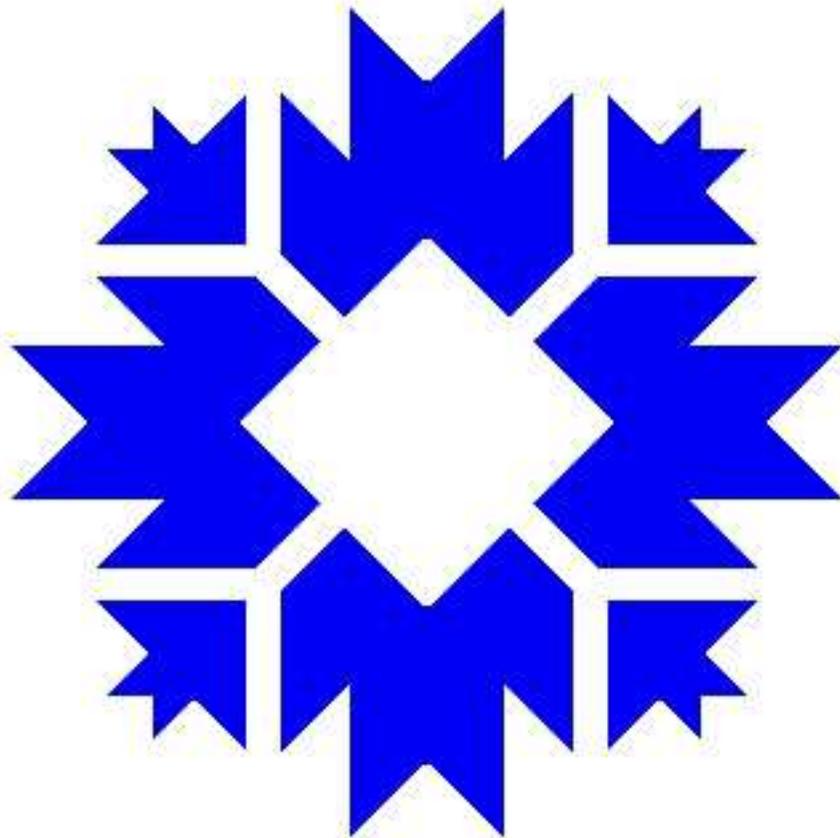


# **Board of Public Works Meeting**

**May 16, 2014**



**AGENDA**  
**BOARD OF PUBLIC WORKS**  
(This Meeting May be Televised)

**A Special Meeting of the Board of Public Work to be Held Friday, May 16, 2014 at 12:00 p.m., (noon) in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.**

- I. MESSAGES FROM BOARD MEMBERS**
- II. APPROVAL OF MINUTES - April 30, 2014 and May 7, 2014**
- III. PETITIONS & REMONSTRANCES**
- IV. TITLE VI ENFORCEMENT**
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. NEW BUSINESS**
  - 1. Request for Noise Permit for Utility Work at Night to Avoid Traffic and Business Disruptions**
  - 2. Request for Noise Permit for Zumba in the Park (Saturday, 5/24, 5/31, 6/7, 6/14, 6/18, & 6/21)**
  - 3. Resolution 2014-32: Allow Itinerant Merchant to Operate within the Public Right of Way (Bea's Soda Bar)**
  - 4. Resolution 2014-33: Allow Itinerant Merchant to Operate within the Public Right of Way (Haagen Dazs)**
  - 5. Resolution 2014-34: Allow Itinerant Merchant to Operate within the Public Right of Way (Tamale Cart)**
  - 6. Resolution 2014-35: Allow Itinerant Merchant to Renew Permit to Operate within the Public Right of Way (Gypsy Moon)**
  - 7. Resolution 2014-36: Request to Install Neighborhood Toppers on Street Name Poles in Matlock Heights Neighborhood**
  - 8. Award Custodial Maintenance & Janitorial Services Contract**
- VII. APPROVAL OF PAYROLL**
- VIII. APPROVAL OF CLAIMS**
- X. ADJOURNMENT**

The Board of Public Works meeting was held on Wednesday, April 30, 2014 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow  
James McNamara

**ROLL CALL**

City Staff: Susie Johnson - Public Works Director  
John Whikehart – Deputy Mayor  
Adrian Reid - Engineering  
Rick Alexander - Engineering  
Miah Michaelson – ESD  
Jason Carnes - ESD  
Sue West – Controller  
Jackie Moore – City Legal  
Bob Woolford - HAND  
Joe VanDeventer – Street  
Jeff Heerdink - Engineering  
Chris Smith – Public Works  
Laurel Waters - Public Works

Zietlow explained this meeting is taking place in lieu of the May 6th, meeting that falls on Election Day. There will be a Special Meeting at 5:00 on May 7<sup>th</sup> to go over claims.

