public's Signature
Printed Name of Notary Public County of Residence: MFLISSA ANN LACLAIR Montoe County Montoe County SEAL SCOmmission Number 0664480
My Commission #: My Commission Expires April 19, 2023

f EXHIBIT B
STATE OF
COUNTY OF MONROE)
NON-COLLUSION AFFIDAVIT
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.
I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief. Dated this 2nd day of 2020.
Cassady Electric, Inc.
By: Me CASSASY
MACCASSAdy
STATE OF Tradiana) SS:
Before me, a Notary Public in and for said County and State, personally appeared MAE CASSAdy and acknowledged the execution of the foregoing this 20th day of Dec., 2020.
My Commission Expires: Notary Public's Signature
Printed Name of Notary Public County of Residence: Printed Name of Notary Public
My Commission #: MELISSA ANN LACLAIR Notary Public, State of Indiana Monroe County Morroe County My Commission Number 0864480 My Commission Expires April 19, 2023

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
9/24/2021	Payroll				484,441.02
					484,441.02
		ALLOWANG	E OF CLAIMS		
claim, and exc total amount c	cept for the claims not al	llowed as shown on	ster of claims, consisting of the register, such claims ar		
Dana Henke,	President	Beth H. Hollings	worth, Vice President	Kyla Cox Deckard, Sec	retary
•	fy that each of the above ith IC 5-11-10-1.6.	e listed voucher(s) or	r bill(s) is (are) true and corr	ect and I have audited same	e in
		Fiscal Officer			



Board of Public Works Staff Report

Project/Event: Change Order #2 for the Henderson, Rogers, and Winslow Multi-Use

Path Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst **Meeting Date:** September 28, 2021

Change Order #2 would add seed mixture and fertilizer to the contract in the amount of \$1,274.98.

The original contract amount for the project was \$3,131,235.52. Change Order #1 has not been approved by all parties and will not involve a change to the total contract amount. Change Order #2 would result in an increase to the contract of \$1,274.98. The new contract sum would be \$3,132,510.50.

This project is TIF funded. Change Order #2 is contingent upon approval from the Redevelopment Commission.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider, Inc. Contract Amount: \$3,131,235.52

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.

2.	List the results of procurement p # of Submittals: 3	rocess. Give further explanation v	where requested. Was the lowest cost selected? (If no,	Yes No
	Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?		please state below why it was not.)	
3.	State why this vendor was selected. Crider & Crider was the lowest results of the control of the	d to receive the award and contra esponsive and responsible bidder		
	Matt Smethurst	Project Manage	r Engir	eering
	Print/Type Name	Print/Type Title	e Depa	rtment

Page: 1

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information District:SEYMOUR DISTRICT	Contract No.: R -38348 AE:Wren, Rachel	Letting Date:01/15/2020 PE/S:Burkhart, Robert	Status:Pending
Change Order Information	Change Order No.: 002	EWA: nor Force Acct: N	
Date Generated: 05/15/2021	Date Approved: 00/00/0000		
Reason Code: SCOPE CHANGES, Ac	Ided Quantities/Items		
Description: seed mixture u and fertilize	е		
Original Contract Amount	\$ 3,131,235.52		
Current Change Order Amount	\$ 1,274.98	Percent: 0.041 %	
Total Previous Approved Changes	\$ 0.00	Percent: 0.000 %	
Total Change To-Date	\$ 1,274.98	Percent: 0.041 %	
Modified Contract Amount	\$ 3,132,510.50		
Time Extension Information			
Date Initiated 05/15/2021	Date Completed 00/00/0000		
Original Contract Time	SS Completion Date 00/00/0	000 or SS Calendar/Work Da	ys 0
	SP Date 00/00/0000	or SP Days	•
	(SS = Standard Specification	i, SP = Special Provision)	
Time Element Description:			
Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00	
Previous Time Approved	SS Days by AE: DCE	: SCE: DDCM	:
	SS Days	SP Days Value \$	

SS Date 00/00/0000

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

or SP Days 0

Revised Contract Time

Change Order No.: 002

INDIANA Department of Transportation Construction Change Order and Time Extension Summary

Page: 2

Review and Approval Information		
Required Approval Authority (\$ per Change Order) (Days per Contract)	(- LE \$ 250K-) (- LE \$ 750K	SCE:* DDCM:* -)(LE \$ 2 M)(GT \$ 2 M) /s)(200 SS Days)(GT 200 SS days)
Verbal Approval Required?	(V) N If Y, by R. Wren	
Total Change To-Date>5%?	Y () If Y , Copy to Program	Budget Manager
Scope/Design Recommendation Required?	Y NIf Y, Referred to Project	ct Manager(PM)
	Date to PM	Date Returned
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_	Date
	If N,Resolution: Approved _	Disapproved
	Resolved by	Date
LPA Signatures Required?	Y /NIf Y, Date to LPA	Date Returned
FHWA Signatures Required?	Y / N If Y, Date to FHWA	Date Returned
* Field Engineer Recommendation (Re		proval)
Field Engineer Robert Burksh Comments:	ent tra	Date 6 25 2-1

Contract No:R -38348 Change Order No:002 **INDIANA**

Department of Transportation

R-38348

Project:

1500384 - State:150038400LC5

Change Order Nbr:

002

Change Order Description: seed mixture u and fertilize

Reason Code:

SCOPE CHANGES, Added Quantities/Items

CLN PCN

PLN

Unit **Unit Price** CO Qty

Comment

Amount Change

0119 1500384

Item Code 0100 621-06545

TON

858.980

1.000

C

Amount:\$

858.98

Date:06/25/2021

Page: 3

Item Description: FERTILIZER

Supplemental Description1: to seed bare areas

Supplemental Description2: 0120 1500384

0101

621-06554

LBS

4.160

100,000

С

Amount:\$

416.00

Item Description: SEED MIXTURE U

Supplemental Description1: to seed bare areas Supplemental Description2:

Total Value for Change Order 002 = \$ 1,274.98

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. General or Standard Change Order Explanation

This change order was created to add seed mixture U and fertilizer to the contract. These items are needed to address the bare areas thoughout the project to achieve Notice of Termination. The foertilizer pricing is within the 95% confidence interval and the seed pricing is below the 95% confidence level and therefore approved. No contract time extension required for this change order.

Change Order Explanation for Specific Line Item	
***************************************	************************************
It is the intent of the parties that this change order is full and complete convertion and consent to this change order is hereby acknowledged. Contractor: CRIDEL & CRIDEL TAC.	Signed By:
Date: Ougust 94, 202)	000

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -38348 Change Order No:002		IANA f Transportation		Date:06/25/202 Page:
*************	APPROVED	FOR LOCAL PUBLIC AGE	ENCY	
(SIGNATURE)	(TITLE)		(DATE)	
(SIGNATURE)	(TITLE)		(DATE)	
PE/S ROBERT Burkhart	SUBMITT BFts	TED FOR CONSIDERATIO	DN	
*************	APPROVED FOR INDIA	NA DEPARTMENT OF TR	PANSPORATION	
Approval Level	Name of Approver	Date		Status

00/00/0000

Action Pending

Burkhart, Robert

Project Engineer/Supervisor



Board of Public Works Staff Report

Project/Event: Change Order #1 for the 3rd & Indiana Signal Replacement Project

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst **Meeting Date:** September 28, 2021

Change Order #1 would add \$2,679.42 to the contract for arrow board rental, changing the type of brick paver, and additional programming on the traffic signal.

The original contract amount for the project was \$333,555.00. Change Order #1 would result in an increase to the contract of \$2,679.42. The new contract sum would be \$336,234.42.

This project is TIF funded. Change Order #1 is contingent upon approval from the Redevelopment Commission.

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC Contract Amount: \$333,555.00

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 INFORMATI	ON	
1.	Check the box beside the procurer applicable)	nent method used to initiate this p	orocurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	(NA)
2.	List the results of procurement pr	ocess. Give further explanation v	vhere requested.	Yes No
	# of Submittals: 3 Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested?	Yes No Yes Vo V V V V V V V V V V V V	Was the lowest cost selected? (If no please state below why it was not.)	
3.	State why this vendor was selected	d to receive the award and contra	ct:	
	E&B Paving was the lowest resp	onsive and responsible bidder.		
	Matt Smethurst	Project Manage	r Engii	neering
	Print/Type Name	Print/Type Title	e Depa	rtment

RE: Brick Paver Quotes External Inbox

Scott Plourde <Scott@decorativepaving.com>

to me

The 1st attachment shows the invoice paid to IBC for 3 cubes of pavers, however please note that we did supply 1 additional cube of the Pawnee bricks from our yard which you we

Total cost you were charged from the above invoice (keep in mind we gave you a cube free to help out) 313.32 SF \times \$5.57/SF = \$1,744.17

I don't have an official written quote from Complete Masonry that I can supply. I have a verbal quote of \$3.55/SF delivered. I have an email that I can forward you showing my reque verbal call back is all I received. Generally this is how they operate and when the project approves the material they will supply a written quote or we just send them a P.O. with the

369 SF x \$3.55/SF = \$1,309.95

Extra material cost should have been \$434.22 but I cut you a deal for hiring us to do the work and only asked for \$363.26 plus we offered the extra free cube of pavers to help out.

Thanks,

Scott Plourde
Project Manager



Scott@decorativepaving.com

Decorative Paving Company 39 Glendale Milford Road Loveland, Ohio 45140 Direct # (513) 716-9005

rom: Trevor Hassler trevor.hassler@ebpaving.com Sent: Tuesday, September 21, 2021 7:11 AM

To: Scott Plourde <Scott@DecorativePaving.com>
Subject: Fwd: Brick Paver Quotes

Scott

See below, can you please send me some kind of documentation showing the cost difference between the original pavers and what we ended up using at the Bloomington 3rd and

I researched back through our emails it looks like it was originally supposed to be Glen Gery pavers but was changed to Belden Pawnee Red 2 1/2" pavers. You had said \$201.33/5"

Thank you,

From: Matt Smethurst <smethurm@bloomington.in.gov>
Date: Mon, Sep 20, 2021 at 3:00 PM
Subject: Brick Paver Quotes
To: Trevor Hassler <stever.hassler@ebpaving.com>

Trevor,

Per our phone conversation today, can you send me quotes/invoices for the proposed brick pavers on 3rd & Indiana and the ones we actually used? Thanks,

Matt

Trevor Hassler
Estimator
E&B Paving - Bloomington Area Office
2520 W Industrial Park Drive
Bloomington, Indiana 47404
Office: (812) 334-7940
Cell: (317)967-0154

Cell: (317)967-0154 trevor.hassler@ebpaving.com



Indiana Brick 430 West Carmel Drive Carmel IN 46062 United States

Bill To

DECORATIVE PAVING CO 39 GLENDALE-MILFORD LOVELAND Indiana 45140 United States

Ship To

3rd St and Indiana Ave 3rd St and Indiana Ave Bloomngton 46000 United States

Invoice

Date Invoice #

Terms
Due Date
PO #
Ship Date
Location
Created From
Truck Number
IF#
Driver Ticket

Primary Sales Rep

Credit Rep#

Customer Service #

Remit to:

URL

07/07/2021 INV177322

Net 30 Days from Invoice Date 08/06/2021 PO 3-1S - 3rd St & ndiana Ave 07/07/2021 4009-Indiana Brick-ndianapolis Sales Order #SO52852

Sales Order #SO52852 9999 - Customer Pickup Item Fulfillment #IF 20947

Andrew Bilger

Indiana Brick Co 317-969-8908

317-846-6060

Make Checks Payable to: Indiana Brick Co 3749 Solutions Center Chicago, IL 60677-3007

www.indianabrick.com

44602

PAWNEE RED PAVER 2-1/4 STANDARD BELDEN 4 SUGARCREEK OH PAWNEE RED PAVER 2-1/4 STANDARD BELDEN 4 SUGARCREEK OH

1,410 EA(1) 313.33 pt 041849(1410)

1.237

1,744.17 4009-L...

need approx 6/21

Total

\$1,744.17

www.indianabrick.com

Net 30 Days from Invoice Date A Service charge of 1-1/2% per month which is an annual rate of 18% will accrue 30 days after invoice date.

Credit Rep: Indiana Brick Co 317-969-8908

Customer Service # 317-846-6060

Make Checks Payable to: Make Checks Payable to: Indiana Brick Co 3749 Solutions Center Chicago, IL 60677-3007 *In addition to finance and late fees, late payments made by credit card or other electric means will be subject to reasonable processing fees.



FW: 3rd & Indiana Bloomington External Inbox

?

Scott Plourde <Scott@decorativepaving.com>

to me

Trevor

As discussed in my previous email, please see email below. This is my email to Complete masonry for the request for the K&W Brick pricing.

I received a call back on the same day, 11/18/20, from Complete Masonry and was verbally quoted \$3.55/SF for the pavers listed in my email below.

Thanks,

Scott Plourde Project Manager



Scott@decorativepaving.com

Decorative Paving Company 39 Glendale Milford Road Loveland, Ohio 45140 Direct # (513) 716-9005

From: Scott Plourde

Sent: Wednesday, November 18, 2020 1:20 PM
To: office.manager@completemasonrysupplies.com
Subject: 3rd & Indiana Bloomington

Good afternoon.

I just left a message in the office general voice mail box asking for pricing of approx. 392 SF or 2,000 pcs of Glen Gery 2 ½" K & W Brick. Not sure how many are in a cube to round

Thanks,

Scott Plourde Project Manager



Scott@decorativepaving.com

Decorative Paving Company 39 Glendale Milford Road Loveland, Ohio 45140 Direct # (513) 716-9005

Decorative solicited quote 11-18 from Complete Masonry

Verbal quote received same day at \$3,55/sff

= \$1309.95 at 4154 (369 sft)



Bloomington Area 35 Office 2520 W Industrial Park Drive Bloomington, IN 47404 Phone: (812)334-7940 Fax: (812)334-7941

August 30, 2021

3rd and Indiana Signal Project

Trevor Hasser

To: Matt Smethurst, Project Manager

Subject: Force Accounts for Various Hummel Electric Work

Matt,

Attached is a pricing workup for extra work that Hummel Electric performed on 7/16 and 7/27 to swap out the LED insert and accommodate the revised traffic signal sheet dated 7/20/21. The total for extra work performed on both days comes to \$1185.49 Please review the workups and let me know if you have any concerns.

With Respect,

Trevor Hassler

Estimator



2520 W. Industrial Park Drive Bloomington, IN 47404 Phone (812) 334-7940 FAX (812) 334-7941 www.ebpaving.com

Date	8/30/2021	_												
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Hummel Electric, Inc.

2505 MJM Industrial Dr. Evansville, IN 47715

Invoice

Date	Invoice #
8/30/2021	15360

Bill To

E & B Paving, LLC
2520 W. INDUSTRIAL PARK DR.
BLOOMINGTON, IN 47404

Terms	Project
INDOT SUB	3rd & Indiana

Description		Amount
Lump Sum, Time & Material, Rewire Cabinet & Controller for Flashing Yellow Arrow Operation due to Revised Traffic Signal Print dated 7-20-21 - Includes: Rewire cabinet, Reprogram Controller & MMU, Sout LED insert, provide additional load switch, flash transfer relay, cabinet prints and test run.	the witch	1,099.47
Please review and approve this invoice for extra work due to the revised traffic signal plan dated 7-20-21.	Total	\$1,099.47

3rd & Indiana	Construction Change 1	10/00	MATERIAI			LABOR	III III		EQUIPN	MENT	Cost	Bond	Unit		Materials	Labor	Equip
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	LED Insert Yellow Arrow	1	76	7	6		0			0	<u> </u>						



2520 W. Industrial Park Drive Bloomington, IN 47404 Phone (812) 334-7940 FAX (812) 334-7941 www.ebpaving.com

(21)

Date 4/28/2021 Contract 3rd & Indiana Project 3rd & Indiana Signal Replacement Force Account/Extra Work For Create item for Flashing Arrow Board called for per plans but no item. Arrow Board is generally covered by a daily pay item and is not incidental unless specifically noted on unit price contracts following the INDOT format. Estimated 60 days usage per schedule. Labor 109.05 (a) Employee Craft Hrs Total Hrs Base Rate Total \$ 22.62 \$ \$ 31.30 \$ 29.01 \$ 33.30 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Total Labor Line 2 Deleted. Fringes Laborers Hrs x \$ 12.96 Operators Hrs x \$ 19.35 \$ Carpenters \$ Hrs x 19.48 \$ Total Fringes \$ (3) Worker's Compensation 10.09% x (Lines 1&2) \$ (4) General Liability Insurance 4.40% x (Lines 1&2) \$ (5) Line 6 Deleted x (Lines 1&2) (6) State Unemployment 8.00% x (Lines 1&2) \$ (7) Federal Unemployment 1.50% x (Lines 1&2) \$ (8) FICA 7.65% x (Lines 1&2) \$ (9) Travel Allowance or Subsistence (Note #3) \$ -__(10) Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 \$ -___(11) 20% x Line (11) \$ -__(12) Grand Total Labor Lines (11) + (12) (13)Insurance (14)Taxes (15) Total: Line (14) + (15) (16) 10% x Line (16) (17) Grand Total for Insurance, Taxes: Line (16) + (17) (18)Materials 109.05 (c) Unit Haul Supplier Quantity Units Price Price Freight Total ton \$ \$ \$ sys \$ ea \$ \$ \$ Attach Copies of Invoices **Total Materials** (19)12% x Line (19) (20)

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CHANGE ORDER

DATE:

04/26/21

CONTRACT: COUNTY:

S-28405 MONROE

DESCRIPTION: FLASHING ARROW SIGN

ROADSAFE TRAFFIC SYSTEMS, INC. **3122 OLYMPIA DRIVE**

LAFAYETTE, IN 47909 P: (765) 471-8891

F: (765) 471-8892

SUBMITTED BY: DENNIS MEJIA

MOBILE: (765) 412-1239

E-MAIL: dmejia@roadsafetraffic.com

TEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
901	FLASHING ARROW SIGN	60.000	DAY	\$20.00	\$1,200.00
				Total:	\$1,200.00

By signing below, both RoadSafe Traffic Systems and E & B Paving., agree to add the above charges to the original subcontract agreement for Contract S-28405.

- * RoadSafe's receipt of compensation from the Owner is a condition precedent to payment for the performance of changed work.
- * No work shall be performed until price is agreed upon and Change Order is executed.

The signature of both parties shall evidence acceptance of this change order form request.

Contractor's Acceptance:

e 4-28-21

Authorized Agent

RoadSafe Traffic Systems's Acceptance:

Authorized Agent

Date













Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Bynum Fanyo &

Associates, Inc. for the 6th-Morton Alley Improvement Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 9/28/2021

Report: This project was prioritized by the Public Works Department and will resurface the north-south alley and the west leg of the east-west alley of the block contained by Morton to the west, College to the east, 6th to the north and Kirkwood to the south. Staff expects to bid and then award a construction contract in late 2021 for construction in 2022.

Bynum Fanyo was selected to design this project from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. The total contract amount is set at a not-to-exceed amount of \$15,690.00.

Project Approvals Timeline					
Approval Type	<u>Status</u>	<u>Date</u>			
Funding Approval	N/A				
Design Services Contract	Current Item	9/28/2021			
ROW Services Contract	N/A				
Public Need Resolution	N/A				
Construction Inspection Contract	N/A				
Construction Contract	Future	TBD 2021			

City of Bloomington Contract and Purchase Justification Form

Vendor:

• • • • •

Bynum Fanyo & Associates, Inc.

Contract Amount: \$15,690

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.

	Print/Type Name	Print/1	ype Title	Department
	Neil Kopper	Senior Pro	iject Engineer	Engineering
J .	Bynum Fanyo & Associates, In consultant list due to their famil	c. was selected to desigr	this project from the Ci	
3.	Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations requested. State why this vendor was select		qualifications that may be o placed on the list is from Ap	to establish a list of qualified firms ontacted for projects. 14 firms were Pre-Approved list, the term of the ril 15, 2019 through March 31, 2022
2.	List the results of procurement # of Submittals: 24 Met city requirements?	process. Give further exp Yes No	Was the lowest please state be	d. Yes No cost selected? (If no, low why it was not.)
	Invitation to Bid (ITB)	Request for Qua	lifications Emergen	Cy Purchase
1.	Check the box beside the procurapplicable) Request for Quote (RFQ)	ement method used to ini Request for Prop		Not Applicab
		PURCHASE INF	ORMATION	

PROJECT NAME: 6th-Morton Alley Renovation Design

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this	_ day of,	2021, by and
between the City of Bloomington Engineering	g Department through the Board of	Public Works
(hereinafter referred to as "Board"), and E	Bynum Fanyo and Associates, Inc,	(hereinafter
referred to as "Consultant"),		

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to rehabilitate the north-south alley and the west leg of the east-west alley of the block contained by Morton Street to the west, College Avenue to the east, 6th Street to the north and Kirkwood Avenue to the south; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the replacement of deteriorated pavements in the downtown areas noted above. These design services shall include preparing a topographic survey of existing conditions, the preparation of plans, specifications and estimates for work on alley pavements, including milling, markings, curb ramps, cross walks, and other incidental construction that is found necessary to complete the replacement or repair of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. <u>Standard of Care</u>: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. <u>Compensation</u>: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the project identified as 6th-Morton Alley Renovation, the total compensation paid, including fees and expenses, shall not exceed the amount of Fifteen Thousand, Six Hundred and Ninety Dollars (\$15,690.00). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. <u>Appropriation of Funds</u>: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. <u>Schedule</u>: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. <u>Termination</u>: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. <u>Identity of Consultant</u>: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. <u>Cost Estimates</u>: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over

competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. <u>Independent Contractor Status</u>: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. <u>Indemnification</u>: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. <u>Insurance</u>: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. <u>Conflict of Interest</u>: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. <u>Waiver:</u> No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. <u>Assignment</u>: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. <u>Third Party Rights</u>: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. <u>Non-Discrimination</u>: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. <u>Compliance with Laws</u>: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and

regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. <u>Notices</u>: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board: Consultant:

City of Bloomington Bynum Fanyo and Associates, Inc

Engineering Dept. 528 N. Walnut Street

Attn: Neil Kopper Bloomington, Indiana 47404 401 N. Morton Street, Suite 130 Attn: Jeffrey S. Fanyo, P.E. CFM

Bloomington, Indiana 47404

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

Article 24. <u>Intent to be Bound</u>: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. <u>Integration and Modification</u>: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. <u>Verification of New Employee' Employment Status</u>: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

<u>Owner</u>	<u>Consultant</u>
City of Bloomington Board of Public Works	Bynum Fanyo and Associates, Inc.
Ву:	
Dana Henke, President	Jeffrey S. Fanyo, P.E. CFM President
Ву:	
Beth H. Hollingsworth, Vice President	
Ву:	
Kyla Cox Deckard, Secretary	
Ву:	
Philippa M. Guthrie, Corporation Counsel	

EXHIBIT A SCOPE OF WORK AND FEE ESTIMATE

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvement efforts to rehabilitate the north-south alley and west leg of the east-west alley of the block contained by Morton Street to the west, College Avenue to the east, 6th Street to the north and Kirkwood Avenue to the south. The scope of services includes a topographic survey of the above-mentioned alleys to include elevations, apparent existing right-of-way, utilities, drainage structures, stoops, existing face of buildings, dumpsters, ramps and sidewalks. The topographic survey limits shall also include Morton Street from Kirkwood Avenue north to the east-west alley, but the scope of this contract does not include any additional design work within this area. The scope of work for the design of the alley rehabilitation includes milling instructions, design of spot grades, drainage design for an inverted crown, fine grading with spot grades as necessary, detail, maintenance of traffic plan, general notes and specification sheets. Preliminary plans and estimates shall be submitted to the Board as requested. Final plans and specifications shall incorporate comments received by the Board and shall be prepared in sufficient detail to allow for bidding and construction. Utility coordination shall include an early coordination letter to utilities requesting utility information including notification of any expected utility upgrade work they are planning as well as further coordination if necessary. Final CAD files shall be submitted to the Board. Bidding support, including preparation of a cost estimate, and Construction administration services will be provided as a part of this contract.