**MESSAGES FROM  
BOARD MEMBERS**

McNamara stated the Mayor has proclaimed the week of May 5 through May 11, as "Be Kind To Animals Week."

None presented

**APPROVAL OF  
MINUTES**

None

**PETITIONS &  
REMONSTRANCES**

Zietlow stated bids will be open for the Rockport Road Phase II project. Zietlow noted that each bidder has Affirmative Action paperwork on file with the City. Zietlow opened and read the following bid submissions to include addenda.

**Open Sealed Bids for  
Rockport Road Phase II  
Project**

Crider & Crider – bid bond, addenda = \$1,113,780.00  
Dave O’Mara – bid bond, addenda = \$982,750.00  
Milestone – bid bond, addenda = \$1,147,400  
Weddle Brothers – bid bond, addenda = \$1,141,700

Johnson stated the bids will be taken under advisement by staff and a recommendation made at the May 20, 2014 meeting. Zietlow stated

the bid will be awarded at the May 20th meeting.

None

**TITLE VI**  
**ENFORCEMENT**

None

**HEARINGS FOR NOISE**  
**APPEALS**

None

**OLD BUSINESS**

**NEW BUSINESS**

Miah stated WFHB will host its 7th Annual Acoustic Roots Musical Festival at Upland Brewing Company on Saturday, May 17, from 3:00 to 11:00 p.m. This is a fundraiser for WFHB that will focus on the rich heritage of American acoustic roots music. At some point the Board began the policy of adjusting the end time for noise permits to be 10:00 p.m. in residential neighborhoods. Upland is located in the downtown zone, there is a residential neighborhood to the north of the property. Public Works has not received any objections to the event or the time frame in the past. Staff felt it is reasonable to approve this noise permit until 11:00 p.m.

**Request for Noise Permit**  
**for WFHB Acoustic**  
**Roots Festival (Saturday,**  
**5/17)**

Jim Manion, Music Director at WFHB, introduced himself. He stated he is director of this Festival, now in its 7<sup>th</sup> year. Sponsors have been lined up and it is a great fundraiser for the station. This event is creating a community of musicians in the process of holding this every year. There are many interconnections between these acoustic musicians and studio collaborations have been one of the side effects, also the Festival is a good time.

Zietlow asked if there were a number of local musicians who participate. Manion stated there are 8 different bands. It is amplified but is primarily acoustic music. Manion added there is a nice stage that has been added to the location making this a very nice facility.

McNamara stated the time difference between 10 and 11 p.m. is specific to this location, and would not apply to Elm Heights, as an example.

McNamara made a motion to approve the request for a noise permit for WFHB Acoustic Roots Festival on Saturday, May 17. Zietlow seconded the motion. The motion carried. Noise Permit approved with an 11:00 p.m. end time.

Miah stated I Fell LLC is requesting the use of the sidewalk and parking spaces W. 4th Street between Roger and the west side of the

**Resolution 2014-30: Use**  
**of Public Sidewalks and**

mid-block alley in the 400 block of W. 4th Street on Friday, May 2, 2014, Saturday, May 17, 2014, and Saturday, May 31, 2014 for outdoor art events as part of the I.Fell Building's programming. Art events in that area are drawing people to this redeveloping part of downtown. The event will include food, temporary art exhibits, and other festival type entertainment. Event hours are from 5:00 p.m. until 11:00 p.m. They are asking to utilize the sidewalk and parking spaces until that time. They are also requesting a noise permit as well, until 11 p.m. each of those evenings. Miah stated that the Board has approved an end time of 11 p.m. at that location in the past.

**Parking Spaces for I Fell Outdoor Art Events (Friday 5/2, Saturday, 5/17 and Saturday, 5/31)**

McNamara stated he knows people do live downtown, but with living there they expect a certain vibrancy that might go beyond 10 p.m.

Zietlow stated they had a wonderful band last year, and is a wonderful venue which is attracting people to the area. Zietlow asked if there have been any complaints. Miah stated there have been no complaints to the City. They have successfully had 7 or 8 events in this location.

Staff supported the request. They work with their neighbors and is a newly energized area.

McNamara made a motion to approve Resolution 2014-30, Use of Public Sidewalks and Parking Spaces for I Fell Outdoor Art Events (Friday, 5/2, Saturday, 5/17 and Saturday, 5/31. Zietlow seconded the motion. Resolution 2014-30 approved.