Scope of Services

The work elements are grouped into the following categories:

Topographic Survey

Site design

Spot and Fine Grading

Stormwater Drainage Design

Utility adjusting to grade coordination

Details, general notes, specifications and bidding support

Construction administration

EXHIBIT B COMPENSATION

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

6th - Morton Alley Renovation Design

Total Lump Sum \$ 15,190.00	
Construction Administration	\$1,440.00
Design and Bidding Support	\$8,640.00
Topographic Survey	\$5,110.00

In addition, the following COST PLUS items will be invoiced based on usage required to

Document Reproduction and Filing Fees \$500.00

Total Cost Plus \$ 500.00

complete the tasks:

TOTAL ESTIMATED COST OF 6th-Morton Alley Renovation Design \$ 15,690.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Principal Engineer: \$175/ hour Senior Project Engineer: \$150 / hour Project Engineer: \$100 / hour Direct Expenses: At Cost

EXHIBIT C PROJECT SCHEDULE

	6 th -Morton Alley Rehabilitation		
	Design		
MILESTONES	ESTIMATED DATE	COMMENTS	
Notice to Proceed	9-28-2021		
Topographic Survey	10-12-2021		
Complete	11-8-2021		
Final Plans			
Bid Advertisement	11-22-2021		
Bid Opening	12-6-2021		
BPW Award	12-7-2021		

EXHIBIT D KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility	<u>Name</u>
Senior Principal Engineer	Jeffrey S. Fanyo, PE
Senior Project Engineer	Daniel Butler, PE
Project Engineer	A. J. Willis, EIT

EXHIBIT E AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)) SS:	
COUNTY OF)	
The undersigned, being duly swe	orn, hereby affirms and says that:
1. The undersigned is the Senior Princip	oal Engineer of Bynum Fanyo and Associates, Inc.
provide services; OR	ploys the undersigned: s seeking to contract with the City of Bloomington to contract to provide services to the City of Bloomington.
	at, to the best of his/her knowledge and belief, the wingly employ an "unauthorized alien," as defined at 8
4. The undersigned hereby states th company named herein is enrolled in a	at, to the best of his/her knowledge and belief, the nd participates in the E-verify program.
Jeffrey S. Fanyo, P.E. Senior Principal Engineer	
STATE OF INDIANA)) SS: COUNTY OF)	
Before me, a Notary Public in an	d for said County and State, personally appeared acknowledged the execution of the foregoing this, 20
	Notary Public
	Printed name
My Commission Expires:County of Residence:	

EXHIBIT F NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)) SS:		
COUNTY OF)		
The undersigned offeror or agent, has any other member, representative, partnership represented by him, entered any person relative to the price to be off making an offer nor to induce anyone to made without reference to any other offer	into any combination, collusion or agreered by any person nor to prevent any refrain from making an offer and that	rporation or eement with person from
OATH A	ND AFFIRMATION	
I affirm under the penalties of perj and correct to the best of my knowledge a	ury that the foregoing facts and informand belief.	tion are true
Dated this day of	, 20	
	m Fanyo and Associates, Inc e of Organization)	
· —		
	ffrey S. Fanyo, P.E. enior Principal Engineer	
STATE OF INDIANA)) SS: COUNTY OF)		
Subscribed and sworn to before me	e this day of	, 20
	Notary Public	_
	Printed name	_
My Commission Expires:County of Residence:	Commission Number:	



Board of Public Works Staff Report

Project/Event: Request from Reed and Sons Construction, Inc. for

Street Closures on N Lindbergh Dr, E 15th St, and E

16th St

Staff Representative: Paul Kehrberg
Petitioner/Representative: Matthew Rollins

Date: September 28, 2021

Report: Reed and Sons Construction, Inc. will be completing a water main replacement for City of Bloomington Utilities on N Lindbergh Dr from W 11th St to W 17th St. They will also be replacing a water main on W 15th St and W 16th St from N Lindbergh Dr to N Monroe St. Reed and Sons is requesting full street closures while they complete the work, which will be done in phases, only closing one section at a time. The exact dates are yet to be determined, and will be based upon when materials arrive. Notices to area residents will be sent out when exact dates are finalized. Work is anticipated to take place from late October 2021 to late January 2022.

September 22, 2021

Via Electronic Delivery

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

Re: Lindbergh Dr & 15th Street Road Closure

Dear Board Members:

Reed & Sons Construction, Inc. ("Reed & Sons") is installing the new water main for City of Bloomington Utilities on N Lindbergh Dr and 15th Street.

To facilitate this project, Reed & Sons is respectfully requesting the temporary closure of N Lindbergh Dr between W 11th Street and W 17th Street as well as 15th Street between N Lindbergh Dr and N Monroe St in accordance with the attached Management of Traffic Plans. Temporary Road closures will be phased as the project progresses and will not be closed the full duration of the project. Reed & Sons is requesting the street closures to occur from October 2021 – January 2022. Specific dates cannot be provided at this time for this project.

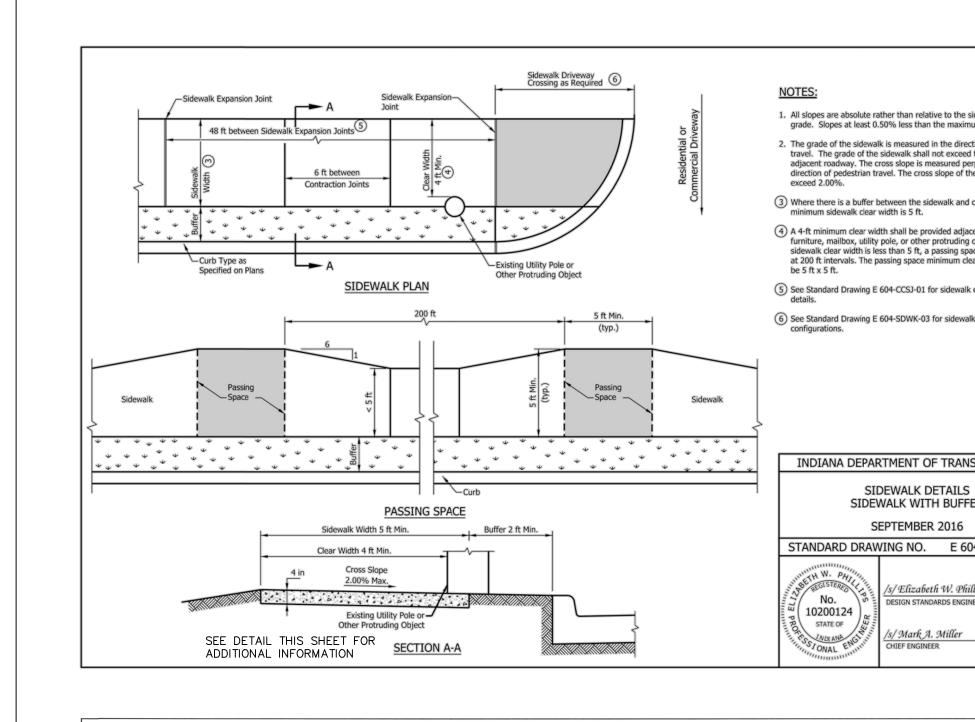
Reed & Sons will coordinate with City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions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

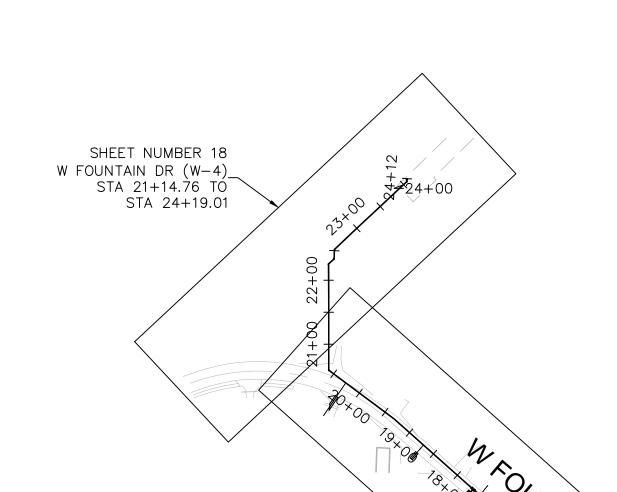
Kind regards,

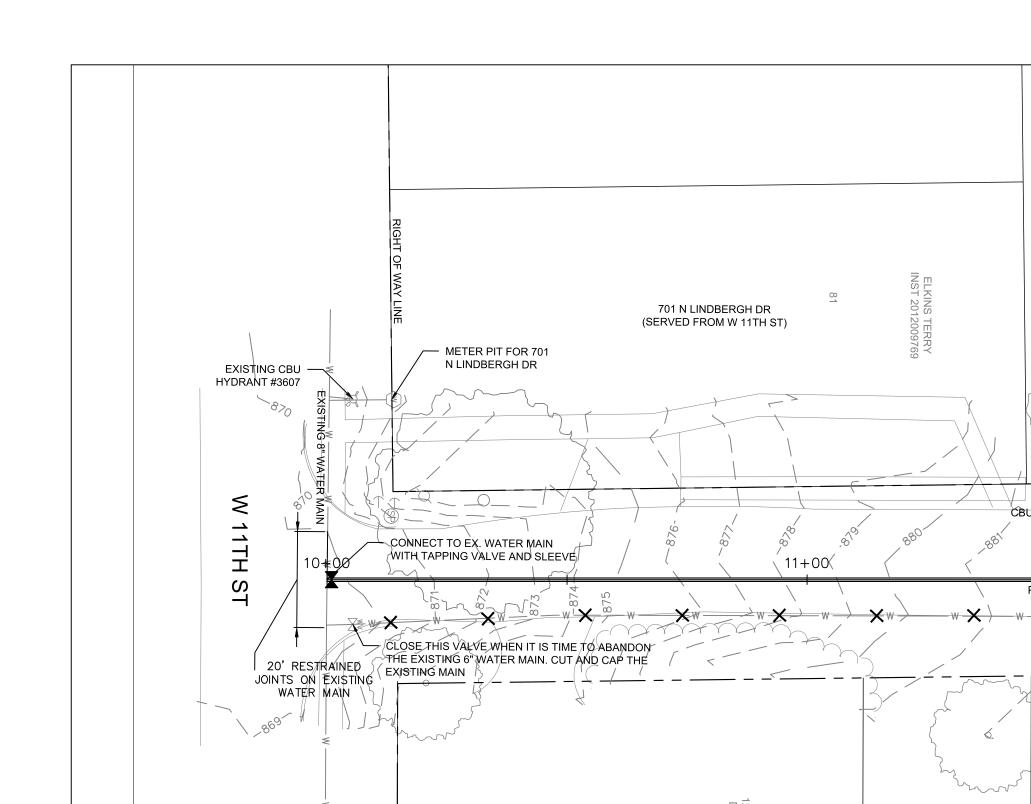
Matthew Rollins
Project Manager
Reed & sons Construction, Inc.