Joe VanDeventer, Director of Street Operations, introduced himself. He stated a review of the 2014 asphalt bids were conducted to determine the most responsive and responsible bidder pertaining to the purchase of bituminous materials by the City of Bloomington. Staff recommended, based on the results of that bid, to award the bid to Dave O'Mara. The bids were as follows:

**Award Asphalt Materials**

**Milestone**

20,000 tons	Hot Mix	\$42.87
200 tons	Binder	\$40.31
200 tons	Base	\$38.86
200 tons	Cold Mix	\$115.00

**Dave O'Mara**

20,000 tons	Hot Mix	\$38.00
200 tons	Binder	\$37.00
200 tons	Base	\$35.00
200 tons	Cold Mix	\$98.00

McNamara made a motion that the bid for Bituminous Materials be awarded to Dave O'Mara. Zietlow seconded the motion. Motion passed.

VanDeventer stated a review of the 2014 concrete bids were conducted to determine the most responsible and responsible bidder pertaining to the purchase of concrete materials by the City of Bloomington. VanDeventer stated, based on the results of that review, staff recommends awarding the bid to Prairie Concrete. The bid results follow:

**Award Concrete Materials**

**Prairie Concrete**

4000 psi concrete	\$85 per cubic yard
4000 psi concrete w/2% calcium	\$90 per cubic yard
4000 psi concrete w/reinforcement	\$92 per cubic yard
Minimum Load Fee	\$100.00

**Irving Materials Incorporated (IMI)**

4000 psi concrete	\$110.00 per cubic yard
4000 psi concrete w/2% calcium	\$115.00 per cubic yard
4000 psi concrete w/reinforcement	\$117.00 per cubic yard
Minimum Load Fee	\$100.00

McNamara made a motion that the bid for Concrete Materials be awarded to Prairie Concrete. Zietlow seconded the motion. The motion passed.

John Whikehart, Deputy Mayor, introduced himself to the Board. Whikehart shared a presentation on the progress of creating a Financial Policies Manual, and other information on the history of procurement, purchasing, and what is being sought from the City Council.

**STAFF REPORTS & OTHER BUSINESS**

Basic history, Council Ordinance 98-23 from 1998 was adopted to name purchasing agencies and agents and to adopt rules for public purchases. This delegated to Boards the authority to name purchasing agents under the direction of those Boards. There are a series of ordinances, Public Works Resolution 98-15. This delegated to department heads the authority to name purchasing agents who could make purchases on behalf of the Board. There have been recent efforts to implement internal controls, and transition from what has been a de-centralized financial structure to a more centralized one. This has begun the establishment of processes for approval of departmental purchasing agents, the elimination of credit cards as a purchasing method, while moving towards a purchase order system. IT has been working on systems to centralize payroll

reporting, implement project management and financial tracking, and upgrade the core financial software. Projects, contracts and funding requests are now vetted by the Office of the Mayor, prior to Legal and Controller review and prior to placement on the agenda of this Board. Department heads are now bringing contracts and funding requests to the Office of the Mayor first, to make sure there is support for those activities before they go to Legal and Controller for their vetting process and review. Once this has happened all contracts are reviewed by the Controller's office and Legal Department. The Controller has collected department procedures for review, created a purchasing committee with departmental stake holders. Among other things reviewed will be a policy with major departmental users and initiated processes to criteria for venter approval.

Zietlow asked who would be in charge of this committee. Whikehart stated, Sue West, Controller.

Deputy Mayor Whikehart continued to explain the Financial Policies Manual. Included in the writing process have been Deputy Mayor Whikehart; Controller, Sue West; and Corporation Council, Margie Rice. This Financial Manual has been distributed to all the department heads of the City with a request that they review these policies and give suggestions, to make sure nothing has been overlooked, or possible consequences that have not been foreseen. Whikehart touched on the "segregation of duties" which refers to a fundamental internal control to guard against fraud or error. This requires multiple individuals with maintaining custody of assets, authorizing approval of related transactions, and recording and reporting related transactions. This is one of the strongest internal controls that can be implemented, to have different people with eyes on project activity. The other areas on the financial policies, fund balance and reserves has several categories and policy statements, expenditures, with several categories of policy statements. A capital asset management policy. These polices have been created and are under implementation. Debt management, internal control, and risk management, and again, segregation of duties has a very specific policy, local economic development, and a procurement policy that has already been disseminated and in the implementation stage with various departments.

Deputy Mayor Whikehart explained more in depth the procurement policy. There is a general purpose statement that has been spelled out to department heads. General policies that relate to purchasing agents, contract processes, and vendors. Under purchasing agents, each department is to submit annually to the Office of the Controller a list of the purchasing agents it recommends for authorization for the department. This list will include the name, job description, and reason necessary for the authorization, and purchasing authority

requested (the dollar amount).

Zietlow asked what the dollar amount refers to. Whikehart stated the purchasing authority of each purchasing agent, the amount limit of how much each can spend.

Also under purchasing agents is the requirement that they be trained by the Legal Department on local, state, and purchasing guidelines.