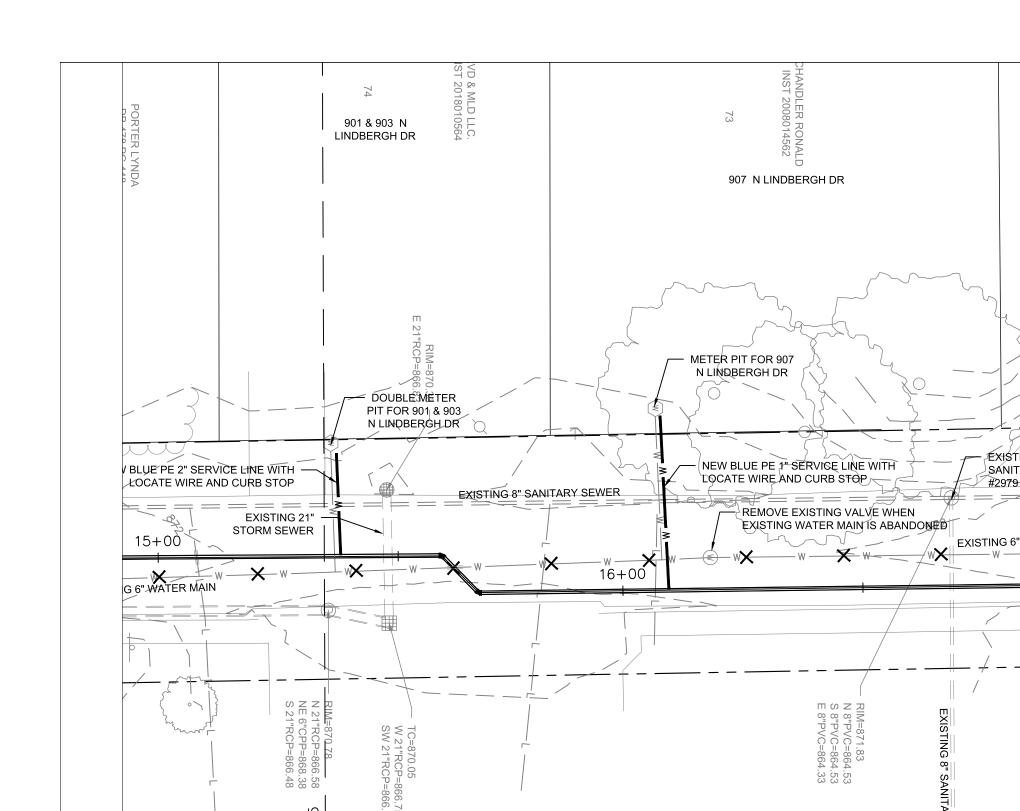
NOR WATER

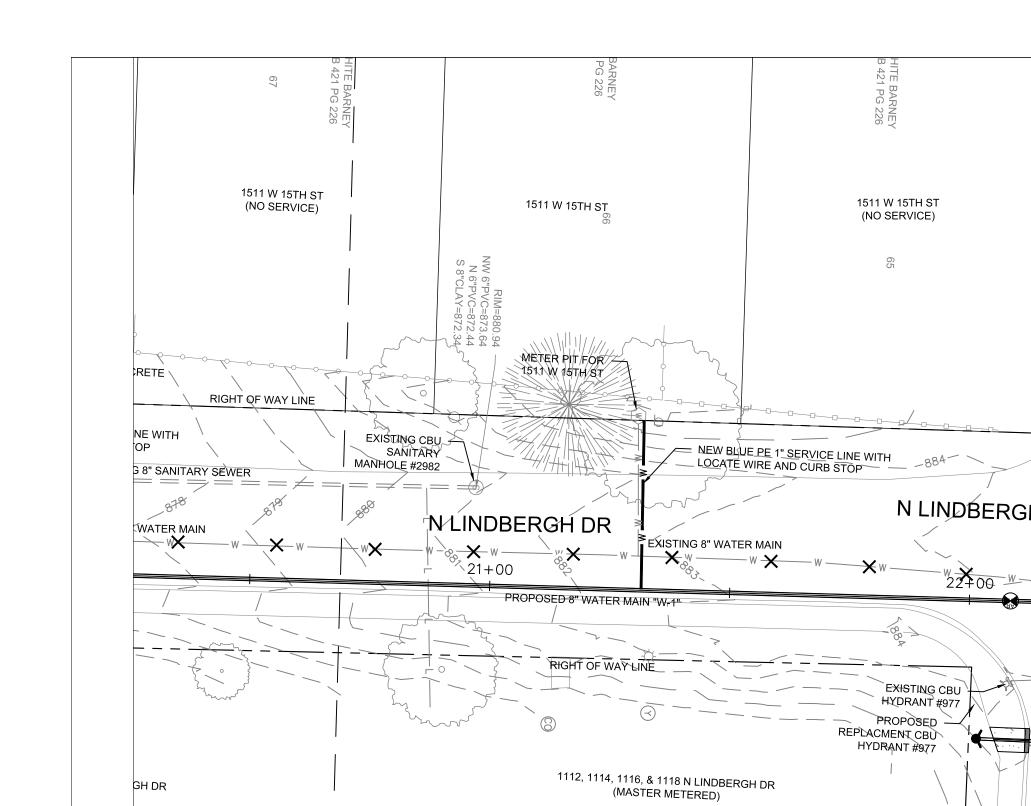


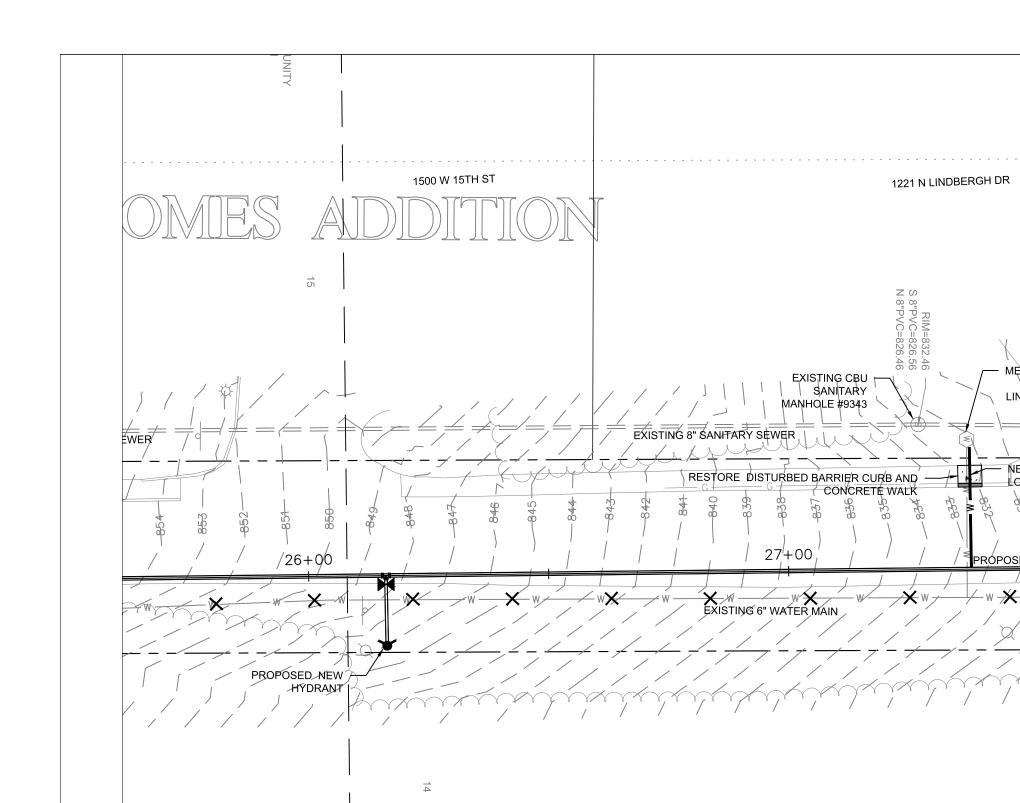


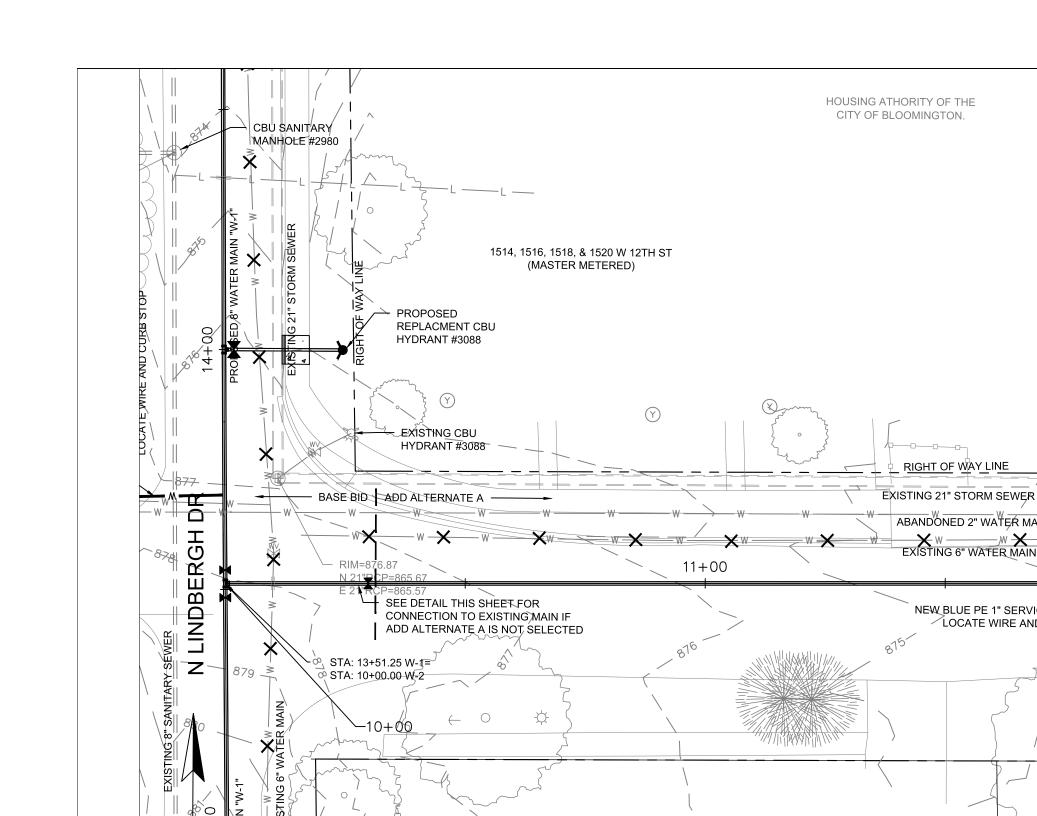


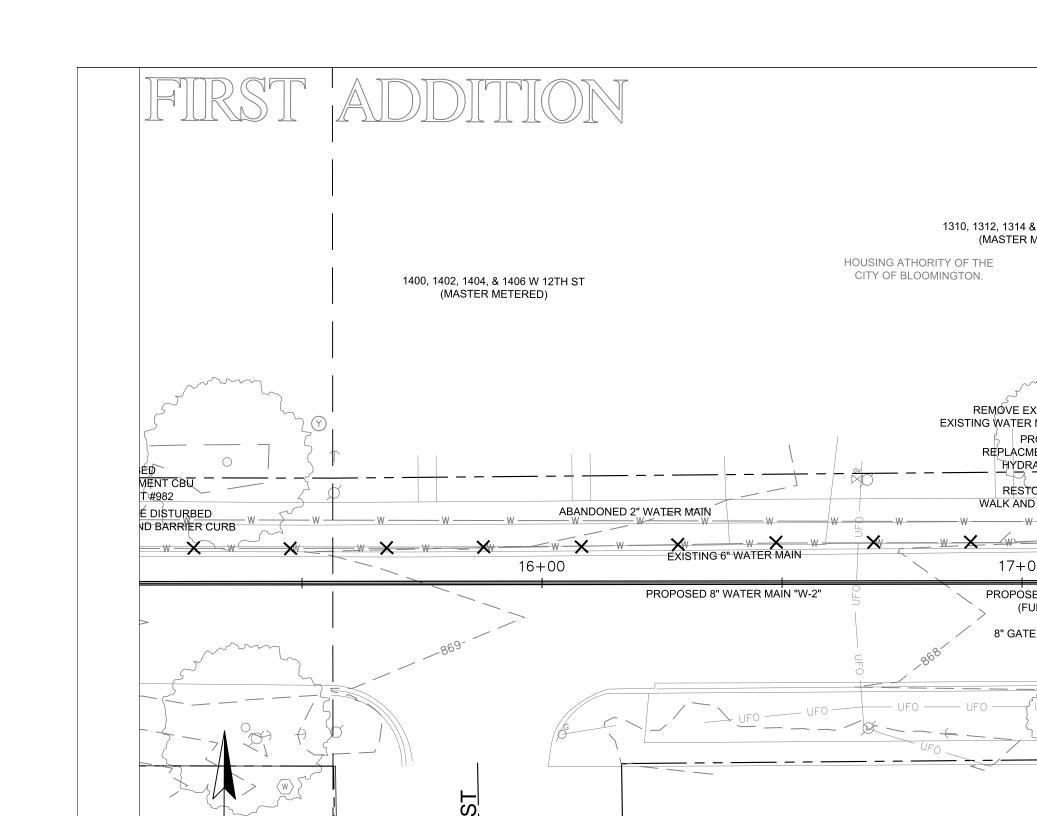


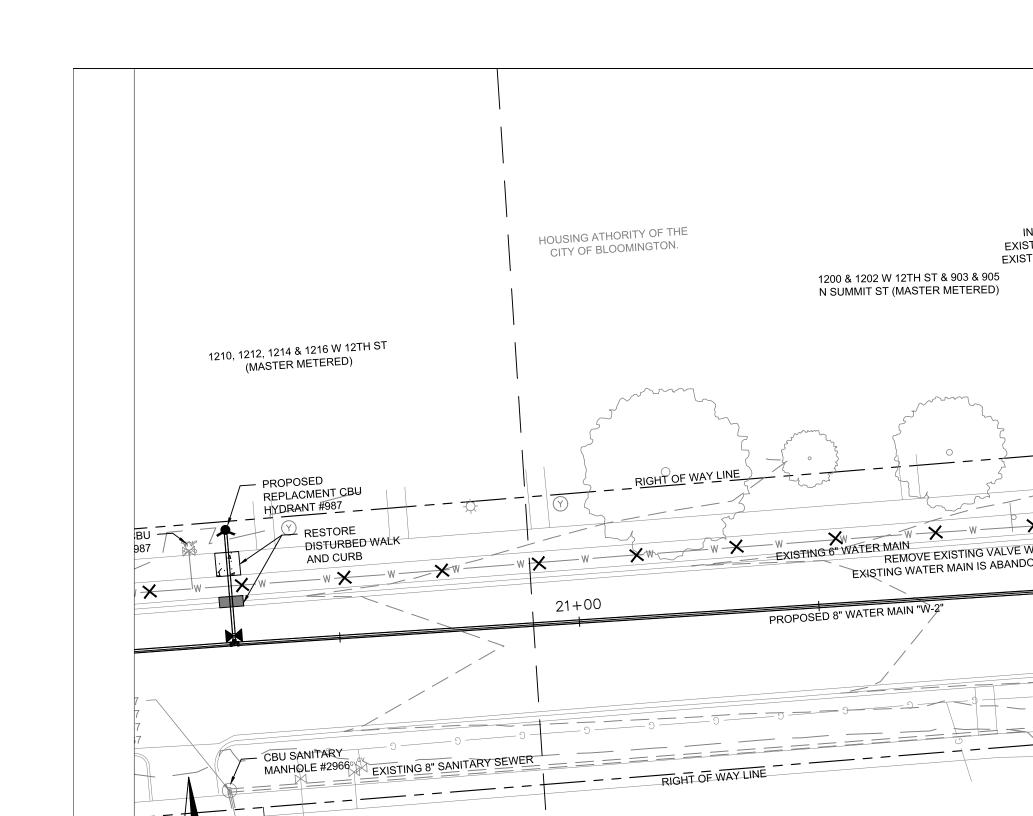


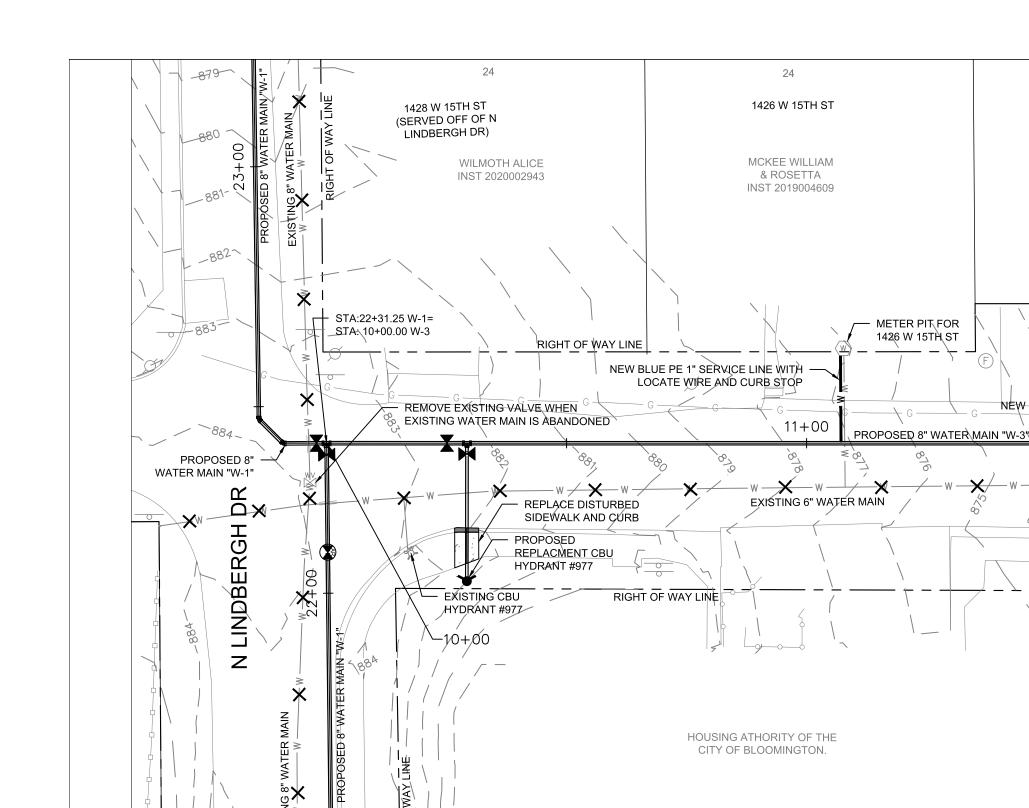


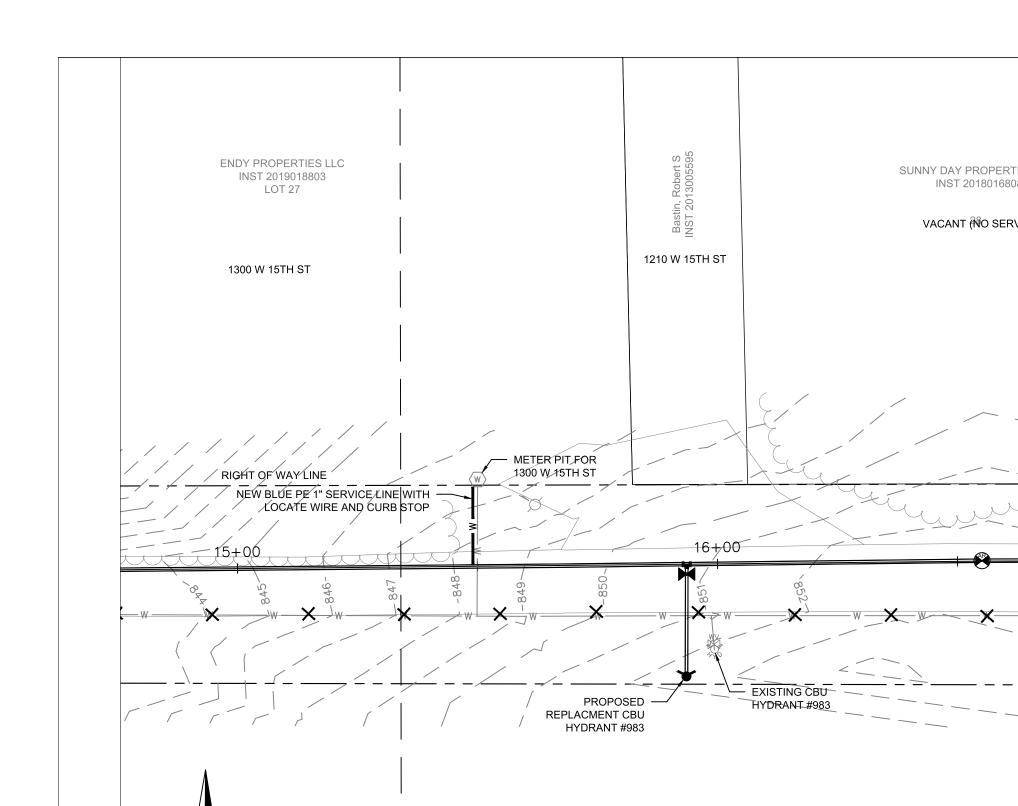


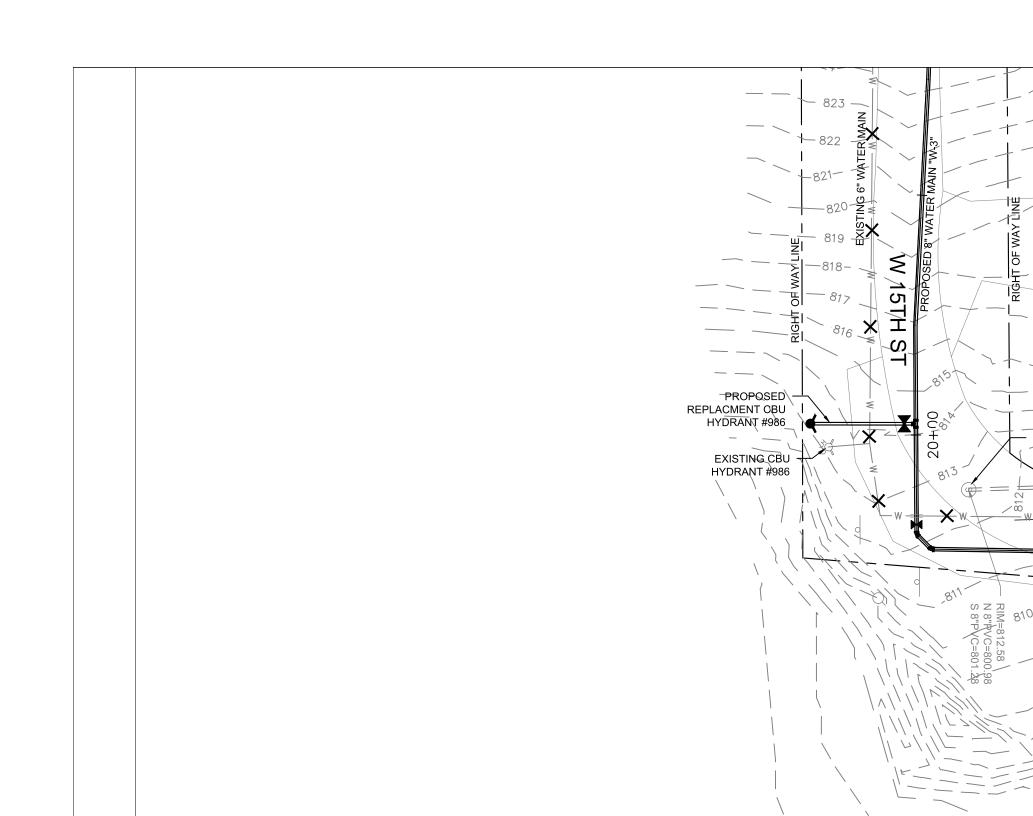


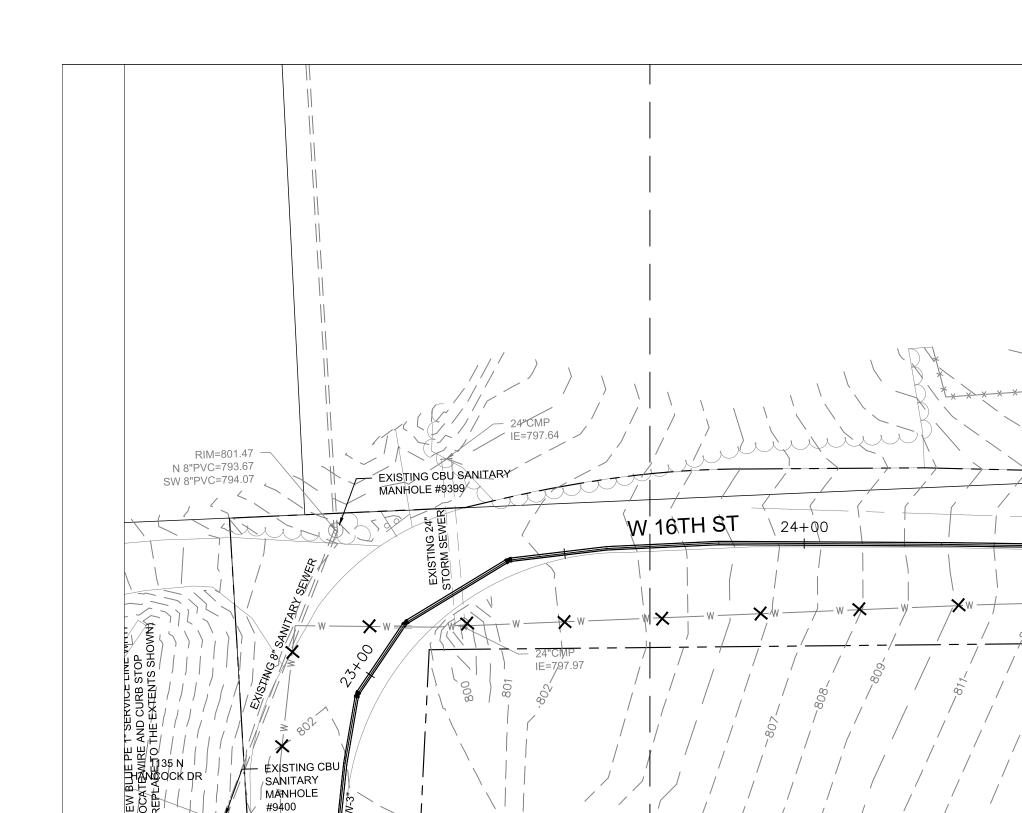


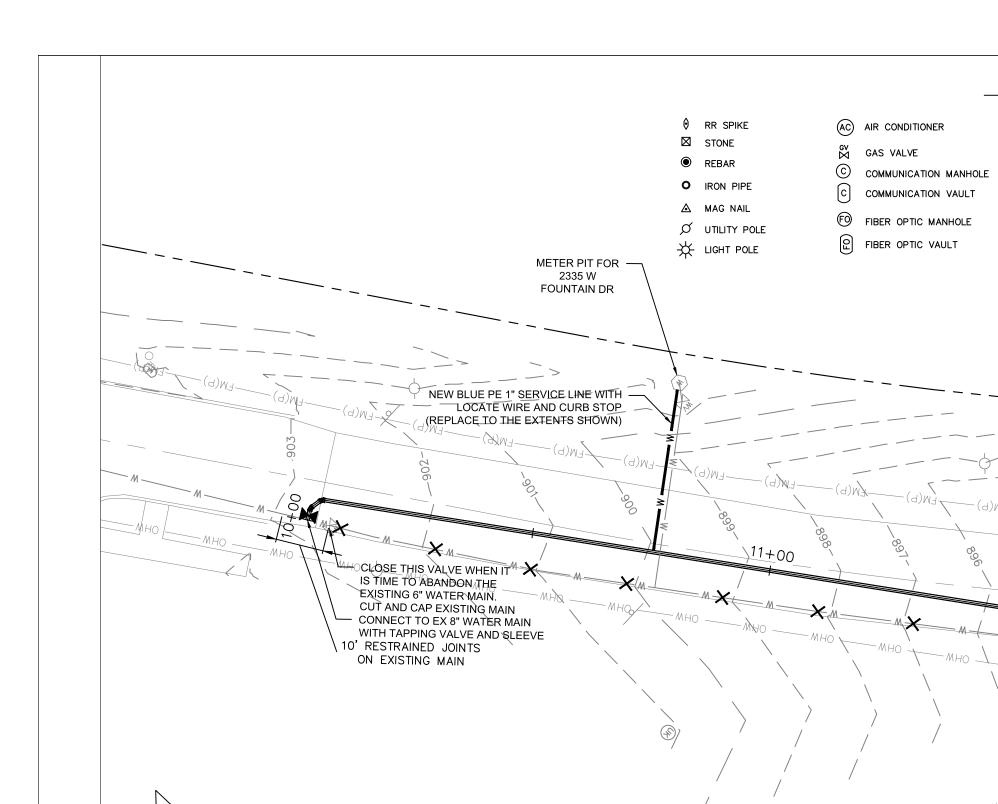


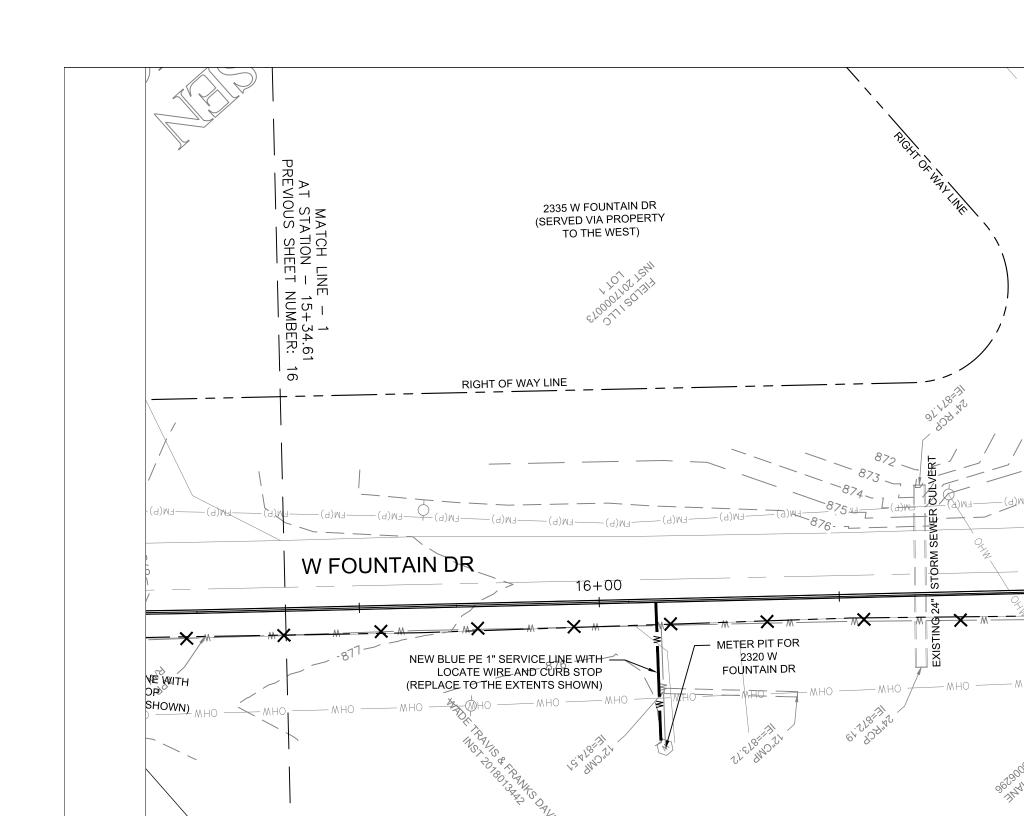


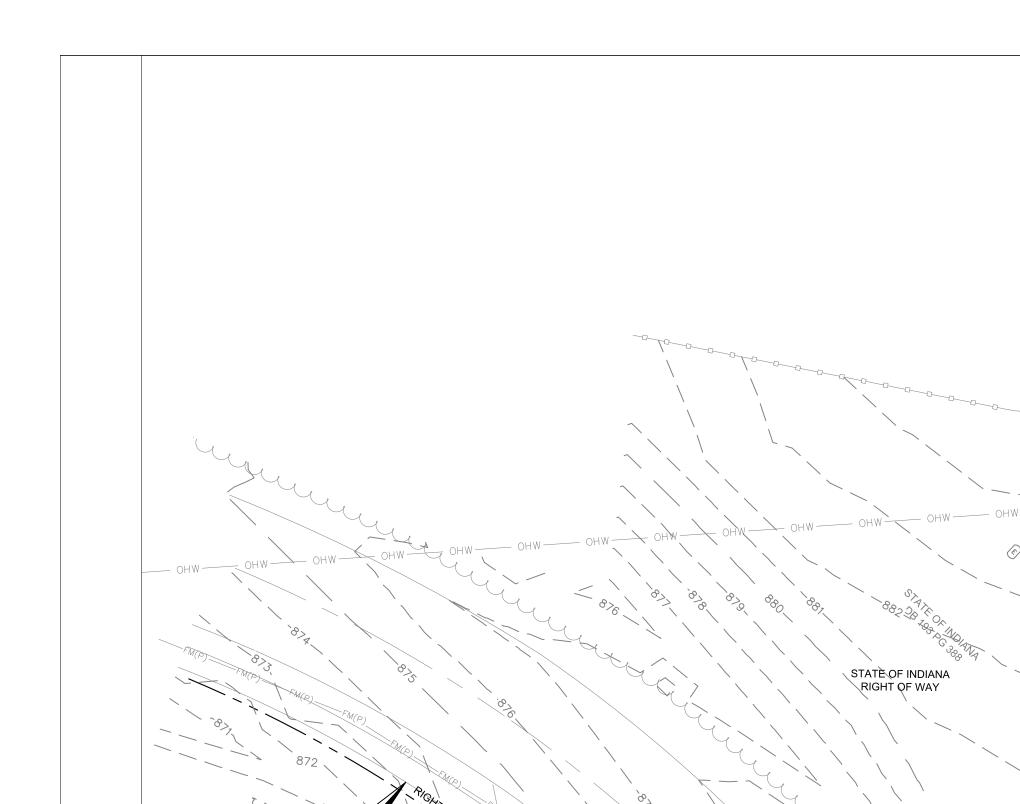


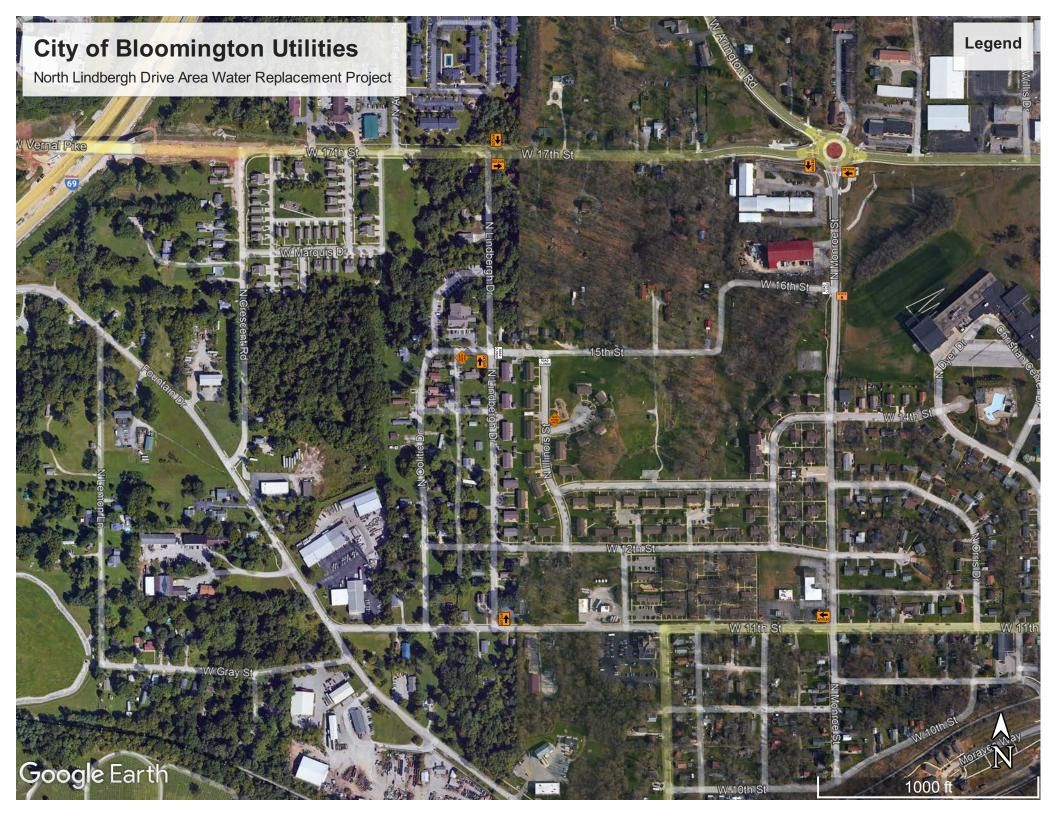


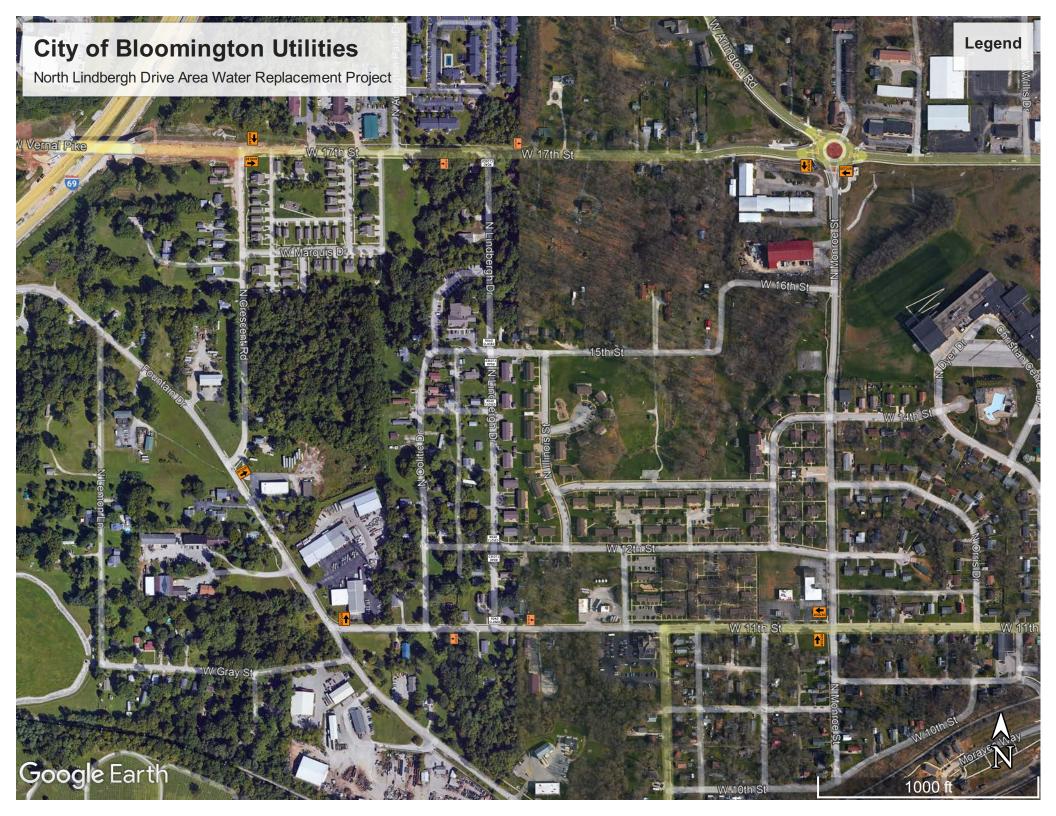














CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ADDRESS OF ROW ACTIVITY: N LINDBERGH DR/15TH ST/16TH ST

401 N Morton Street, Suite 130 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3913 Fax: (812) 349-3520 Email:

engineering@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION:	D. TRAFFIC CONTROL DEVICES*:		
APPLICANT NAME: Matthew Rollins	■ CONES □ ARROWBOARD		
E-MAIL: matthew@reedandsonsonsconstruction.com	■ LIGHTED BARRELS ■ TYPE 3 BARRICADES		
COMPANY: Reed & Sons Construction, Inc.	□ FLAGGERS □ BPD OFFICER		
ADDRESS: 299 Moorman Rd	*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND		
CITY, STATE, ZIP: Bloomington, IN 47403	MAINTENANCE OF TRAFFIC (MOT)PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT		
24-HR EMERGENCY CONTACT NAME: Shannon Reed	site plan if needed or you can submit a separate sheet		
24-HR CONTACT PHONE #: (812) 320-7313	E. METERED PARKING SPACES NEEDED: DY		
INSURANCE #*: A34290903 COMPANY: Westbend	IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/		
BOND#*: IN 31952 COMPANY: Merchants	moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436		
st insurance $&$ bond must be on file with the city before permit will be issued	F. IS THIS A ■ CBU* □ COUNTY* □ IU* □ NP* PROJECT?		
SUBCONTRACTOR INFORMATION	PROJECT NAME: NORTH LINDBERGH DR AREA WATER REPLACMENET		
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)	PROJECT #:		
COMPANY NAME:	PROJECT MGR.: JANE FLEIG		
B. WORK DESCRIPTION:	PROJECT MGR. #:		
□ POD/DUMPSTER □ CRANE □ SCAFFOLDING ■ CONSTRUCTION USE*	*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY		
(EXPLAIN):	*IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY G. EXCAVATIONS:		
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	SQ FT OF PAVEMENT EXCAVATIONS: 23,400		
C. RIGHT OF WAY TO BE USED/CLOSED:	*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS		
STREET NAME 1: N Lindbergh Dr	SQ FT OF NON-PAVEMENT* EXCAVATIONS:		
1ST INTERSECTING STREET NAME: 11th Street	*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE		
2ND INTERSECTING STREET NAME: 17th Street	LINEAL FT OF BORE*:		
■ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS		
□ SIDEWALK* □ BIKE LANE □ OTHER	# OF POLE INSTALLATIONS/REMOVAL:		
TRANSIT STOP? ☐ Y ☐ N PARKING LANE(S)** ■ Y ☐ N **NON-METERED	SQ FT OF SIDEWALK RECONSTRUCTION*: *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED		
START DATE: # OF DAYS*: 42	SQ FT OF SIDEWALK NEW CONSTRUCTION*:		
	*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE		
STREET NAME 2: 15th Street	#RESIDENTIAL DRIVEWAY INSTALLATION:		
1ST INTERSECTING STREET NAME: N Lindbergh Dr	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,		
2ND INTERSECTING STREET NAME: N Monroe St	7 DAYS A WEEK CALL 811 OR 800-382-5544		
■ ROAD CLOSURE □ LANE CLOSURE 1 □ 2 □ 3 □	CALL 2 WORKING DAYS BEFORE YOU DIG.		
□ SIDEWALK* □ BIKE LANE □ OTHER	H. INDEMNIFICATION AGREEMENT:		
TRANSIT STOP? ■ Y □ N PARKING LANE(S)** □ Y ■ N **NON-METERED			
START DATE: # OF DAYS*: 36	The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to receive the control of		
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of		
	commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public		
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM	right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE		
STANDARD CLOSURE HOURS *NON-STANDARD CLOSURE HOURS REQUESTED CLOSURE HOURS: 7 AM AM - 3 PM PM	FOREGOING REPRESENTATIONS ARE TRUE.		
*non-standard hours may not be allowed near schools, on arterials, or other	PRINT NAME: R. Shango Beed		
circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance	SIGNATURE: RSC R		
(7AM to 9PM for pneumatic hammers)	DATE: 9.17.21		
For Administration Use Only (applicable to CLOSURE approval)			
Approved By: BPW City En	ngineer Director Date:		
Staff Representative: Phone#:	Date:		



Board of Public Works Staff Report

Project/Event: Request from Goodman Construction Co., Inc. for a

lane closure on N Walnut St from E 19th St to the

SR 45/46 Bypass

Staff Representative: Paul Kehrberg

Petitioner/Representative: Dayne Goodman

Date: September 28, 2021

Report: Goodman Construction Company, Inc. is requesting a lane closure on N Walnut St from approximately E 19th St to the SR 45/46 Bypass. The closure will be in front of the project at 1800 N Walnut St. They will be connecting to the existing storm sewer. The easternmost lane adjacent to their site will be closed from 9am to 3pm September 29 - October 1, 2021. Area residents and businesses have been notified of the lane closure.

Goodman Construction Co. Inc.
2597 W. Fountain Dr.
Bloomington, IN 47404
Tel. 812-822-0748
dayne@goodmanconstructionco.com
derrick@goodmanconstructionco.com



September 22nd, 2021

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

RE: Lane Closure for 1800 N Walnut project located in Bloomington, IN

Dear Board Members,

Goodman Construction Co. Inc. is needing to perform a storm sewer connection for the 1800 N Walnut project at the address of 1800 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure in front of site in the East Lane. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 3 feet for the storm tie in point. Also, this closure will help GCC to perform with better efficiency and safety for general public. Goodman Construction Co. Inc. is requesting the closure for the East Lane from September 29th, 2021 through October 1st, 2021.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure. Therefore, Goodman Construction respectfully request that the board of Public Works approves the restrictions referenced above from September 29th, 2021 through October 1st, 2021.

Thank you,

Dayne Goodman - 812-798-3260

Vager A. Gorb

Goodman Construction Co. Inc. 2597 W. Fountain Dr. Bloomington, IN 47404 Tel. 812-822-0748 dayne@goodmanconstructionco.com



September 22nd, 2021

RE: Lane closure for 1800 N project located at 1800 North Walnut Street, Bloomington, IN

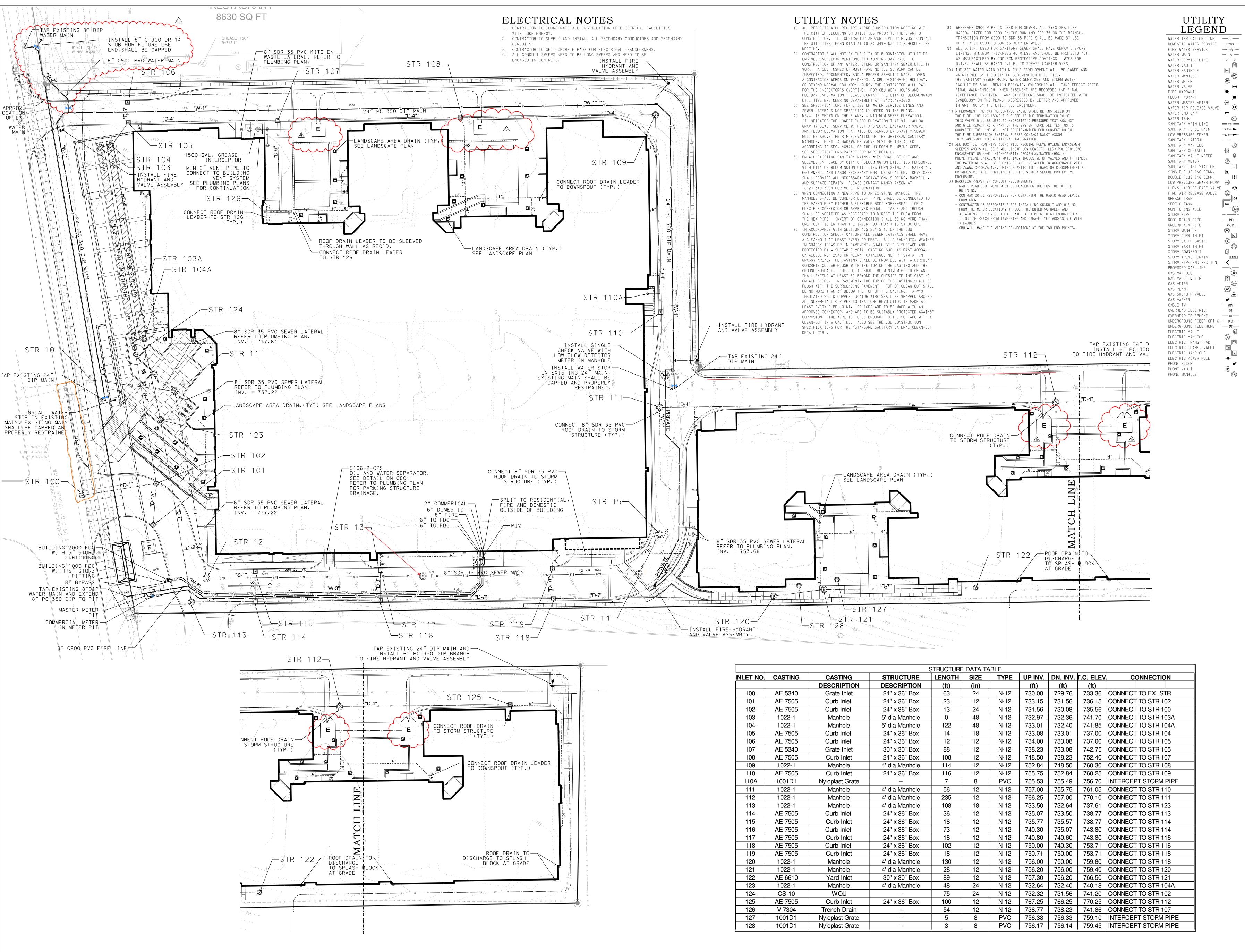
To Whom It May Concern,

Goodman Construction Co. Inc. is needing to perform a storm water connection for the 1800 N Walnut project at the address of 1800 N. Walnut, Bloomington, IN. Goodman Construction Co. Inc. is respectfully requesting a temporary lane closure for the East side lane of Walnut St. for pedestrian safety to the Board of Public Works on September 28th, 2021 at 5:30 pm. With this closure, it will also help with the safety of GCC personnel as we are on a busy street, we will be excavating in approximately 3 feet for the storm tie in point. Also, this closure we help GCC to perform with better efficiency. Goodman Construction Co. Inc. is requesting the closure of the East Lane of N Walnut for the dates of September 29th, 2021 through October 1st, 2021.

Goodman Construction Co. Inc. will coordinate with the City of Bloomington and City of Bloomington Utilities to ensure that this closure is well communicated, and all transit providers know about this closure on September 29^{th} , 2021 through October 1^{st} , 2021.

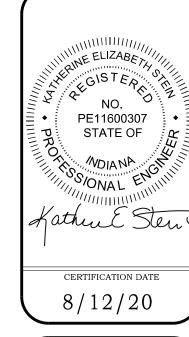
Thank you,

Dayne Goodman - 812-798-3260



C400_Utility Plan.sht 2/17/2021 9:07:10 AM

SCALE: 1"=20'

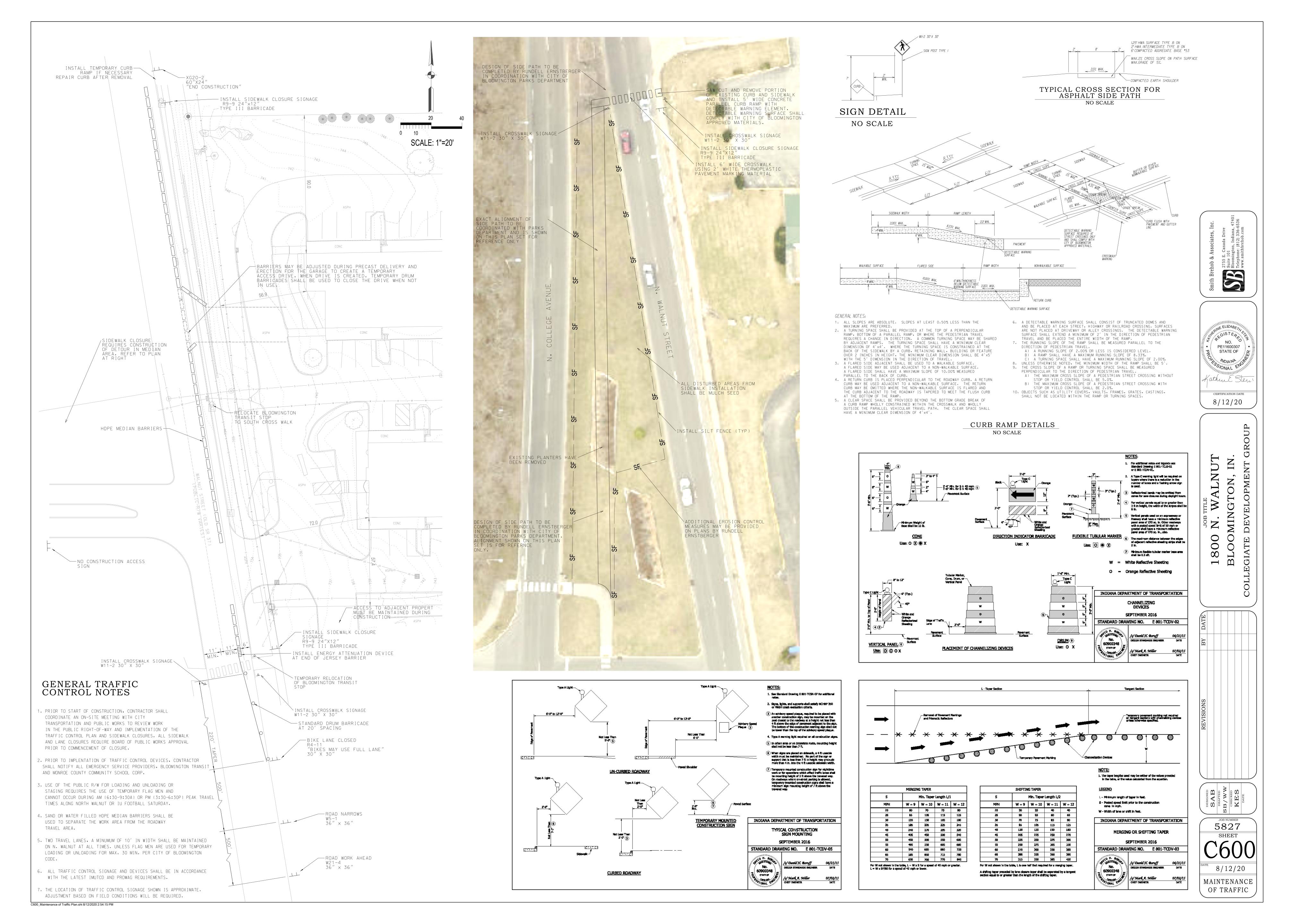


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8/12/20 UTILITY PLAN





FHWA Home | Feedback

Manual on Uniform Traffic Control Devices (MUTCD)



Back to Chapter 6H

2009 Edition Part 6 Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

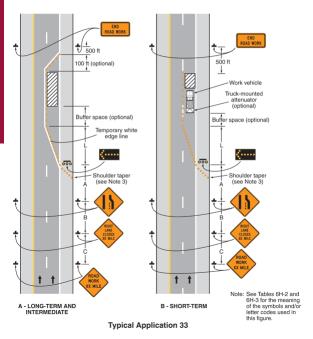


Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

This figure illustrates two examples of stationary lane closure on a divided highway. A legend under the figure states that this is Typical Application 33. A note states "See <u>Tables 6H-2</u> and <u>6H-3</u> for the meaning of the symbols and/or letter codes used in this figure."

This figure shows two vertical examples of the two northbound lanes of a four-lane divided highway. Upward-pointing black arrows in the lanes denote the direction of traffic. A shoulder is shown to the left and right of each example. The shoulders are shown separated from the right lanes by a solid white line and from the left lanes by a solid yellow line. The two lanes in each example are shown separated from each

The first example is identified at the bottom of the figure as "A - LONG-TERM AND INTERMEDIATE." At the bottom of the figure and to the outside of both the left and right shoulders, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX MILE" in black. Beyond the sign, at a dimensioned distance C, another sign is shown to the outside of both shoulders. It is shown as a diamond-shaped orange sign with a black border and the words "RIGHT LANE CLOSED XX MILE" in black. Beyond this sign, at a dimensioned distance B, another sign is shown to the outside of both shoulders. It shows a thick, vertical straight line on the left; a thick, vertical line on the right that angles toward the left half way up; and a thin, short vertical dotted line between them that is the length of the vertical section of the line on the right, denoting a lane ends. Beyond this sign, a series of orange squares, denoting channelizing devices, is shown beginning at the far right edge of the right shoulder and tapering to the left to the white line separating the shoulder from the right lane. A leader arrow to a note states "Shoulder taper (see Note 3)." At the end of the shoulder land rectangular black arrow panel with a yellow directional arrow pointing to the left is shown across the right shoulder. The arrow panel is shown at a dimensioned distance A from the lane ends symbol sign.

At this point, a series of channelizing devices is shown continuing to taper to the left to the broken white line for a dimensioned distance L. Just to the left of the devices for the length of the taper, a solid temporary white edge line is shown. The channelizing devices then are shown continuing straight along the broken white line through an undimensioned buffer space labeled optional. Just to the left of the channelizing devices, a temporary solid white edge line is shown on the pavement for the same distance. At the end of the buffer space, a vertical rectangle with black and white diagonal stripes is shown, denoting a work space. The channelizing devices are shown continuing along the left side of the work space adjacent to the temporary white edge line. Beyond the work space, the devices are shown beginning to taper to the right again and continuing to the solid white line separating the right lane from the shoulder for a dimensioned distance of 100 ft labeled optional. The temporary white edge line is shown just to the left of the devices as they continue past the work space and then taper to the right. Beyond the end of the taper at a dimensioned distance of 500 ft and to the outside of both shoulders, a horizontal rectangular orange sign with a black border is shown with the words "END ROAD WORK" in black.

The second example is identified at the bottom of the figure as "B - SHORT-TERM." At the bottom of the figure and to the outside of both the left and right shoulders, a black inverted "T" is shown denoting a sign. The sign is shown as a Road Work XX Mile sign. Beyond this sign, at a dimensioned distance C, another sign is shown to the outside of both shoulders. It is shown as a Right Lane Closed XX Mile sign, Beyond this sign, at a dimensioned distance B, another sign is shown to utside of both shoulders. The sign is shown as a lane ends symbol sign with the right lane tapering to the left. Beyond this sign, a series of channelizing devices is shown beginning at the far right edge of the right shoulder and tapering to the left to the white line separating the shoulder from the right lane. A leader arrow to a note states "Shoulder taper (see Note 3)." At the end of the shoulder taper, a horizontal rectangular black arrow panel with a yellow directional arrow pointing to the left is shown across the right shoulder. The arrow panel is shown as a dimensioned distance A from the lane ends symbol sign.

At this point, a series of channelizing devices is shown continuing to taper to the left to the broken white line for a dimensioned distance L. The channelizing devices then are shown continuing straight along the broken white line through an undimensioned buffer space applied optional. At the end of the buffer space, a work vehicle with a truck-mounted attenuator labeled optional is shown in advance of a work space. The channelizing devices are shown continuing and ending at the end of the work space, at a dimensioned distance of 500 ft, an End Road Work sign is shown to the outside of both shoulders.

Back to Chapter 6H

O FHWA

1 of 1 7/18/17, 9:13 AM



Board of Public Works Staff Report

Project/Event: Contract Service Agreement with IMS Infrastructure

Management Services

Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: September 28, 2021

This project will include an updated survey of pavement conditions, sidewalk & ramp conditions and a new survey of side path conditions. The work by IMS will be performed via field inspections and the use of Light Detection and Ranging (LIDAR) technology. These conditions assessments will encompass the entire street network within the City of Bloomington municipal boundaries. This is a joint funding project between Public Works, Street Division, Engineering Department and Planning & Transportation.

☑ IMS Infrastructure Management Services

\$ 234,580.00

City of Bloomington Contract and Purchase Justification Form

Vendor:

IMS Infrastructure Management

Services

Print/Type Name

Contract Amount: \$ 234,580.00

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)
	Request for Quote (RFQ) Request for Proposal (RFP) Sole Source Not Applicate (NA)
	Invitation to Bid (ITB) Request for Qualifications (RFQu) Emergency Purchase
2.	List the results of procurement process. Give further explanation where requested.
	# of Submittals: O Yes No Was the lowest cost selected? (If no, please state below why it was not.)
	Met city requirements? The depth and array of services (number & type of infrastructure, plus their related asset condition that must be field verified and recorded) needed
	by the City will require services above lowest cost option that is available.
	Was scoring grid used?
	Were vendor presentations requested?
3.	State why this vendor was selected to receive the award and contract:
	IMS has performed both objective pavement and related transportation infrastructure condition data collection services for municipal government agencies across the United States. IMS collects this data in accordance with established U.S. Army Corps of Engineers geospatial data technology protocols. In addition, the deliver all data in recognized industry standard formats, such as Excel, Access and Geodatabases.
	IMS is fully compatible with the City's current asset management software system, Lucity powered by CentralSquare. IMS is able to perform a complete data upload into the City's Lucity software system with all ass condition data that is collected as part of any project. This capability represents a tremendous cost and time savings for the City, which otherwise would have to find a separate, qualified provider, to perform this critical task
	IMS comes with good recommendations from other city governments nationwide (via inquiry posts and follow-ups form the International Cit/County Management Association's listserv) and Lucity/CentralSquare.
/	
6	Who Wasa ADAM WASON DIRECTOR PUBLIC WORK

Print/Type Title

Department



To: Joe VanDeventer, Director of Street Operations Date: September 24, 2021

From: Jeff Myers, M.S.A., Client Services Manager Project: Pavement, Sidewalk,

and Ramp Condition

Assessment

Subject: Project Scope of Work **Project No**:

Thank you for selecting IMS to conduct the network wide pavement data collection assignment. IMS is proposing to utilize our Laser Road Surface Tester for the acquisition of pavement condition and imagery along with LiDAR testing for sidewalk and ramps.

Proposed Project Budget:

The detailed budget presented below is based upon the IMS work plan and deliverables.

Task	Activity	Quant	Units	Unit Rate	Total
	Project Initiation				
1	Project Initiation	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	344	T-Mi	\$12.00	\$4,128.00
3	Network Inventory Checks & Survey Map Development	344	LS	\$10.00	\$3,440.00
	Field Surveys				
4	RST Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection - Pavements	344	T-Mi	\$100.00	\$34,400.00
	Data Management				
6	Data QA/QC, Processing, Format, & Supply (Excel; Shapefile; KML)	344	T-Mi	\$22.00	\$7,568.00
7	Provision of Digital Images at 15-foot Intervals (Per View)	344	T-Mi	\$15.00	\$5,160.00
8	Pavement Analysis, Budget Development, & Final Report	1	LS	\$7,000.00	\$7,000.00
9	Project Management	1	LS	\$4,739.00	\$4,739.00
	Supplemental Activities				
10	Side Paths (Data Collection and Condition Data Delivery)	29	T-Mi	\$122.00	\$3,538.00
11	Lucity Data Load	1	LS	\$8,200.00	\$8,200.00
	Sidewalk (ROW) and ADA Ramp (LiDAR) Development)				
12	Project Initiation & Set Up	1	LS	\$3,000.00	\$3,000.00
13	Network Referencing, Linework Development, & NOMAD Setup	344	Linear-Mi	\$15.00	\$5,160.00
14	Right-of-Way Asset Data Collection (GPS & ROW Imagery)	344	T-Mi	\$10.00	\$3,440.00
	a. Sidewalk & Obstructions ROW Database	344	T-Mi	\$50.00	\$17,200.00
15	LiDAR Truck Mobilization for Ramps	1	LS	\$3,000.00	\$3,000.00
16	LiDAR Data Collection for Pedestrian Curb Ramps/Sidewalks (max 300 miles)	1	Linear-Mi	\$63,640.00	\$63,640.00
17	QA/QC and Geodatabase Development	1	Linear-Mi	\$10,320.00	\$10,320.00
18	LiDAR Ramp Extraction Processing	1	Linear-Mi	\$25,800.00	\$25,800.00
19	LiDAR Sidewalk Cross-Slope Processing (one/segment)	1	Linear-Mi	\$13,760.00	\$13,760.00
20	Project Management (Sidewalk and Ramp)	1	LS	\$5,087.00	\$5,087.00

\$234,580.00

Project Total:



Detailed Scope:

GIS / Network Inventory

Scope Details:

- Project Initiation
 - Confirm scope, extent, and content of surveys, set milestones, and confirm deliverables.
 - Confirm key contacts, roles and responsibilities, and project documentation.
 - Confirm communication cadence, including regular updates with details and narrative around progress and any expected delays.
 - Provide periodic progress reports on milestones and changes in anticipated schedule.
 - Identify location of key data elements such as traffic data, GIS, existing roadway inventories, and pavement management data.
 - Identify deficient data and the means to obtain it.
 - Confirm phases of the work and invoicing methodology.
- Network Referencing & GIS Linkage
 - Gather existing centerline topology, as well as Lucity Stret and Comm databases for data collection preparation.
 - Obtain/confirm roadway attributes from GIS for functional class, traffic (if available), width, length, pavement type, etc. If not available, devise plan to obtain them.
 - Review existing segmentation, recommend updates. Review and audit the City's roadway inventory (PMS/GIS linkage, functional class, surface type, length, width, and number of lanes).
 - Split, combine, or add new sections as necessary.
 - Ensure each segment is linked to its appropriate parent GIS section.
 - Develop field survey maps and detailed network inventory for use by the RST and client review.

Deliverable Details:

Completed survey map approved by the City.

Pavement Assessment

Scope Details:

- Data Collection
 - Mobilize LCMS-2 RST testing equipment to project.
 - Demonstrate the equipment to City personnel.
 - Calibrate equipment.
 - Complete single lane testing on all residential roadways, and two-lane testing (outside lanes) on all collector, arterial, and divided roadways.



- Collect data for approximately 344 test miles of roadway and 29 miles of drivable bike paths, based upon single pass testing of all residential roadways and double pass testing of all arterial and collector roadways.
- Collect modified ASTM D6433 distresses and attributes delivered in block-to-block segmentation basis.
- Survey all residential roads with one pass, while surveying all arterial and collector roads in two passes.
- Provision of Digital Images
 - Process one view of digital video at 15-20 ft intervals.
 - Deliver images as a personal geodatabase
- Data Processing and QC
 - Develop exceptions report for lengths that do not match GIS within 15% or 50 ft.
 - For each data stream (surface distress, roughness, GPS), aggregate and process the data at the segment level.
 - Develop individual index scores for surface distress, and roughness as appropriate.
 - Develop a pavement condition index for each section.
 - Produce shape files of the processed data.
 - Complete quality review of data.

Deliverable Details:

- External hard drive with personal geodatabase and archive of images collected from the network. Images provided at 15–20-foot intervals. One of the following image views will be provided (Left Front: LF; Right Front: RF; Rear Downward: DW; Left Rear: LR), to the City's preference.
- Client Review Spreadsheet with segment level data and visual summarization for Client review.

Pavement Data Load and GIS Sync – Lucity

Scope Details:

- Format and load City road inventory, segmentation, and distress data into Lucity Stret and Comm databases.
- Linkage to custom geodatabase for use with the City's GIS products.
- Necessary data conversions to load to Lucity.

Deliverable Details:

- Lucity Stret and Comm databases ready for final import into production database.

Pavement Analysis, Budget Development and Results

Scope Details:

- Develop deterioration models for pavement analysis load
- Review PCI thresholds, cost of deferment, strength index's (if available), functional classification and all other weighted criteria.
- Program critical set points and maintenance activities.
- Present status and PCI report in excel format for review.
- Budget driven analysis, including fix-all analysis and budget.



- Steady State, do nothing, unlimited, plus 50%, minus 50% developed.
- Budget driven analysis (\$/yr estimate)
- Integrate City capital plans and "must do's" (\$ to hit set PCI and backlog target).

Deliverable Details:

- Draft analysis with up to seven budget models
- Lucity operating parameters and configuration

Final Pavement Management Report

Scope Details:

- After reviewing the analysis and finalizing the results, begin assembling a comprehensive report.
- The report shall include a summary of the network value, pavement condition, rehabilitation & maintenance treatments, budget scenarios, PCI definitions, analysis operating parameters, and the results of the survey.
- The written report shall be supplemented with appendix's that contain segment level data.
- Deliver draft report to City and incorporate any modifications to the analysis or reporting methodology.

Deliverable Details:

- Delivery of formal final report in City of Bloomington designated format.

Sidewalk and Pedestrian Curb Ramp Assessment

Scope Details:

- Extract sidewalk right-of-way assets from imagery.
- See attached Master Asset List (MAL) for details related to sidewalk attributes collected.
- Add linework for all existing sidewalks and missing sidewalks.
- Collect LiDAR data on all sidewalk miles
- Cross-slope measurements will be taken via LiDAR point cloud at a rate of once per block-toblock segment. Measurements will occur at least 20 ft from intersection.
- Ramp measurements taken via 3D point cloud. See attached spreadsheet for details on which measurements taken per ramp.
- Raw point cloud data will be processed and prepared for extraction.
- Relevant attributes as listed in the attached spreadsheet will be extracted from point cloud and converted to tabular data format.
- Sidewalk condition attribute will be visually rated with the understanding that these ratings apply only to overall condition, and not to ADA compliance.
- QA/QC process will be performed at various stages of the collection, processing, and extraction process.



Deliverable Details:

- Excel spreadsheet with all ramp and sidewalk data by segment and Ramp ID.
- Geodatabase with asset attributes and relevant linework
- Ramp and sidewalk data added to Lucity database as Miscellaneous assets within the City's Street subsegment inventory. For each subsegment, sidewalk length and number of ramps added.

Thank you for your interest and confidence in Infrastructure Management Services as your pavement and asset management specialists. We will strive to be an asset and extension of the City of Bloomington staff and team. If any questions arise, please do not hesitate to contact me at (417) 372-7021 or impers@imsanalysis.com.

Regards,

IMS Infrastructure Management Services

Jeff Myers, M.S.A.,

Central Region Manager of Client Services

City of Bloomington Pavement Assessment Project Right-of-Way Asset Attribute Scope September 24, 2021 IMS Infrastructure Management Services, LLC

Feature Dataset Name: Sidewalks
Feature Class Name: Feature Type: Sidewalks
Field Name line

line Data Type

		Default Value	Unique Value	Domain	Definition
OBJECTID	Object ID	No	Yes		Internal ESRI field
ASSET_ID	Text-10	No	Yes		A generated, unique ID assigned to all features. This feature beings with anSWK prefix.
GISID	Number	No	No		Unique Value of street on which the feature resides
COMMENTS	Text- 2S0	No	No		Open field for feature comments
PHOTO_HYPERLINK	String, 250	No	Yes		TheURL link to photo associated with asset.
STREET	Text-SO	No	No		Name of street in which feature resides
MATERIAL	Text-SO	Concrete	No	Concrete, Aspha It , Pave rs/Brick, Other	Material of feature
WIDTH	Text-SO	Standard	No	Narrow, Standard, Wide, Commercial	Width of the sidewalk
CONDITION	Text - SO	Good	No	New, Good , Fair, Poor, No Sidewalk	Ph ysica I condition rating of the feature
CROSS_SLOPE	Text-SO	No Cross-Slope	No	Severe (>8%), Moderate (>2%-8%), No Side w alk , No Cross-Slope	Once-per-segment measurement of cross-slope of sidewalk.

Feature Dataset Name: Feature Class Name: Feature Type: Field Name

Ramp Ramp Point Data Type

		Default Value	Unique Value	Domain	Definition
OBJECTID	Object ID	No	Yes		nternal ESRI field
ASSET_ID	Text -10	No	Yes		A generated, unique ID assigned to all features. This feature beings with anSWK prefix.
GISID	Number	No	No		Unique Value of street on which the feature resides
COMMENTS	Text-250	No	No		Open field for feature comments
PHOTO_HYPERLINK	String, 250	No	Yes		The URL link to photo associated with asset.
STREET	Text-SO	No	No		Name of street in which feature resides
MATERIAL	Text-SO	Concrete	No	Concrete, Asphalt, Metal, Wood, Other	Material of feature
TYPE	Text - SO		No	Diagonal, Perpendicular , Other	Ramp orientation to crosswalk or street
PLACEMENT	Text-SO		No	Corner, Median/I sland , Mid-Block ,Other	Ramp placement
LANDING	Text-SO		No	Yes, No	Accessible route to the ramp opening
VISUAL_FACILITY	Text - SO		No	Truncated Domes, Texture , Other	Visual impairment and detectable warning facility available on the ramp
VISUAL_FACILITY_COND	Text-SO		No	Good, Fair, Poor , Can 't Verify	Condition of visual impairment and detectable warning facility on the ramp
CONDITION	Text-SO	Good	No	New, Good, Fair , Poor, Can't Verify, Under Construction, No Survey, Ramp Needed	Ph ysical co ndition rating of the feature
OBSTRUCTION_TYPE	Text - SO	None	No	Guy Wire, Pole, Utility Box, etc	Type of obstruction to path of travel for ramp.
OBSTRUCTION_SEVERITY	Text-SO	None	No	Moderate, Severe, None	Severi ty of obstruction to path of travel for ramp.
RAMP FORMAT	Text-SO		No	Ramp Only, Ramp With Flare and Landing , Ramp With Flare , Ramp Wit h Landing	Format of ramp and presence of flares.
RUNNING_SLOPE	Text - SO		No	0 (No ramp - ramp required), 1 (0.0 - 8.333, 2 (>8.333 -12. S), 3 (>12.5)	% slope on running slope of the ramp.
CROSS_SLOPE	Text-SO		No	0 (No ramp - ramp required), 1 (0 .0 - 2 .0), 2 (2.1-4.0), 3 (>4.0)	% slope on cross-slope of the ram p.
RUN_WIDTH	Text-SO		No	0 (No ramp - ramp required), 1 (<36), 2 (36 -42) , 3 (>42 -48) , 4 (>48)	Width of running slope in inches.
LANDING_LENGTH	Text - SO		No	0 (No ramp - ramp required), 1 (<36), 2 (36 -<48), 3 (>= 48)	Length of landing in inches.
LANDING_ WID TH	Text-SO		No	0 (No ramp - ramp required), 1 (<36), 2 (36 - <48), 3 (>=48)	Width of landing in inches.
LANDING_RUNNING_SLOPE	Text-SO		No	0 (No ramp - ramp required), 1 (0 .0 - 2 .0), 2 (2.1 -4 .0), 3 (>4.0)	Running slope of landing in %.
LANDING_CROSS_SLOPE	Text - SO		No	0 (No ramp-ramp required), 1 (0.0-2.0), 2 (2.1-4.0), 3 (>4.0)	Cross-slope slope of landing in %.
L_R_FLARE_SLOPES	Text-SO		No	0 (No flare- not compliant), 1 (0.0 -10 .0), 2 (>10), 3 (No flare- compliant)	Slopes of rele vant flares in %.
RAMP_AREA	Text-SO		No	No ramp - ramp recuired, Small (0 - 50), Moderate (SO -100) , Large (100 - 250), Extra Large (>250)	Area of ramp in square feet.

CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING WIETHOU

Check the box for the purchasing method this request applies to

Y OF BLOOMINGTON	Auction Purchase Licensing Agreement	Equipment Compatibility Governmental Discount	GSA Special F Single/Sole S		nse to RFQ/ITB y Operations
	Email this Reques	t Form to Jeff Underw	ood: underwoj	@bloomington.in.	gov
1) Request D	ate <u>9/20/21</u>	· · · · · · · · · · · · · · · · · · ·			
2) Requestor Departme Telephone	nt Public	Wason Works na@bloomington.in.gov			
Recomme	ended Vendor <u>IMS</u>	or Purchase \$ <u>234,</u> 5 - Infrastructure Manag 53990), \$10,000 (101-1	ement Services		\$22,58C
4) Enter item		sset Management d dewalke)	ata collection	services (stree	ts &
Detail Justification documents.	on that Validates S	Special Purchasing	Method. Plec	ase attach any s	upporting
services for Municipestablished US Arn	oal Government agen ny Corps of Engineers	nent and related transplacies across the United s geospatial data technuch as Excel, Access a	l States. IMS co nology protocols	ollects this data in s. In addition, they	accordance with
Describe the pro	duct or service the	e vendor will provid	e and explair	n why this meets	the special
purchasing met	nod checked abo	ve.			
to perform a complete project. This capability	e data upload ino the Cit	asset management softwa y's Lucity software syster ous cost and time saving tical task.	m with all asset co	ondition data that is	collected as part of the
City personnel from P	ublic Works Admin and	letermine this purch Street Division met with I asset management soluti	MS on several oc	casions to discuss C	city expectations for
Describe why thi	s vendor and solut	ion was chosen.			
IMS comes with good International City/Cod	d recommendations fro unty Management Asso	m other city governmen ociation's listserv) and L	ts nationwide (vi ucity/CentralSqւ	a inquiry posts and lare.	follow-ups from the
		•		IEWED artindale-Long at 11:	16 am, Sep 21, 2021
Approved By:			1		
Jeffrey H Unde	Digitally signed by Jeffrr DN: cn=Jeffrey H Under ou=Controller, email=ur c=US. Date: 2021.09.23 16:00:4	wood, o=City of Bloomington, nderwoj@bloomington.in.gov,	Man	Wasa	9.20.2

Jeffrey H. Underwood

Date

Department Head

Date

Description - ROW/LIDAR	Ol	PTION A
Street Segments		
Project Initiation	\$	3,000.00
Network Referencing & GIS Linkage	\$	4,128.00
Network Inventory Checks & Survey Map Development Field Surveys	\$	3,440.00
RST Mobilization/Calibration	\$	3,000.00
RST Field Data Collection - Pavements (Segments) Data Management	\$	34,400.00
Data QA/QC, Processing, Format & Supply (Excel, Shapefile, KML)	\$	7,568.00
Provision of Digital Images at 15-foot Intervals (Per View)	\$ \$	5,160.00
Pavement Analysis, Budget Development & Final Report	\$	7,000.00
Project Management	\$	4,739.00
Supplement ROW/LIDAR		
Project Initiation & Set Up	\$	3,000.00
Network Referencing, Linework Development & NOMAD Setup Field Surveys	\$	5,160.00
ROW Asset Data Collection (GPS & ROW Imagery)	\$	3,440.00
Sidewalk and Obstructions Database Development	\$	17,200.00
LIDAR Truck Mobilization for Ramps	\$	3,000.00
LIDAR Data Collection for Pedestrian Curb Ramp/Sidewalks Data Management	\$	63,640.00
QA/QC and Geodatabase Development	\$	10,320.00
LIDAR Ramp Extraction Processing	\$	25,800.00
LIDAR Sidewalk Cross-Slope Processing (One/Segment)	\$	13,760.00
Project Management	\$	5,087.00
Sidepaths	\$	3,538.00
Lucity Load	\$	8,200.00
TOTAL ROW/LIDAR	\$	234,580.00

In this option, sidewalks are collected from the images taken in the LCMS-2 vehicle just as in Option A. A separate LiDAR vehicle is mobilized for ramp information and ramp information is derived from the LiDAR point cloud. This allows for a more three dimensional look, and slope measurements can be taken for all ramp points. The weakness is slope information for the sidewalks. LiDAR is driven from the street, and cannot see through obstructions (e.g. parked cars). We can deliver a slope measurement per sidewalk segment, but cannot deliver a continous slope measurement.

Description - SST/LIDAR	OI	PTION B
Street Segments		
Project Initiation	\$	3,000.00
Network Referencing & GIS Linkage	\$	4,128.00
Network Inventory Checks & Survey Map Development	\$	3,440.00
Field Surveys		
RST Mobilization/Calibration	\$	3,000.00
RST Field Data Collection - Pavements (Segments)	\$	34,400.00
Data Management		
Data QA/QC, Processing, Format & Supply (Excel, Shapefile, KML)	\$	7,568.00
Provision of Digital Images at 15-foot Intervals (Per View)	\$	5,160.00
Pavement Analysis, Budget Development & Final Report	\$ \$	7,000.00
Project Management	\$	4,739.00
Supplement SST/LIDAR		
Project Initiation & Set Up	\$	3,000.00
Network Referencing, Linework Develeopment & NOMAD Setup	\$	5,900.00
Field Surveys		
SST Mobilization /Calibration/Set up (2)	\$	6,000.00
LIDAR Truck Mobilzation for Ramps	\$	3,000.00
Sidewalk Surface Tester (SST) Sidewalk Data Collection	\$	103,840.00
LIDAR Data Collection for Pedestrian Curb Ramps	\$	43,660.00
Data Management		
Sidewalk & Pedestrian Curb Ramp Linework & Geodatabase Development	\$	12,980.00
QA/QC (Sidewalk Data)	\$	7,080.00
Process & Deliver SST HD Video	\$ \$	4,720.00
LIDAR Ramp Extraction Processing	\$	17,700.00
LIDAR Cross-Slope Processing	\$	15,340.00
Sidewalk Analysis & Rehab Prioritization Plan	\$	12,000.00
Project Management	\$	14,114.00
Sidepaths	\$	3,538.00
Lucity Load	\$	8,200.00
TOTAL SST/LiDAR	\$	333,507.00

In this option, ramp data is collected as in option B. Sidewalk information is collected via a mobile quad vehicle that drives on the sidewalks. A trained operator logs every defect and takes slope measurements. The data is summarized and delivered as a per defect score for each defect. One problem with this approach is the necessity of precise and accurate sidewalk linework. The SST operator will only drive the sidewalks that are mapped! Many time, we have to perform a sidewalk ROW database to obtain an accurate and up to date sidewalk inventory.

AGREEMENT BETWEEN CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AND IMS INFRASTRUCTURE MANAGEMENT SERVICES

This Agreement, entered into on this <u>28th</u> day of September, 2021, by and between the City of Bloomington Department of Public Works (the "Department"), and IMS Infrastructure Management Services. ("Contractor").

- Article 1. Scope of Services After receiving a Notice to Proceed, Contractor shall perform repair and maintenance services of the following types: scope of work includes an updated survey of pavement conditions, sidewalk & ramp conditions, and sidepath conditions. The work will be performed via field inspections and the use of Light Detection and Ranging (LIDAR) technology. These condition assessments will encompass the entire street network within the City of Bloomington boundaries. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.
- Article 2. <u>Standard of Care</u> Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.
- 4. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Thirty-Four Thousand, Five Hundred Eighty Dollars (\$234,580.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to <u>publicworks@bloomington.in.gov</u> or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses**
- **Article 5.** <u>Appropriation of Funds</u> Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

- **Article 6.** Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.
- Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.
- Article 8. <u>Identity of the Contractor</u> Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.
- Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
- Article 10. <u>Independent Contractor Status</u> During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- **Article 11.** <u>Indemnification</u> Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").
- Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Infrastructure Management Services, Attn: Derek Turner, 8380 S Kyrene Rd, Tempe, Arizona 85284

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

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

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

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

<u>CITY OF BLOOMINGTON</u>	IMS INFRASTRUCTURE MANAGEMENT SERVICES
Philippa M. Guthrie, Corporation Counsel	Derek Turner, CEO
CITY OF BLOOMINGTON PUBLIC WORKS	
Adam Wason, Director	
Dana Henke, President, Board of Public Works	

EXHIBIT AE-VERIFY AFFIDAVIT

STATI	E OF INDIANA))SS:		
COUN	TTY OF	_)ss:)		
		AFF	IDAVIT	
	The undersigned, bein	g duly sworn, hereby	affirms and says	that:
1.	The undersigned is the	;	of	(company name)
2				(company name)
2.	The company named h			th the City of Bloomington to provide
		es; OR	S	,
				rvices to the City of Bloomington.
3.				vledge and belief, the company named 'as defined at 8 United States Code
	1324a(h)(3).		,	
4.	The undersigned herb enrolled in and partici			belief, the company named herein is
			_	
Signati	ure			
Printed	l Name		_	
STATI	E OF INDIANA)		
COUN	TTY OF	_)ss:)		
			1 64-4-	
and ac	knowledged the execution	and for said County on of the foregoing the	and State, personation is day of	ally appeared, 20
	S	2 2		
Natara	Dullia Duinta I Nama		Natary Dula	lin's Cinnature
notary	Public Printed Name		notary Publ	lic's Signature
Му Со	ommission Expires:		County of R	Residence:
My Co	ommission #:			
,	•			

EXHIBIT B

STATE OF INDIANA)	aa	
COUNTY OF)	SS:	
	NON-COLLUSION AFFIDA	AVIT
member, representative, or agent entered into any combination, coll-	of the firm, company, corpora usion or agreement with any pe on from making an offer nor to	th, says that he has not, nor has any other ation or partnership represented by him, rson relative to the price to be offered by induce anyone to refrain from making an er.
I affirm under the penaltie to the best of my knowledge and b		ON acts and information are true and correct
Dated this day of	of	, 20
	By:	RE MANAGEMENT SERVICES
STATE OF INDIANA) COUNTY OF)	SS:	
Before me, a Notary Public in and and acknowledged the execution o	for said County and State, person of the foregoing this day of	sonally appeared, 20
Notary Public Printed Name	Notary F	Public's Signature
My Commission Expires:	County of	of Residence:
My Commission #:		



Board of Public Works Staff Report

Project/Event: Window Restoration and Repair at John Waldron Arts Center

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: 9/28/21

Window sash repair and restoration was identified to be included with upgrades to the John Waldron Arts Center. Four vendors were solicited for bids. Architectural Restorations, Monon Sash Co., Historic Window Renovation, and Vintage Window Restoration. Two companies, Monon Sash Co. and Historic Window Renovation, declined to visit the site to look at the project. The other two Companies, Architectural Restorations and Vintage Window Restoration, visited the site. The only bid received was from Vintage Window Restoration. Architectural Restorations was unsure if they could meet the timeline for the project due to previously scheduled work. Vintage Window Restoration, LP submitted a bid of \$99,855.98. This is to restore 70 windows and the transom over the front entrance of the building.

Respectfully submitted,

JD Foulf

J. D. Boruff

Operations and Facilities Director

Public Works Department

Print Reset Form

City of Bloomington Contract and Purchase Justification Form

Vendor: Vintage Window Restoration, Contract Amount: \$99,855.98

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 INFORMATI	ON	
1.	Check the box beside the procure applicable)	ement method used to initiate this	procurement: (Attach a quote or	bid tabulation if
	Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
	Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	— (NA)
2.	List the results of procurement	process. Give further explanation v	where requested.	Yes No
	# of Submittals:	Yes No	Was the lowest cost selected? (If no, please state below why it was not.)	
	Met city requirements? Met item or need requirements? Was an evaluation team used? Was scoring grid used? Were vendor presentations request		Only one bidder was responsive Restoration, LLC). We determin pricing was reasonable.	
3.	State why this vendor was select	ed to receive the award and contra	act:	
	and Vintage Window Restoration to visit the site to look at the pro- Restoration, visited the site. The	bids. Architectural Restorations, Non. Two companies, Monon Sashoject. The other two Companies, Ale only bid received was from Vintally could meet the timeline for the p	Co. and Historic Window Renov Architectural Restorations and V age Window Restoration. Archite	ation, declined intage Window ectural
	J. D. Boruff	Facilities Directo	or Public	Works
	Print/Type Name	Print/Type Title	<u>D</u> epai	tment

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

VINTAGE WINDOW RESTORATION, LP

FOR

RESTORATION AND REPAIR OF WINDOWS AT JOHN WALDRON ARTS CENTER

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Vintage Window Restorations, LP**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- **2.01** CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- 2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- **3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- 3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Ninety-Nine Thousand, Eight Hundred Fifty-Five Dollars and Ninety-Eight Cents (\$99,855.98).** CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

- <u>3.03</u> The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- <u>3.04</u> CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- <u>3.05</u> For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- <u>3.06</u> <u>Engineer</u> The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

- **4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.
- 4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.
- A.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

- **5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.
- **5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.
- **5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.
- **5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

- **5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.
- **5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

- 5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - 1. This Agreement and its Attachments.
 - 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
 - 3. All Addenda to the Quote Documents.
 - 4. The Invitation to Quoters.
 - 5. The Instructions to Quoters.
 - 6. The Special Conditions.
 - 7. All plans as provided for the work that is to be completed.
 - 8. The Supplementary Conditions.
 - 9. The General Conditions.
 - 10. The Specifications.
 - 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
 - 12. CONTRACTOR'S submittals.
 - 13. The Performance Bond and the Payment Bond.
 - 14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

- **5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
- **5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.
- <u>S.06</u> <u>Necessary Documentation</u> CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.
- <u>5.07</u> <u>Applicable Laws</u> CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

- **5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.
- **5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.
- **5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.
- <u>5.10</u> <u>Safety</u>. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.
- **5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached

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

5.11 Amendments/Changes

- 5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.
- 5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
- 5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
- 5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

- **5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
- **5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.
- **5.12.03** Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.
- **5.12.04** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.
- <u>5.13</u> <u>Payment of Subcontractors</u> CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.
- **5.13.01** The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.
- <u>5.14</u> <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

City of Bloomington	Vintage Window Restoration
Attn: J. D. Boruff, Facilities Director	Attn: Alfonso Jimenez
P.O. Box 100 Suite 120	9090 Driftwood Court
Bloomington, Indiana 47402	McCordsville, Indiana 46055

- <u>5.15</u> <u>Severability and Waiver</u> In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.
- <u>5.16</u> <u>Notice to Proceed</u> CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

- **5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.
- **5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 <u>Verification of Employees' Immigration Status</u>

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreemen	t have hereunto set their hands.	
DATE:	-	
City of Bloomington Bloomington Board of Public Works	Vintage Window Restoration, LP	
BY:	BY:	
Dana Henke, President	Alfonso Jimenez, Owner	
Beth H. Hollingsworth, Member		
Kylal Cox Deckard, Member		
John Hamilton, Mayor of Bloomington	_	

ATTACHMENT 'A'

"SCOPE OF WORK"

RESTORATION AND REPAIR OF WINDOWS AT JOHN WALDRON ARTS CENTER

This project shall include, but is not limited to:

- 1. The removal, repair or restoration, painting, and re-installation of window sashes. The Window sizes are as follows:
 - 15 Double Hung and Transom Windows 36"X40"
 - 4 Double Hung and Transom Windows 40"X40"
 - 4 Double Hung and Transom Windows 36"X44"
 - 7 Double Hung Window 30"X36"
 - 3 Double Hung Window 30"X24"
 - 9 Double Hung Window 36"X36"
 - 5 Double Hung Window 32"X36"
 - 10 Double Hung Window 36"X54"
 - 2 Double Hung Window 20"X32"
 - 2 Double Hung Window 42"X54"
 - 3 Double Hung Window 24"X24"
 - 2 Double Hung Window 20"X16"
 - 4 Double Hung Window 42"X32"
- 2. Refurbishment of Front door Transom.
- 3. Paint will be provided by the City, all other materials will be provided by Contractor.

ATTACHMENT 'B'

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

STATE	OF INDIANA)) SS:				
COUN	TY OF)				
			AFFIDAVIT			
The ur	ndersigned, being duly sworr	n, hereby affirms an	d says that:			
1.	The undersigned is the				of	
	(job title)					
					_·	
2.	The undersigned is duly a		any name) ull authority to	execute this Qu	oter's Affidavit.	
3. 4.	 3. The company named herein that employs the undersigned: i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR ii. is a subcontractor on a contract to provide services to the City of Bloomington. 4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as 					
	successful Quoter (Contra his/her Subcontractors) s 29 C.F.R. 1926, Subpart P United States Departmen	nctor) all trench exca hall be accomplished including all subsect	avation done w d in strict adhe	thin his/her con ence with OSH	ntrol (by his/her own for A trench safety standard	rces or by ds contained in
5.	5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.					
6.	The Quoter acknowledge Amount of Quote Prices a summarized below*:					
	Trench Safety Measure	Units of	Unit Cost	Unit	Extended Cost	7
		Measure		Quantity		
A.				•		-
В.						1
C.						1
D.						1
				Total	\$	1
Metho	od of Compliance (Specify) _					
<u> </u>				Date:		, 20
Signat	ure					
Printe	d Name					

STATE OF INDIANA)		
) SS:		
COUNTY OF)		
Before me, a Not	tary Public in and for	said County and State, personally appeared	
		and acknowledged the execution of the foregoing this	day
of	, 20		
My Commission Expires: _			
		Signature of Notary Public	
County of Residence:			
		Printed Name of Notary Public	
*0	/ \ ·c		
*Quoters: Add ext	ra sheet(s), if needed	•	

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE (OF INDIANA))SS:			
COUNT	Y OF)			
		E-VERIFY AFF	IDAVIT	
	The undersigned, being duly swo	rn, hereby affirms and s	says that:	
1.	The undersigned is the			
2.		(job title)	(company name)	
۷.		with or seeking to cont	ract with the City of Bloomington to vide services to the City of Bloomingt	
3.			er knowledge and belief, the compan	•
4.		at, to the best of his/her	ed at 8 United States Code 1324a(h)(3 belief, the company named herein i	
Signatu	re			
Printed	Name			
STATE (OF INDIANA))SS:			
COUNT	Y OF)			
	Before me, a Notary Public in and	d for said County and St	ate, personally appeared	and
acknow	rledged the execution of the forego	oing this day of _	, 20	
My Con	nmission Expires:		tary Public's Signature	
County	of Residence:			
•			nted Name of Notary Public	
Commis	ssion Number			

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the pe my knowledge and belief.	nalties of perjury that	the foregoing facts and information are to	rue and correct to the best of
Dated this	day of	, 20	
	(Name	of Organization)	
	Ву:		_
	(Name	and Title of Person Signing)	_
STATE OF INDIANA)		
COUNTY OF) SS:)		
Subscribed and swor	n to before me this	day of, 20	
My Commission Expires:		Notary Public Signature	_
Resident of C	ounty	 Printed Name	_
Commission Number		rinited ivallie	



Board of Public Works Claim Register

Invoice Date Range 09/15/21 - 10/01/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Gary & Darla Hodge	01-refund adoption fee/rabbies vac-canine-9/17/21		10/01/2021	55.00
Grace Richter	01-refund adoption fee/rabbies vac-canine- 9/16/21		10/01/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoid Transaction		\$130.00
Account 43460 - Medical				
Gary & Darla Hodge	01-refund adoption fee/rabbies vac-canine-9/17/21		10/01/2021	30.00
Grace Richter	01-refund adoption fee/rabbies vac-canine- 9/16/21		10/01/2021	15.00
	Account 43460 - Medical Totals	Invoid Transaction		\$45.00
Account 52110 - Office Supplies		Transaction		
6530 - Office Depot, INC	01-dry erase markers		10/01/2021	10.26
	Account 52110 - Office Supplies Totals	Invoid Transaction		\$10.26
Account 52210 - Institutional Supplies		Transaction		
313 - Fastenal Company	01-bleach-8/25/21		10/01/2021	34.29
313 - Fastenal Company	01-laundry detergent-8/30/21		10/01/2021	156.44
313 - Fastenal Company	01-trash liners-8/25/21		10/01/2021	85.10
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-9/10/21		10/01/2021	83.16



Board of Public Works Claim Register

Invoice Date Range 09/15/21 - 10/01/21

			10/01/21
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-9/10/21	10/01/2021	190.08
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-9/10/21	10/01/2021	298.12
3929 - IDEXX Laboratories, INC	01-FIV/FeLV combo tests	10/01/2021	725.62
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-9/14/21	10/01/2021	249.50
4549 - Kroger Limited Partnership I	01-rabbit food-kale, spinach, parsley-9/9/21	10/01/2021	5.75
4633 - Midwest Veterinary Supply, INC	01-allergy meds-8/30/21	10/01/2021	13.07
4633 - Midwest Veterinary Supply, INC	01-allergy meds-9/2/21	10/01/2021	16.64
4633 - Midwest Veterinary Supply, INC	01-pain meds-Carprieve Caplets 25mg 180ct-8/31/21	10/01/2021	47.08
4633 - Midwest Veterinary Supply, INC	01-milk replacer, syringes, needles-9/2/21	10/01/2021	67.40
4633 - Midwest Veterinary Supply, INC	01-syringes-9/2/21	10/01/2021	80.40
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-9/2/21	10/01/2021	136.64
4633 - Midwest Veterinary Supply, INC	01-antibiotics, pain meds, supportive therapy-8/30/21	10/01/2021	241.64
4633 - Midwest Veterinary Supply, INC	01-ISO gowns-9/2/21	10/01/2021	195.08
6530 - Office Depot, INC	01-2 can openers	10/01/2021	21.98
6530 - Office Depot, INC	01-trash liners	10/01/2021	25.69
4666 - Zoetis, INC	01-ringworm diagnostics	10/01/2021	113.18
4666 - Zoetis, INC	01-canine vaccines-Vanguard Plus 5	10/01/2021	498.00
	Account 52210 - Institutional Supplies Totals	Invoice 21 Transactions	\$3,284.86
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hose repair-connect, hose, spray nozzle	10/01/2021	31.95



	Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$31.95
Account 53130 - Medical		Transactions	
50771 - Bloomington Veterinary Medicine, PC	01-vet visit and medication-8/31/21	10/01/2021	49.76
	Account 53130 - Medical Totals	Invoice 1 Transactions	\$49.76
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	219.06
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$219.06
Account 53220 - Postage			
205 - City Of Bloomington	01-PC reimb-USPS-certified mail-8/23/21	10/01/2021	14.00
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/14/21	10/01/2021	22.82
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/8/21	10/01/2021	37.82
	Account 53220 - Postage Totals	Invoice 3 Transactions	\$74.64
Account 53510 - Electrical Services		Hunsuctions	
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2010-23 10/01/2021	1,878.27
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$1,878.27
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-August 2021	09/15/2021	629.94
	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$629.94
Account 53540 - Natural Gas		Transactions	
222 - Vectren	01-ACC-gas bill 8/3-9/2/21	09/15/2021	220.71



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	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$220.71
Account 53990 - Other Services and Charges			
60 - Monroe County Solid Waste Management District	01-sharps disposal-9/1/21	10/01/2021	72.00
Acc	ount 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$72.00
	Program 010000 - Main Totals	Invoice 36 Transactions	\$6,646.45
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
175 - Monroe County Humane Association, INC	01-x-ray bloodwork, biopsy-8/31/21	10/01/2021	595.12
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-vet visit bandage change-9/9/21	10/01/2021	21.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, mass removal-9/13 & 9/14/21	10/01/2021	1,440.32
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, biopsy, enucleation- 9/1 & 9/7/21	10/01/2021	1,465.55
	Account 53130 - Medical Totals	Invoice 4 Transactions	\$3,521.99
	Program 010001 - Donations Over \$5K Totals	Invoice 4 Transactions	\$3,521.99
	Department 01 - Animal Shelter Totals	Invoice 40 Transactions	\$10,168.44
Department 02 - Public Works			
Program 020000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	02 Leafing Pilot Supplies Leaf Bags	10/01/2021	278.40
394 - Kleindorfer Hardware & Variety	02-Rubbing Brick	10/01/2021	13.49
7865 - Leaf Easy Industries, INC	02-Leaf Chute Leaf Pilot Supplies	10/01/2021	745.00



Invoice Date Range 09/15/21 - 10/01/21

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	Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$1,036.89
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	41.78
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.78
Account 53990 - Other Services and Charges		Hallsactions	
52226 - Hoosier Transfer Station-3140	02-1910 W 3rd City Property Cleanup	10/01/2021	884.64
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$884.64
	Program 020000 - Main Totals	Invoice 5 Transactions	\$1,963.31
	Department 02 - Public Works Totals	Invoice 5 Transactions	\$1,963.31
Department 03 - City Clerk		Hallsactions	
Program 030000 - Main			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	03-Signature stamp Clerk	10/01/2021	61.90
5819 - Synchrony Bank	03-Clerk Cassette Tape Converter	10/01/2021	27.99
	Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$89.89
	Program 030000 - Main Totals	Invoice 2 Transactions	\$89.89
	Department 03 - City Clerk Totals	Invoice 2 Transactions	\$89.89
Department 04 - Economic & Sustainable Dev			

Program **040000 - Main**

Account 53910 - Dues and Subscriptions



53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	10/01/2021	18.32
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$18.32
Account 53970 - Mayor's Promotion of Business			
6714 - Dimension Mill, INC	04-2021 Crossroads Sponsorship	10/01/2021	1,000.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1 Transactions	\$1,000.00
Account 53990 - Other Services and Charges			
5936 - Emily Wilson Gillespie	04-Repair and Repainting of Bryan Park Playground Gate	10/01/2021	300.00
6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	10/01/2021	285.00
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$585.00
	Program 040000 - Main Totals	Invoice 4	\$1,603.32
Program 04RCVR - Recover Foward		Transactions	
Account 53960 - Grants			
208 - City Of Bloomington Utilities	04-Waldron-122 S. Walnut-water/sewer bill August 2021	09/15/2021	47.49
223 - Duke Energy	04-120 S. Walnut-Waldron-elec chgs 8/2- 8/31/21	09/15/2021	1,202.51
222 - Vectren	04-Waldron-120 S. Walnut-gas bill 8/2-9/1/21	09/15/2021	46.00
7815 - A&M Graphics (Baugh Fine Print and Mailing)	04-BGHIP Program Inserts for August Water Bills	10/01/2021	854.00
7474 - Tecta America Corp (B & L Sheet Metal & Roofing) 04-Roof Repair Work for the Waldron	10/01/2021	1,949.95
	Account 53960 - Grants Totals	Invoice 5 Transactions	\$4,099.95
	Program 04RCVR - Recover Foward Totals	Invoice 5 Transactions	\$4,099.95
	Department 04 - Economic & Sustainable Dev Totals	Invoice 9 Transactions	\$5,703.27



Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	06-Logitech Wireless Solar Keyboard K750 (Gilliland)	10/01/2021	54.99
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$54.99
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	06- Advertising For Add App 21-01	10/01/2021	34.50
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$34.50
Account 53730 - Machinery and Equipment Rental			
371 - Pitney Bowes, INC	06-Mail Meter Rental 2021	10/01/2021	120.00
Ac	count 53730 - Machinery and Equipment Rental Totals	Invoice 1 Transactions	\$120.00
Account 53990 - Other Services and Charges			
5444 - Tyler Technologies, INC	06-Energov Community Development Software	10/01/2021	3,325.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$3,325.00
	Program 060000 - Main Totals	Invoice 4 Transactions	\$3,534.49
	Department 06 - Controller's Office Totals	Invoice 4 Transactions	\$3,534.49
Department 07 - Engineering			
Program 070000 - Main			
Account 54310 - Improvements Other Than Buildin	ng		
18844 - First Financial Bank, N.A.	07-17th & Dunn Intersection Imp (BC-2021-28-CN)-5/26-8/9/21	10/01/2021	14,182.33



18844 - First Financial Bank, N.A.	07-17th & Dunn Intersection Imp-BC-2021-28- CN-8/10-9/2/21-App 2		10/01/2021	40,100.99
5149 - E&B Paving, INC	20-CCMG Proj2020-1 College Mall Rd DES 2001435-App 2	BC 2020-46	10/01/2021	43,410.38
Acc	ount 54310 - Improvements Other Than Building Totals	Invoid Transaction		\$97,693.70
	Program 070000 - Main Totals	Invoid Transaction		\$97,693.70
	Department 07 - Engineering Totals	Invoid Transaction		\$97,693.70
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-Office Supplies - paper, sticky notes, pens, labelss		10/01/2021	177.04
6530 - Office Depot, INC	09-Office Supplies - toner		10/01/2021	39.99
	Account 52110 - Office Supplies Totals	Invoid Transaction		\$217.03
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-Amazonwater coolers for departmental events		10/01/2021	59.90
	Account 52420 - Other Supplies Totals	Invoid Transaction		\$59.90
	Program 090000 - Main Totals	Invoid Transaction		\$276.93
	Department 09 - CFRD Totals	Invoid Transaction		\$276.93
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
50587 - Barnes & Thornburg LLP	10-general municipal advice-7/13/21		10/01/2021	695.00



50587 - Barnes & Thornburg LLP	10-Bloomington Hospital reuse project-services-7/13/21	10/01/2021	428.00
19660 - Bose McKinney & Evans, LLP	10-2021 Annexation Proceedings-8/2-8/31/21	10/01/2021	23,413.00
3515 - Dentons Bingham Greenebaum LLP	10-Telecommunications-services 6/9-7/22/21	10/01/2021	8,723.00
7869 - Dentons US LLP	10-federal advocacy & public policy advice-8/10/21	10/01/2021	5,000.00
7869 - Dentons US LLP	10-federal advocacy & public policy advice- 9/20/21	10/01/2021	5,000.00
	Account 53120 - Special Legal Services Totals	Invoice 6 Transactions	\$43,259.00
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-recording fees- 9/10/21	10/01/2021	25.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-recording fees- 9/09/21	10/01/2021	100.00
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$125.00
	Program 100000 - Main Totals	Invoice 8 Transactions	\$43,384.00
	Department 10 - Legal Totals	Invoice 8 Transactions	\$43,384.00
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287287430216X07192021	09/21/2021	114.48
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$114.48
	Program 110000 - Main Totals	Invoice 1 Transactions	\$114.48
	Department 11 - Mayor's Office Totals	Invoice 1 Transactions	\$114.48



Program 120000 - Main

Program **130000 - Main**

Account 43310 - Application Fee

RealAmerica Development, LLC

Board of Public Works Claim Register

Invoice Date Range 09/15/21 - 10/01/21

10/01/2021

Invoice 1 Transactions 2,000.00

\$2,000.00

Account 52110 - Office Supplies			
6530 - Office Depot, INC	12-binder clips, folders, notepads, push pins	10/01/2021	26.28
6530 - Office Depot, INC	12- folders	10/01/2021	25.78
Account 53320 - Advertising	Account 52110 - Office Supplies Totals	Invoice 2 Transactions	\$52.06
6891 - Gatehouse Media Indiana Holdings	12-Job Ads \$297.97	10/01/2021	297.97
Account 53990 - Other Services and Charges	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$297.97
5819 - Synchrony Bank	12-books	10/01/2021	217.93
5819 - Synchrony Bank	12-books	10/01/2021	8.99
5819 - Synchrony Bank	12-books	10/01/2021	13.46
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$240.38
	Program 120000 - Main Totals	Invoice 6 Transactions	\$590.41
Department 13 - Planning	Department 12 - Human Resources Totals	Invoice 6 Transactions	\$590.41

13-refund PC filing fee-Case #SP-21-21-1730

Account **43310 - Application Fee** Totals

S. Walnut-fee waiver



Account 52430	- Uniforms	and Tools
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5819 - Synchrony Bank	13 - Air Quality Sensor	10/01/2021	199.00
, , , , , ,	Account 52430 - Uniforms and Tools Totals	, ,	\$199.00
Account 53230 - Travel		Halisactions	
2675 - Scott Robinson	13-APA ConfCO-per diem/airfare/car rental/pkg-9/7-9/10/21	10/01/2021	940.87
	Account 53230 - Travel Totals	Invoice 1 Transactions	\$940.87
Account 53310 - Printing		Transactions	
501 - Karl Clark (KC Designs)	13-2,000 #10 department envelopes	10/01/2021	165.00
	Account 53310 - Printing Totals	Invoice 1 Transactions	\$165.00
Account 54310 - Improvements Other Than Building			
19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 7/31-8/27/21	BC 2020-94 10/01/2021	44,488.93
Account 54	1310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$44,488.93
	Program 130000 - Main Totals		\$47,793.80
	Department 13 - Planning Totals	Invoice 5 Transactions	\$47,793.80
Department 19 - Facilities Maintenance		Halisactions	
Program 190000 - Main			
Account 52210 - Institutional Supplies			
6530 - Office Depot, INC	19-Disposable Face Masks for facilities use, INV# 2517866565	10/01/2021	99.90
5819 - Synchrony Bank	19- Disposable face masks (2000) Covid expense	10/01/2021	143.96
5819 - Synchrony Bank	19 water fountain filters for City Hall, Inv# 444538779478	10/01/2021	256.49



Invoice Date Range 09/15/21 - 10/01/21

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5819 - Synchrony Bank	19 - Disposable face masks	10/01/2021	79.60
5819 - Synchrony Bank	19 - Disposable n95 face masks	10/01/2021	79.74
	Account 52210 - Institutional Supplies Totals	Invoice 5 Transactions	\$659.69
Account 52310 - Building Materials and Supplies			
177 - Indiana Oxygen Company, INC	19-Cylinder Rental, Torch Supplies; Inv# 9753619	10/01/2021	38.44
395 - Kirby Risk Corp	19- Philips 30 Pk of light bulbs for City Hall	10/01/2021	155.40
395 - Kirby Risk Corp	19- Assortment of light bulbs for City Hall	10/01/2021	182.10
394 - Kleindorfer Hardware & Variety	19- Duck tape for City Hall; inv# 688485	10/01/2021	22.47
394 - Kleindorfer Hardware & Variety	19- supply lines, air deflector, super glue gel furnel	10/01/2021	168.65
5819 - Synchrony Bank	19 Hardex Blue Painter's Tape for City Hall use	10/01/2021	44.97
5819 - Synchrony Bank	19-Refund of Disposable Masks that never arrived	10/01/2021	(143.96)
5819 - Synchrony Bank	19-Return of 2" Fire Hose Nozzle	10/01/2021	(26.97)
Accou	nt 52310 - Building Materials and Supplies Totals	Invoice 8 Transactions	\$441.10
Account 52420 - Other Supplies		Halisactions	
6530 - Office Depot, INC	19-USB Drives for Facility Use	10/01/2021	25.98
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$25.98
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Facility Employees, Inv# 1825022877	BC 2009-52 10/01/2021	35.43
	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	\$35.43

Account **53140 - Exterminator Services**



51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control @ City Hall, Inv# 43509	BC 2020-84	10/01/2021	75.00
	Account 53140 - Exterminator Services Totals	s Invoid Transaction		\$75.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021		09/21/2021	167.12
	Account 53210 - Telephone Totals	s Invoid Transaction		\$167.12
Account 53510 - Electrical Services		Transaction		
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2010-23	10/01/2021	11,823.22
	Account 53510 - Electrical Services Totals	s Invoid Transaction		\$11,823.22
Account 53530 - Water and Sewer		Transaction	13	
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - August 2021		09/15/2021	995.11
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill- August 2021		09/15/2021	15.48
	Account 53530 - Water and Sewer Totals	s Invoid Transaction		\$1,010.59
Account 53610 - Building Repairs		Halisacuoi	15	
651 - Engraving & Stamp Center, INC	19- Magnetic Name Plate for Employee, Inv# 37987		10/01/2021	24.13
651 - Engraving & Stamp Center, INC	19- Magnetic Name Plate for Employee, Inv# 37911		10/01/2021	24.73
321 - Harrell Fish, INC (HFI)	19- Quarterly Maintenance at City Hall, INV# C009006	BC 2020-75	10/01/2021	1,968.00
321 - Harrell Fish, INC (HFI)	19-SA Merv 13 Filter Material Sale		10/01/2021	2,574.72
7402 - Nature's Way, INC	19- Plant Maintenance for City Hall for Sept 2021, Inv# 53871	BC 2021-43	10/01/2021	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for City Hall for August 2021, Inv-38819	BC 2020-102	10/01/2021	13,738.12
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services for Animal Care & Control;Inv# Inv-38817	BC 2020-102	10/01/2021	1,498.28



6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services for Street & Traffic; Inv# Inv-38824	BC 2020-102	10/01/2021	1,674.42
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Sanitation Garage; Inv# Inv-38823	BC 2020-102	10/01/2021	852.66
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Fleet Maint. Garage; Inv# Inv-38821	BC 2020-102	10/01/2021	1,091.20
	Account 53610 - Building Repairs Totals	Invoice Transactions		\$23,799.69
	Program 190000 - Main Totals	Invoice Transactions		\$38,037.82
	Department 19 - Facilities Maintenance Totals	Invoice Transactions		\$38,037.82
Department 28 - ITS		Transactions		
Program 280000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021		09/21/2021	577.00
1079 - AT&T	28-CH/off site fac-long distance chgs 09/09/2021-BAN #849494015		09/21/2021	140.81
	Account 53210 - Telephone Totals	Invoice Transactions		\$717.81
Account 53910 - Dues and Subscriptions		Transactions	,	
53442 - Paragon Micro, INC	28 - One Microsoft Power BI seat - Aug 30 2021		10/01/2021	9.16
5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours August 2021		10/01/2021	76.48
5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours July 2021		10/01/2021	76.54
	Account 53910 - Dues and Subscriptions Totals	Invoice Transactions		\$162.18
Account 54420 - Purchase of Equipment		Transactions	,	
6222 - Apple, INC	28-Apple airpods w/ charging case - Adam Wason		10/01/2021	159.00
53442 - Paragon Micro, INC	28 - 8 laptops, 8 cable locks, 8 bags for ITS training room		10/01/2021	20,991.76



Invoice Date Range 09/15/21 - 10/01/21

Transactions

5819 - Synchrony Bank	28 - HDMI 6 ft adapter cord	10/01/2021	7.89
5819 - Synchrony Bank	28 - Jabra wireless headset - Kathryn Scales	10/01/2021	135.90
5819 - Synchrony Bank	28 - Jabra wireless headset - Rob Council - HAND	10/01/2021	135.94
	Account 54420 - Purchase of Equipment Totals	Invoice 5 Transactions	\$21,430.49
	Program 280000 - Main Totals		\$22,310.48
	Department 28 - ITS Totals		\$22,310.48
	Fund 101 - General Fund (S0101) Totals		\$271,661.02
Fund 249 - Grants Non Approp		Transactions	
Department 06 - Controller's Office			
Program G19014 - IU Health Range Rd Recons	t		
Account 54510 - Other Capital Outlays			
5637 - Shrewsberry & Associates, LLC	07-Discovery Parkway (BC-2021-24-CE)-serv thru 7/31/21	BC 2021-24 10/01/2021	14,036.29
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$14,036.29
	Program G19014 - IU Health Range Rd Reconst Totals		\$14,036.29
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$14,036.29
Department 20 - Street		Transactions	
Program G20013 - 2020 Community Crx -Colle	ge Mall		
Account 53990 - Other Services and Charges			
5149 - E&B Paving, INC	20-CCMG Proj2020-1 College Mall Rd DES 2001435-App 2	BC 2020-46 10/01/2021	97,231.11
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$97,231.11



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Program G200	13 - 2020 Community Crx -College Mall Totals	Invoice 1 Transactions	\$97,231.11
	Department 20 - Street Totals	Invoice 1 Transactions	\$97,231.11
	Fund 249 - Grants Non Approp Totals	Invoice 2 Transactions	\$111,267.40
Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
6276 - Bloomington Meals on Wheels, INC	15-JH21 Grant-expenses thru August 2021	10/01/2021	1,755.00
7033 - Courage to Change Sober Living, INC	15-JH2021 Grant-drug testing kits	10/01/2021	1,048.95
7823 - dba The Persisterhood Wo Meader (The Persisterhood Workshop, INC)	15-JH21 Grant-claim reimbursement-cricut machine/displays	10/01/2021	511.96
232 - Monroe County United Ministries INC	15-JH21 Grant-Visibility Revamp Project-1st reimb.	10/01/2021	14,159.88
1266 - Planned Parenthood of Indiana and Kentucky, INC	15-JH Recover Forward expenses-5/1-7/30/21	10/01/2021	1,509.75
	Account 53960 - Grants Totals	Invoice 5 Transactions	\$18,985.54
	Program 050000 - Main Totals	Invoice 5 Transactions	\$18,985.54
	Department 05 - Common Council Totals	Invoice 5 Transactions	\$18,985.54
Fund 2	270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 5 Transactions	\$18,985.54

Fund **312 - Community Services**

Department 09 - CFRD

Program 090002 - Com Serv - MLK Comm

Account 53990 - Other Services and Charges



7096 - Institute for Democratic Ed & Culture (SpeakOut)	09-Black History 101 Mobile Museum-speaking Dr. Khalid el-Hakim	10/01/2021	6,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$6,500.00
	Program 090002 - Com Serv - MLK Comm Totals	Invoice 1	\$6,500.00
	-	Transactions	
Program 090014 - Latino Programs			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	09-Fiesta del Ontono-decorations-giant selfie	10/01/2021	14.84
	frame		
5819 - Synchrony Bank	09-Fiesta del Ontono-decorations-photo booth	10/01/2021	14.89
FO10 Cynchyspy Dank	door banner	10/01/2021	58.90
5819 - Synchrony Bank	09-Fiesta del Ontono-decorations-face paint, panels	10/01/2021	56.90
5819 - Synchrony Bank	09-Amazonmaracas for Fiesta del Ontono	10/01/2021	154.92
	Account 52420 - Other Supplies Totals	Invoice 4	\$243.55
		Transactions	
Account 53990 - Other Services and Charges			
536 - Chris Ramsey (KingSnake Sound Company)	09-Fiesta del Ontono-sound engineer for event- 9/18/21	10/01/2021	350.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$350.00
	•	Transactions	•
	Program 090014 - Latino Programs Totals	Invoice 5	\$593.55
		Transactions	
Program G20012 - 2020 Humanities			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	09-Books for CCA event	10/01/2021	219.80
	Account 52420 - Other Supplies Totals	Invoice 1	\$219.80
		Transactions	
	Program G20012 - 2020 Humanities Totals	Invoice 1	\$219.80
	Department 00 CERD Tatala	Transactions Invoice 7	ά7 212 2 Γ
	Department 09 - CFRD Totals	Transactions	\$7,313.35
		Tanaactions	



	Fund 312 - Community Services Totals	Invoice 7 Transactions	\$7,313.35
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
13482 - Northern Lights Locating & Inspection, INC	25 - After hours tickets August 2021	10/01/2021	125.00
13482 - Northern Lights Locating & Inspection, INC	25 - Line Locations Services - 2021	10/01/2021	4,969.00
Account 53170 -	Mgt. Fee, Consultants, and Workshops Totals	Invoice 2 Transactions	\$5,094.00
Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	25 - Line Locations Services - 2021	10/01/2021	7,189.00
Account 53640	- Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$7,189.00
Account 54450 - Equipment			
9523 - Freedom Business Solutions, LLC	25 - CapR HP LaserJet Enterprise M507dn for OOTC	10/01/2021	799.00
	Account 54450 - Equipment Totals	Invoice 1 Transactions	\$799.00
	Program 254000 - Infrastructure Totals	Invoice 4 Transactions	\$13,082.00
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-internet & TV-9/21- 10/20/21	09/21/2021	149.05
4170 - Comcast Cable Communications, INC	25-401 N Morton-Internet Services October 2021	10/01/2021	183.40
Acc	count 53150 - Communications Contract Totals	Invoice 2 Transactions	\$332.45



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	Program 256000 - Services Totals	Invoi Transactio		\$332.45
	Department 25 - Telecommunications Totals	Invoi Transactio		\$13,414.45
	Fund 401 - Non-Reverting Telecom (S1146) Totals			\$13,414.45
Fund 450 - Local Road and Street(S0706)		Transactio	IIS	
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Street Light Summary Electric bill-09/7/21	BC 2009-52	09/21/2021	36,238.83
223 - Duke Energy	02-Traffic Signal Summary electric bill-8/2-8/31/21	BC 2018-03	09/21/2021	3,329.69
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 8/3-9/1/21	BC 2019-74	09/21/2021	17.06
	Account 53520 - Street Lights / Traffic Signals Totals	Invoi Transactio		\$39,585.58
Account 54310 - Improvements Other Than Bui	lding			
5149 - E&B Paving, INC	20-CCMG Proj2020-1 College Mall Rd DES 2001435-App 2	BC 2020-46	10/01/2021	17,570.54
A	ccount 54310 - Improvements Other Than Building Totals	Invoi Transactio		\$17,570.54
	Program 200000 - Main Totals	Invoi Transactio		\$57,156.12
	Department 20 - Street Totals	Invoi Transactio		\$57,156.12
	Fund 450 - Local Road and Street(S0706) Totals	Invoi Transactio		\$57,156.12
Fund 451 - Motor Vehicle Highway(S0708)				

Program 200000 - Main

Department 20 - Street



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Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-safety supplies-safety glasses, gloves-5/14/21	10/01/2021	92.10
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, towels-8/17/21	10/01/2021	117.53
313 - Fastenal Company	20-safety supplies-gloves-8/17/21	10/01/2021	20.32
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, towels, paint-8/31/21	10/01/2021	104.06
313 - Fastenal Company	20-safety supplies-safety towels-8/25/21	10/01/2021	69.00
	Account 52210 - Institutional Supplies Totals	Invoice 5 Transactions	\$403.01
Account 52420 - Other Supplies		Hansacuons	
7225 - Arctic Glacier USA, INC	20-ice for crews-100 #7 bags-9/2/21	10/01/2021	217.00
409 - Black Lumber Co. INC	20-#456-New Loader-18" plastic funnel- 8/31/21	10/01/2021	2.49
409 - Black Lumber Co. INC	20-Traffic-paint, paint tray, roller frame, liner,handle-9/21/21	10/01/2021	50.89
409 - Black Lumber Co. INC	20-#4861-treated lumber-9/22/21	10/01/2021	79.90
409 - Black Lumber Co. INC	20-Paving-3/8" drive 6-point socket set- 9/22/21	10/01/2021	89.99
4574 - John Deere Financial (Rural King)	20-Railroad Tie Grade #2	10/01/2021	19.99
394 - Kleindorfer Hardware & Variety	20-shovel,	10/01/2021	39.98
394 - Kleindorfer Hardware & Variety	20-hex nuts	10/01/2021	5.00
394 - Kleindorfer Hardware & Variety	20-striping paint-blue	10/01/2021	22.76
394 - Kleindorfer Hardware & Variety	20-#4141-battery clip	10/01/2021	2.79
394 - Kleindorfer Hardware & Variety	20-wire cup brush	10/01/2021	23.49
786 - Richard's Small Engine, INC	20-T540XP Chainsaw & supplies for tree crew	10/01/2021	530.58



	Account 52420 - Other Supplies Totals	Invoice 12 Transactions	\$1,084.86
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles- September 2021	10/01/2021	2,321.25
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$2,321.25
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	167.12
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$167.12
Account 53250 - Pagers		Transactions	
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-October 2021	10/01/2021	87.26
	Account 53250 - Pagers Totals	Invoice 1 Transactions	\$87.26
Account 53510 - Electrical Services		Transactions	
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2018-03 10/01/2021	301.67
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$301.67
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-August 2021	09/15/2021	35.28
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-August 2021	09/15/2021	244.42
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill- August 2021	09/15/2021	92.40
	Account 53530 - Water and Sewer Totals	Invoice 3 Transactions	\$372.10
Account 53540 - Natural Gas			
222 - Vectren	20-Street Dept-gas bill 8/5-9/7/21	09/21/2021	18.53



222 - Vectren	20-Traffic Bldg-gas bill 8/5-9/7/21	09/21/2021	18.53
	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$37.06
Account 53610 - Building Repairs			
6645 - Southern Enterprises, INC (Servpro of MonroeCty)	20-Water Restoration at Traffic Building	10/01/2021	12,116.20
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$12,116.20
Account 53630 - Machinery and Equipment Repairs			
2974 - MacAllister Machinery Co, INC	20-Outside Repairs for Paving Machine	10/01/2021	1,180.04
19681 - Southeastern Equipment Co, INC	20-Milling machine equipment supplies	10/01/2021	3,516.02
Account 536	30 - Machinery and Equipment Repairs Totals	Invoice 2 Transactions	\$4,696.06
Account 53920 - Laundry and Other Sanitation Services		Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/8/21	BC 2009-52 10/01/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/8/21	10/01/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/15/21	BC 2009-52 10/01/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/15/21	10/01/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/22/21	BC 2009-52 10/01/2021	10.91
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/22/21	10/01/2021	34.28
Account 53920 -	Laundry and Other Sanitation Services Totals	Invoice 6	\$135.57
Account 53950 - Landfill		Transactions	
52226 - Hoosier Transfer Station-3140	20-Sweeper dump disposal fee-7/26/21	10/01/2021	2,499.44
	Account 53950 - Landfill Totals	Invoice 1 Transactions	\$2,499.44



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Account	53000	- Other	Services	and (Charges
Account	53990	- Otner	Services	ang (Lnarges

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-7 loads-August 2021	10/01/2021	154.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (902)-August 2021	10/01/2021	856.90
231 - IU Health OCC Health Services	20-A. Stillions-DS DOT 5Panel E Screen- 8/16/21	10/01/2021	47.00
	Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	\$1,057.90
	Program 200000 - Main Totals	Invoice 39 Transactions	\$25,279.50
	Department 20 - Street Totals	Invoice 39 Transactions	\$25,279.50
Fund 452 - Parking Facilities(S9502)	Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 39 Transactions	\$25,279.50
rana +32 ranking racinales(39302)			

Account 10002.3 - Petty Cash / Cash Change REI Cash Change

205 - City Of Bloomington	26-4th St Garage-pay station change fund	10/01/2021	1,810.00
	Account 10002.3 - Petty Cash / Cash Change REI Cash Change Totals	Invoice 1	\$1,810.00

Account **10002.3 - Petty Cash / Cash Change REI Cash Change** Totals Invoice 1
Transactions

Department 26 - Parking

Program 260000 - Main

Account 43160 - Lot/Garage Leases - Annual

Emily Aiken	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
Keegan Burns	26-4th St Garage-refund prepaid space-not needed	10/01/2021	36.00
Miranda Chaudion	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
Marrie Erickson	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
Lisa Hoover	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00



Jennifer Hudson	26-4th St Garage-refund prepaid space-not needed	10/01/2021	52.00
Jacob Pinson	26-4th St Garage-refund prepaid space-not needed	10/01/2021	104.00
ReMax	26-4th St Garage-refund prepaid pkg spaces- not needed	10/01/2021	150.00
Heather Teske	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
Amber Thomas	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
Ethan Van Gilsh	26-4th St Garage-refund prepaid space-not needed	10/01/2021	62.00
Julie Vonderschmidt	26-4th St Garage-refund prepaid space-not needed	10/01/2021	90.00
Carol Wellman	26-4th St Garage-refund prepaid space-not needed	10/01/2021	30.00
	Account 43160 - Lot/Garage Leases - Annual Totals	Invoice 13 Transactions	\$704.00
Account 52210 - Institutional Supplies			
9269 - Ferguson Facilities Supply, HP Products #3400	26-Garage Supplies -Cleaning Brooms, Towels, EtcInv#0349932	10/01/2021	1,682.50
	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	\$1,682.50
Account 52310 - Building Materials and Supplies			
9269 - Ferguson Facilities Supply, HP Products #3400	26-Bath Tissue, Window Cleaning Set for Walnut Garage	10/01/2021	49.03
9269 - Ferguson Facilities Supply, HP Products #3400	26-Window Cleaning Kit for Walnut Garage	10/01/2021	200.75
	20-Willdow Cleaning Kit for Walnut Garage	10/01/2021	200.75
394 - Kleindorfer Hardware & Variety	26-Trash can, Black gloves and Trash bags - Parking Facilities	10/01/2021	135.50
394 - Kleindorfer Hardware & Variety394 - Kleindorfer Hardware & Variety	26-Trash can, Black gloves and Trash bags -		
·	26-Trash can, Black gloves and Trash bags - Parking Facilities 26-Mop Handle, Bucket and Mop Head for	10/01/2021	135.50
394 - Kleindorfer Hardware & Variety	26-Trash can, Black gloves and Trash bags - Parking Facilities 26-Mop Handle, Bucket and Mop Head for Parking Facilities 26-(2) Brooms, dust pan upright and trash can	10/01/2021	135.50 81.47



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394 - Kleindorfer Hardware & Variety	26- 4Graffiti remover, (4)Stainless cleaner softsoap spray paint	10/01/2021	85.99
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)		10/01/2021	65.89
4443 - The Sherwin Williams Company	26-Paint for Garages	10/01/2021	52.87
	Account 52310 - Building Materials and Supplies Totals	Invoice 10 Transactions	\$744.83
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	13.93
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$13.93
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2018-03 10/01/2021	2,299.68
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$2,299.68
Account 53530 - Water and Sewer		Hansactions	
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-August 2021	09/15/2021	50.72
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th-water/sewer bill-August 2021	09/15/2021	123.75
	Account 53530 - Water and Sewer Totals	Invoice 2 Transactions	\$174.47
Account 53540 - Natural Gas			
222 - Vectren	26-Trades Garage-489 W. 10th-gas bill 8/2- 9/1/21	09/15/2021	46.00
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$46.00
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	26-Quarterly Billing Fire Alarm @ 4th St Parking Garage	BC 2021-70 10/01/2021	150.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	19-SA 4th Street Garage Signs	BC 2021-71 10/01/2021	131.78



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	Account 53610 - Building Repairs Totals	Invoice 2 Transactions	\$281.78
Account 53650 - Other Repair	s		
3397 - Evens Time, INC	26-Morton Street Garage Gate repair	10/01/2021	445.99
	Account 53650 - Other Repairs Totals	Invoice 1 Transactions	\$445.99
	Program 260000 - Main Totals	Invoice 32 Transactions	\$6,393.18
	Department 26 - Parking Totals	Invoice 32 Transactions	\$6,393.18
	Fund 452 - Parking Facilities(S9502) Totals	Invoice 33 Transactions	\$8,203.18
Fund 454 - Alternative Trans	port(S6301)		
Department 02 - Public Works			
Program 020000 - Main			
Account 43170.0001 - Reside	ntial Neighborhood Permits Zone # 1		
Maya Wasserman	26-refund-Sorority House pkg permit Z1202129943-reached quota	10/01/2021	109.00
	Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals	Invoice 1 Transactions	\$109.00
Account 43170.0004 - Reside	ntial Neighborhood Permits Zone # 4		
Madi Kummer	26-refund Zone 4 permit-Z4202127270-non- qualifying area	10/01/2021	47.00
	Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals	Invoice 1 Transactions	\$47.00
	Program 020000 - Main Totals	Invoice 2 Transactions	\$156.00
	Department 02 - Public Works Totals	Invoice 2 Transactions	\$156.00

Program **050000 - Main**

Department **05 - Common Council**



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Transactions

Account 54310 - Improvements Other Than Bu	ilding		
18844 - First Financial Bank, N.A.	05-14th Street Sidewalk Const-BC-2020-99-CN- 4/17-8/2/21-App 2	10/01/2021	1,165.25
19278 - Milestone Contractors, LP	05-14th Street Sidewalk Const-BC-2020-99-CN- 4/17-8/2/21-App 2	BC 2020-99 10/01/2021	22,139.65
,	Account 54310 - Improvements Other Than Building Totals	Invoice 2 Transactions	\$23,304.90
	Program 050000 - Main Totals	Invoice 2 Transactions	\$23,304.90
	Department 05 - Common Council Totals	Invoice 2 Transactions	\$23,304.90
Department 07 - Engineering			
Program 070000 - Main			
Account 54310 - Improvements Other Than Bu	ilding		
18844 - First Financial Bank, N.A.	05-14th Street Sidewalk Const-BC-2020-99-CN- 4/17-8/2/21-App 2	10/01/2021	201.91
19278 - Milestone Contractors, LP	05-14th Street Sidewalk Const-BC-2020-99-CN- 4/17-8/2/21-App 2	BC 2020-99 10/01/2021	3,836.29
,	Account 54310 - Improvements Other Than Building Totals	Invoice 2 Transactions	\$4,038.20
	Program 070000 - Main Totals	Invoice 2 Transactions	\$4,038.20
	Department 07 - Engineering Totals	Invoice 2 Transactions	\$4,038.20
Department 13 - Planning			
Program 130000 - Main			
Account 53110 - Engineering and Architectural			
399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 7/1-7/31/21	BC 2021-38 10/01/2021	5,819.85
	Account 53110 - Engineering and Architectural Totals	Invoice 1	\$5,819.85

Account 54310 - Improvements Other Than Building



7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 9/3/21	BC 2020-106 10/01/2021	30,820.06
Accour	nt 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$30,820.06
	Program 130000 - Main Totals	Invoice 2 Transactions	\$36,639.91
	Department 13 - Planning Totals	Invoice 2 Transactions	\$36,639.91
Department 26 - Parking			
Program 260000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	13.92
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$13.92
	Program 260000 - Main Totals	Invoice 1 Transactions	\$13.92
	Department 26 - Parking Totals	Invoice 1 Transactions	\$13.92
	Fund 454 - Alternative Transport(S6301) Totals	Invoice 9 Transactions	\$64,152.93
Fund 455 - Parking Meter Fund(S2141)		Halisacuolis	
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	26-softsoap, toilet tissue, paper towel, permanent markers	10/01/2021	132.53
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$132.53
Account 52420 - Other Supplies		Transactions	
313 - Fastenal Company	26-plastic wire ties for special event posting	10/01/2021	179.40



			10/01/21
394 - Kleindorfer Hardware & Variety	26-6 rolls of paper towels	10/01/2021	10.74
394 - Kleindorfer Hardware & Variety	26-4 rolls of paper towels	10/01/2021	7.16
394 - Kleindorfer Hardware & Variety	26-pliers and sledge hammer	10/01/2021	60.46
394 - Kleindorfer Hardware & Variety	26-5 rolls paper towels	10/01/2021	8.95
394 - Kleindorfer Hardware & Variety	26-masking tape	10/01/2021	1.49
53442 - Paragon Micro, INC	26-polycom voice station for new offices at 4th st garage	10/01/2021	309.00
53442 - Paragon Micro, INC	26-19" monitor for new office at 4th St garage	10/01/2021	429.98
	Account 52420 - Other Supplies Totals	Invoice 8 Transactions	\$1,007.18
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	13.93
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$13.93
Account 53310 - Printing			
50680 - Biller Press & Manufacturing, INC	26-parking ticket envelopes (2,000)	10/01/2021	394.75
	Account 53310 - Printing Totals	Invoice 1 Transactions	\$394.75
Account 53640 - Hardware and Software M	aintenance		
54432 - T2 Systems, INC	26-ROVR returns-August 2021	10/01/2021	456.30
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$456.30
Account 53910 - Dues and Subscriptions		i i ansacuons	
4170 - Comcast Cable Communications, INC	26-Parking Trans Office Internet Services	09/21/2021	158.45
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$158.45



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Invoice 13

\$2,163.14

	•	Transactio	ns	. ,
	Department 26 - Parking Totals	Invoi Transactio	ce 13 ns	\$2,163.14
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoi Transactio		\$2,163.14
Fund 456 - MVH Restricted		Tunsactio	113	
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Dunn & 11th-Class A Stone Ash-2.25 cy-8/17/21	BC 2021-36	10/01/2021	338.50
334 - Irving Materials, INC	20-1601 S. Olcott-Class A Stone Ash-5 cy- 8/26/21	BC 2021-36	10/01/2021	530.00
334 - Irving Materials, INC	20-Olcott & William-Class A Stone Ash-5.50 cy-8/31/21	BC 2021-36	10/01/2021	583.00
334 - Irving Materials, INC	20-Olcott & Taylor-Class A Stone Ash-4 cy- 9/2/21	BC 2021-36	10/01/2021	424.00
334 - Irving Materials, INC	20-Reed & Olcott-Class A Stone Ash-4 cy- 9/8/21	BC 2021-36	10/01/2021	418.00
334 - Irving Materials, INC	20-Moores Pk & Olcott-Class A Stone Ash-4 cy- 9/15/21	BC 2021-36	10/01/2021	424.00
334 - Irving Materials, INC	20-Pickwick Place-Class A Stone Ash-3 cy-9/14/21	BC 2021-36	10/01/2021	318.00
334 - Irving Materials, INC	20-2nd St & S A-Class A Stone Ash-3 cy- 9/14/21	BC 2021-36	10/01/2021	318.00
334 - Irving Materials, INC	20-Olcott & Taylor-Class A Stone Ash-4 cy- 9/13/21	BC 2021-36	10/01/2021	424.00
Accou	nt 52330 - Street , Alley, and Sewer Material Totals	Invoi Transactio		\$3,777.50
Account 52340 - Other Repairs and Maintenance				
409 - Black Lumber Co. INC	20-Traffic Cabinets-clear silicone-8/17/21		10/01/2021	19.96
51575 - Ennis-Flint, INC	20-White & yellow paint for pavement markings		10/01/2021	2,689.16

Program 260000 - Main Totals



Invoice Date Range 09/15/21 - 10/01/21

			-0,0-,
293 - J&S Locksmith Shop, INC	20-Locks & Keys for Traffic Signal boxes	10/01/2021	234.06
54344 - Stello Products, INC	20-Sign materials-fixed bases, crosswalk signs, delineators	10/01/2021	6,411.25
54344 - Stello Products, INC	20-Sign installation materials- Blue/Red/Black/Green E/C Film	10/01/2021	3,891.60
Account 5	52340 - Other Repairs and Maintenance Totals	Invoice 5 Transactions	\$13,246.03
Account 52420 - Other Supplies		Hansacuons	
409 - Black Lumber Co. INC	20-nails, 1/2 elbows, hose clamps-9/1/21	10/01/2021	32.74
409 - Black Lumber Co. INC	20-Sign Crews-roller handle, woven cover- 9/2/21	10/01/2021	15.47
313 - Fastenal Company	20-Sprayers for asphalt crews-9/14/21	10/01/2021	282.66
394 - Kleindorfer Hardware & Variety	20-Paving #459-sledge hammer, blaster	10/01/2021	65.95
336 - Southside Rental Center, INC	20-Diamond concrete blade 14" for sidewalks	10/01/2021	125.00
5819 - Synchrony Bank	20-Toro Pipes for sprinkle head repair in sidewalks	10/01/2021	5.71
	Account 52420 - Other Supplies Totals	Invoice 6 Transactions	\$527.53
Account 53640 - Hardware and Software Maintenance		Hansacuons	
5819 - Synchrony Bank	20-Otterbox Case for Lucity Asset Management Field Work	10/01/2021	204.00
Account 53640	- Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$204.00
	Program 200000 - Main Totals	Invoice 21 Transactions	\$17,755.06
	Department 20 - Street Totals	Invoice 21 Transactions	\$17,755.06
	Fund 456 - MVH Restricted Totals	Invoice 21 Transactions	\$17,755.06
- 1004 - 1.1 - 1.1- 1.4			

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works



Invoice Date Range 09/15/21 - 10/01/21

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

6001 - Bernath, LLC (Sealmaster)	20-Crack sealing materials-4/19/21		10/01/2021	5,040.00
oool bernath, Ele (Seamaster)	20 Grack Scaling Materials 1/13/21		10/01/2021	3,0 10.00
19278 - Milestone Contractors, LP	20-surface-Cardon-69.91 tons-8/16/21	BC 2020-78	10/01/2021	3,320.74
19278 - Milestone Contractors, LP	20-surface-patching-6.19 tons-9/1 & 9/2/21	BC 2020-78	10/01/2021	294.03
19278 - Milestone Contractors, LP	20-surface-Kensignton-211.33 tons-8/16/21	BC 2020-78	10/01/2021	10,038.20
19278 - Milestone Contractors, LP	20-tack oil for paving-494.40 gallons-7/27/21	BC 2020-78	10/01/2021	1,483.20
19278 - Milestone Contractors, LP	20-surface-Henderson/patching-501.96 tons-8/3-8/5/21	BC 2020-78	10/01/2021	23,843.19
19278 - Milestone Contractors, LP	20-tack oil for paving-444.00 gallons-8/25/21	BC 2020-78	10/01/2021	1,332.00
19278 - Milestone Contractors, LP	20-surface-patching-9.39 tons-8/5-8/11/21	BC 2020-78	10/01/2021	446.04
19278 - Milestone Contractors, LP	20-surface-patching-16.95 tons-8/12/21	BC 2020-78	10/01/2021	805.13
19278 - Milestone Contractors, LP	20-surface-Kensington Place-140.88 tons-8/23/21	BC 2020-78	10/01/2021	6,691.82
19278 - Milestone Contractors, LP	20-surface-Wexley/patching-498.96 tons-8/23-8/30/21	BC 2020-78	10/01/2021	23,700.69
19278 - Milestone Contractors, LP	20-Credit asphalt millings-54.12 tons	BC 2020-78	10/01/2021	(1,821.66)
19278 - Milestone Contractors, LP	20-surface-Berkley Ct/patching-116.61 tons-9/7-9/9/21	BC 2020-78	10/01/2021	5,493.60
19278 - Milestone Contractors, LP	20-surface-E. 11th/patching-302.13 tons-8/17-8/19/21	BC 2020-78	10/01/2021	14,351.21
Account 52	330 - Street , Alley, and Sewer Material Totals			\$95,018.19
Account 54510 - Other Capital Outlays		Transaction	S	
Account 34310 - Other Capital Outlays				
5149 - E&B Paving, INC	20-CCMG Proj2020-1 College Mall Rd DES 2001435-App 2	BC 2020-46	10/01/2021	72,483.62
18844 - First Financial Bank, N.A.	20-CCMG Proj2020-1 College Mall Rd DES 2001435-App 2		10/01/2021	8,932.35



7013 - The Airmarking Company, INC	20-2021 Pavement Marking Contract-partial- thru 8/20/21	BC 2021-13 10/01/2021	67,573.02
	Account 54510 - Other Capital Outlays Totals	Invoice 3 Transactions	\$148,988.99
	Program 020000 - Main Totals	Invoice 17 Transactions	\$244,007.18
	Department 02 - Public Works Totals	Invoice 17 Transactions	\$244,007.18
Department 07 - Engineering			
Program 070000 - Main			
Account 54310 - Improvements Other Than I	Building		
5149 - E&B Paving, INC	07-17th & Dunn Intersection Imp-BC-2021-28- CN-8/10-9/2/21-App 2	BC 2021-28 10/01/2021	71,404.48
	Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$71,404.48
	Program 070000 - Main Totals	Invoice 1 Transactions	\$71,404.48
	Department 07 - Engineering Totals	Invoice 1 Transactions	\$71,404.48
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		\$315,411.66
Fund 730 - Solid Waste (S6401)		Transactions	
Department 16 - Sanitation			
Program 160000 - Main			
Account 43370 - Other Sales			
204 - State Of Indiana	18-Sales Tax August 2021	09/16/2021	86.37
	Account 43370 - Other Sales Totals	Invoice 1 Transactions	\$86.37
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21- #287289748780X07192021	09/21/2021	41.78



	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.78
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2018-03 10/01/2021	341.45
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$341.45
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-August 2021	09/15/2021	163.84
	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$163.84
Account 53540 - Natural Gas			
222 - Vectren	16-Sanitation-gas bill 8/3-9/2/21	09/15/2021	46.42
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$46.42
	Program 160000 - Main Totals	Invoice 5 Transactions	\$679.86
	Department 16 - Sanitation Totals	Invoice 5 Transactions	\$679.86
	Fund 730 - Solid Waste (S6401) Totals	Invoice 5 Transactions	\$679.86
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Inman (8M)-9/4/21	10/01/2021	83.25
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Council (11M)-9/2/21	10/01/2021	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$183.25



Invoice Date Range 09/15/21 - 10/01/21

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 6/12-7/11/21-Inv. 287287430216X07192021	09/21/2021	41.78
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.78
	Program 100000 - Main Totals	Invoice 3 Transactions	\$225.03
	Department 10 - Legal Totals	Invoice 3 Transactions	\$225.03
	Fund 800 - Risk Management(S0203) Totals	Invoice 3 Transactions	\$225.03
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
D			

Program **120000 - Main**

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company	, INC	12-September Wellness Reimbursements	09/20/2021	2,135.00
17785 - The Howard E. Nyhart Company	, INC	\$2135.00 12-Nyhart ER Cont \$86.31	09/21/2021	86.31
17785 - The Howard E. Nyhart Company	, INC	12-Nyhart ER Cont \$550.02	09/22/2021	550.02
Account	53990.1201 - Other S	ervices and Charges Health Insurance Totals	Invoice 3 Transactions	\$2,771.33
		Program 120000 - Main Totals	Invoice 3 Transactions	\$2,771.33
		Department 12 - Human Resources Totals	Invoice 3 Transactions	\$2,771.33
		Fund 801 - Health Insurance Trust Totals	Invoice 3 Transactions	\$2,771.33

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program **170000 - Main**



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244 - Bloomington Ford, INC	17-credit for return fee	10/01/2021	(6.98)
4693 - Monroe County Tire & Supply, INC	17-tires-Carlisle 3-Rib F2 6PLY TT (1)	10/01/2021	395.85
4693 - Monroe County Tire & Supply, INC	17-tires-UN-203 All Steel 14PLY (4)	10/01/2021	681.00
4693 - Monroe County Tire & Supply, INC	17-tires-G' Year Wrangler At ADV 10P Blk (4)	10/01/2021	713.12
Account 52240 - Fuel and Oil	Account 52230 - Garage and Motor Supplies Totals	s Invoice 4 Transactions	\$1,782.99
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-PDX4 on Road-7,238 gallons	BC 2019-107A 10/01/2021	20,906.24
	Account 52240 - Fuel and Oil Totals	s Invoice 1 Transactions	\$20,906.24
Account 52320 - Motor Vehicle Repair			
4877 - Asher Group, INC	17-driveshaft and labor	10/01/2021	239.30
244 - Bloomington Ford, INC	17-oil drain plug	10/01/2021	4.88
244 - Bloomington Ford, INC	17-RTDKey Key	10/01/2021	10.00
244 - Bloomington Ford, INC	17-gasket	10/01/2021	15.62
244 - Bloomington Ford, INC	17-bolt, nut	10/01/2021	21.04
244 - Bloomington Ford, INC	17-part return 5w20	10/01/2021	(27.94)
244 - Bloomington Ford, INC	17-reinforcement - rad	10/01/2021	38.14
244 - Bloomington Ford, INC	17-Motorcraft SAE 5W	10/01/2021	34.92
244 - Bloomington Ford, INC	17-boot - gear change, plate	10/01/2021	46.62
244 - Bloomington Ford, INC	17-Motorcraft SAE 5W	10/01/2021	47.34



			10/01/21
244 - Bloomington Ford, INC	17-Lamp Asy	10/01/2021	133.10
244 - Bloomington Ford, INC	17-knuckle - front wh, nuts and washer asy	10/01/2021	161.10
244 - Bloomington Ford, INC	17-brake lining, rotor asy - brake, brake lining,	10/01/2021	605.38
941 - Central Indiana Truck Equipment Corporation	17-roller assy, roller, tray	10/01/2021	344.80
4335 - Circle Distributing, INC	17-misc parts	10/01/2021	97.66
796 - Interstate Battery System of Bloomington, INC	17-batteries	10/01/2021	497.65
4439 - JX Enterprises, INC	17-tensioner - belt	10/01/2021	126.17
4439 - JX Enterprises, INC	17-tube-CPR Water inlet	10/01/2021	160.27
2974 - MacAllister Machinery Co, INC	17-drop box charge	10/01/2021	10.00
2974 - MacAllister Machinery Co, INC	17-misc caterpillar parts-kit-seal, inc UPS/FedEx	10/01/2021	121.45
786 - Richard's Small Engine, INC	17-blade spindle and blade	10/01/2021	152.13
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-shop parts/supplies-August 2021	10/01/2021	6,677.52
337 - Stansifer Radio Co, INC	17-hibc16 connector	10/01/2021	7.50
54351 - Sternberg, INC	17-misc international parts-V belt	10/01/2021	67.05
6216 - Terminal Supply, INC	17-misc parts-drill bits, machine screws-pan head	10/01/2021	90.96
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc freightliner parts-pipe-heater supply	10/01/2021	27.34
2096 - West Side Tractor Sales CO.	17 - #623 service brakes	10/01/2021	6,663.58
2096 - West Side Tractor Sales CO.	17-misc JD parts-nuts, washers, o-rings, inc.	10/01/2021	66.72
2096 - West Side Tractor Sales CO.	freight 17-misc JD parts-washers, nuts	10/01/2021	18.27
	Account 52320 - Motor Vehicle Repair Totals	Invoice 29 Transactions	\$16,458.57



Invoice Date Range 09/15/21 - 10/01/21

18.93

53.98

532.54

\$532.54

47.53

\$47.53

50.00

10/01/2021

10/01/2021

09/15/2021

09/21/2021

10/01/2021

409 - Black Lumber Co. INC
394 - Kleindorfer Hardware & Variety

8181 - Lawson Products, INC	17-misc parts/supplies-flap band-inc. s/h
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17-terro fly trap/ortho fly bait

17-Fleet Maint-water/sewer bill-August 2021

17-Fleet Maint-gas bill 8/5-9/7/21

Account 53530 - Water and Sewer Totals

Account 53540 - Natural Gas Totals

17-tow/hook fee-unmarked squad car-9/15/21

17-2 3x5 American flags

8181 -	Lawson Products, INC	

Account **52420 - Other Supplies**

		_	_
Account	53210	- Telep	hone

13969 -	AT&T	Mobility II, LLC	
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Account 53510 - Electrical Services

223 -	Duke Energy	

Account **53530 - Water and Sewer**

208 -	City Of	Bloomington	Utilities
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Account 53540 - Natural Gas

Account 53620 - Motor Repairs

4474 - Ken's Westside Service & Towing, LLC

17-misc parts/supplies-flap band-inc. s/h		10/01/2021	40.08
17-misc parts/supplies-seal rings, flap bands, hose clamps, etc.		10/01/2021	450.33
Account 52420 - Other Supplies Totals	Invoi Transactio		\$563.32
06-cell phone chgs 6/12-7/11/21- #287289748780X07192021		09/21/2021	41.78
Account 53210 - Telephone Totals	Invoi Transactio		\$41.78
19-CH/off site facilities-electric summary bill-8/9-9/8/21	BC 2018-03	10/01/2021	(478.81)
Account 53510 - Electrical Services Totals	Invoi	ce 1	(\$478.81)

Transactions

Invoice 1 Transactions

Invoice 1 Transactions



Invoice Date Range 09/15/21 - 10/01/21

				10/01/21
4474 - Ken's Westside Service & Towing, LLC	17-tow/hook fee-Unit #582-9/15/21		10/01/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-tow/hook fee/dollies-squad car-9/10/21		10/01/2021	75.00
4474 - Ken's Westside Service & Towing, LLC	17-tire service-Unit #120-9/5/21		10/01/2021	40.00
4474 - Ken's Westside Service & Towing, LLC	17-tow/hook fee-Unit #831-9/2/21		10/01/2021	50.00
2096 - West Side Tractor Sales CO.	17 - #623 service brakes		10/01/2021	2,424.80
	Account 53620 - Motor Repairs Totals	Invoic Transaction		\$2,689.80
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel		10/01/2021	73.20
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniforms	BC 2009-52	10/01/2021	20.14
19171 - Aramark Uniform & Career Apparel Group, INC	17 - , mats and towel		10/01/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms	BC 2009-52	10/01/2021	19.27
Account 53920 -	Laundry and Other Sanitation Services Totals	Invoic Transaction		\$182.17
	Program 170000 - Main Totals	Invoid Transaction		\$42,726.13
	Department 17 - Fleet Maintenance Totals	Invoic Transaction	ce 52	\$42,726.13
	Fund 802 - Fleet Maintenance(S9500) Totals	Invoid Transaction		\$42,726.13

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

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

17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 09/15/2021 321.00



			10/01/21
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/17/2021	101.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/20/2021	1,180.27
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/20/2021	4.63
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/21/2021	4.93
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/22/2021	227.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/23/2021	197.65
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/24/2021	118.95
Account 53990.1271 - Other Service	s and Charges Section 125 - URM- City Totals	Invoice 8 Transactions	\$2,156.73
Account 53990.1272 - Other Services and Charges Section	125 - DDC- City	Hansacuons	
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC City	09/21/2021	351.00
27700	·	• •	
	s and Charges Section 125 - DDC- City Totals	Invoice 1	\$351.00
	,		\$351.00
Account 53990.1272 - Other Service	,	Invoice 1	\$351.00 68.71
Account 53990.1272 - Other Service Account 53990.1281 - Other Services and Charges Section	125 - URM- Util	Invoice 1 Transactions	·
Account 53990.1272 - Other Service Account 53990.1281 - Other Services and Charges Section : 17785 - The Howard E. Nyhart Company, INC	125 - URM- Util 12-City/Util URM	Invoice 1 Transactions 09/15/2021	68.71
Account 53990.1272 - Other Services Account 53990.1281 - Other Services and Charges Section : 17785 - The Howard E. Nyhart Company, INC 17785 - The Howard E. Nyhart Company, INC	125 - URM- Util 12-City/Util URM 12-City URM	Invoice 1 Transactions 09/15/2021 09/16/2021	68.71 126.95
Account 53990.1272 - Other Services Account 53990.1281 - Other Services and Charges Section : 17785 - The Howard E. Nyhart Company, INC 17785 - The Howard E. Nyhart Company, INC 17785 - The Howard E. Nyhart Company, INC	125 - URM- Util 12-City/Util URM 12-City URM 12-City/Util URM	Invoice 1 Transactions 09/15/2021 09/16/2021 09/20/2021	68.71 126.95 188.00
Account 53990.1272 - Other Services Account 53990.1281 - Other Services and Charges Section : 17785 - The Howard E. Nyhart Company, INC	125 - URM- Util 12-City/Util URM 12-City URM 12-City/Util URM 12-City/Util URM	Invoice 1 Transactions 09/15/2021 09/16/2021 09/20/2021 09/20/2021	68.71 126.95 188.00 40.00
Account 53990.1272 - Other Services Account 53990.1281 - Other Services and Charges Section : 17785 - The Howard E. Nyhart Company, INC 125 - URM- Util 12-City/Util URM 12-City/Util URM 12-City/Util URM 12-City/Util URM	Invoice 1 Transactions 09/15/2021 09/16/2021 09/20/2021 09/20/2021 09/21/2021	68.71 126.95 188.00 40.00 115.92	



Invoice Date Range 09/15/21 - 10/01/21

Transactions

				• •
Account 53990.1281	- Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions		\$588.23
Account 53990.1283 - Other Services and Cl	harges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions -9/23/21		09/23/2021	18,538.96
Account 53990.1283	- Other Services and Charges Health Savings Account Totals	Invoice Transactions		\$18,538.96
	Program 120000 - Main Totals	Invoice Transactions		\$21,634.92
	Department 12 - Human Resources Totals	Invoice Transactions		\$21,634.92
	Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions		\$21,634.92
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernizat	tion			
Account 54510 - Other Capital Outlays				
5149 - E&B Paving, INC	07-17th & Dunn Intersection Imp-BC-2021-28- CN-5/26-8/9/21-App 1	BC 2021-28	10/01/2021	269,464.17
5149 - E&B Paving, INC	07-17th & Dunn Intersection Imp-BC-2021-28- CN-8/10-9/2/21-App 2	BC 2021-28	10/01/2021	690,514.46
	Account 54510 - Other Capital Outlays Totals	Invoice Transactions		\$959,978.63
	Program 06016A - 2016 A Signal Modernization Totals	Invoice Transactions		\$959,978.63
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than	Building			
399 - American Structurepoint, INC	13-Jackson Creek Trail PH2_(CE)-5/1-5/31/21	BC 2020-77	10/01/2021	21,930.86
399 - American Structurepoint, INC	13-Jackson Creek Trail PH2_(CE)-7/1-7/31/21	BC 2020-77	10/01/2021	34,077.90
	Account 54310 - Improvements Other Than Building Totals	Invoice	2	\$56,008.76



Program 06016C - 2016 C Jackson Trail Totals	Invoice 2	\$56,008.76
	Transactions	
Department 06 - Controller's Office Totals	Invoice 4	\$1,015,987.39
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 4	\$1,015,987.39
	Transactions	
Grand Totals	Invoice 368	\$1,996,788.01
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	вапк Transfer	Amount
10/1/2021	Claims HSA/WorkComp/MT & G				1,996,788.01
					1,996,788.01
		ALLOWANCE	OF CLAIMS		
claims, and ex total amount c	mined the claims listed on the cept for the claims not allow and state and state are stated as a second stated stated stated as a second stated stated stated as a second stated state	ed as shown on the re	_	reby allowed in the	
Dana Henke,	President	Beth H. Hollings	worth, Vice President	Kyla Cox Deckard, Sec	retary
	that each of the above listed ith IC 5-11-10-1.6.	d voucher(s) or bill(s) i	s (are) true and correct and	d I have audited same in	
		Fiscal Office			