Contract Processes under General Policies, departments must present prior approval from the Office of the Mayor before initiating or creating any kind of contracts. Contracts will be reviewed and signed off on by both the Legal Department and Controller's office prior to placement on the agenda of the appropriate Board or Commission.

Vendors, under General Polices, a departmental supervisor shall verify and document the receipt of goods and services from vendors. The Office of the Controller shall develop criteria required for vendors approved for selection. Small businesses, women, or minority owned businesses, local businesses, and businesses following sustainable practices may be given preference in a manner consistent with federal and state law.

Payment Polices, under General Policies, all invoices for payment shall be submitted to the Office of the Controller for review and approval of payment. There will no longer be a system where the invoices are being addressed to individuals and landing in various departments. All invoices will go to the Office of the Controller for review, approval, and payment.

Goods or supplies, a centralized process in purchase orders policies has been developed. The Office of the Controller shall development a centralized process to insure strict compliance with state and local law with regard to purchasing policies and solicitation of quotes and bids. There are polices that are stricter than required by state statute. The Controller shall implement a centralized purchase order system to be used by all departments. This system will be reviewed for internal compliance by the Office of the Controller.

Services - departments will purchase services using a procedure considered appropriate and previously approved or established by the Office of the Controller. This is a stricter requirement than state statute. For purchases of services other than approved or established under procedures set forth by the initial statement, again, department heads must document approval by various areas, the Office of the Mayor, and requires departments to contact the Legal Department prior to purchasing services to determine what type of written

contract or Memorandum of Understanding, if any, is necessary, or most appropriate for the service they intend to purchase. Those requests for purchases are submitted to the Office of the Mayor for final approval, and the Mayor's signature and placement on agenda of the appropriate board and commission,

Specifications for goods, supplies or services - a specific formula has been created. Departments must develop specifications for such goods, services, or supplies. Those must be in memo format, and the specs must include capacity, capability, and operation environment as a minimum. They must be approved through Legal, and cannot be written in a manner that would favor one unique manufacturer of equipment or a vendor unless the equipment or service is unique to that manufacturer. All vendors must be given the same information when it comes to specifications for goods, supplies and services.

In Public Works projects area, those projects could involve other Boards and Commissions as well as the Board of Public Works. Under general provisions these specifications are stricter than required by state statute.

It is the goal of the City to develop and adhere to more stringent procedures than those set forth under Indiana Code 36-1-12. All Public Works projects shall require physical inspections throughout the project with written verification in compliance with segregation of duties. Multiple individuals will be required to physically inspect project activity and document that inspection. Public Work cost, plans and specifications required shall include a description of the physical characteristics, functional characteristics, a cost estimate shall be developed by staff in order to determine the appropriate process to be followed. All bids received shall be opened publicly at the previously noted Board Meeting, and read aloud at a time and place designated, and not prior to that time. Reviewing quotes and bids, awarding contracts, the appropriate Board shall award the contract to the lowest responsible and responsive quote or bidder, or may reject all quotes or bids submitted. The reasons for disqualification at the time the award is made, and the factors used to determine which bidders is the lowest and responsible has to be justified.

Under Other Requirements, state statute spells out the requirements, specs and bids, on how Public Works projects that are at least \$150,000 are handled. The City's requirements are sticker than those state statutes, and will be seen in the requirements for quotes, bids at varying amounts, also the Board of Public Works may purchase or lease materials in the manner provided, and perform the work using its own workforce if the Board deems that appropriate.

Whikehart went on to advise the Board of the legislation being sought by the City Council to centralize the financial procedures. This requires a reorganization of the Office of the Controller. Positions have been identified for centralization, and a process for transition of personnel to reporting lines under the Controller. With City Council Approval of the Salary Ordinance change, the City will advertise for a Purchasing Manager in the Office of the Controller. The Controller will analyze the organization in the Controller's Office for any restructuring necessary for the 2015 budget and salary ordinance.

Legislative action requested of the City Council in their meeting last week would include a salary ordinance amendment that creates a purchasing manager position which would be new, and the realignment of personnel from departments to the Controller's office. That realignment would include seven (7) positions total. This includes a Bookkeeper position from Parks, the Accounts Manager, Account Clerk, and three Customer Service Representatives, Assistant Director of Finance in Public Works whose positions are being eliminated, but being moved into the Controller's office. The exception will be the Assistant Director for Finance in the Department of Public Works, that position is being eliminated, and the new position of Purchasing Manager is being created in the Controller's Office. Also the Council is being asked to amend a current ordinance that would permit electronic fund transfer (EFT). Currently there is an ordinance that allows the City to accept payment through EFT and the ordinance amendment would also allow the City to disperse payment by EFT. The authority to pay certain claims prior to Board approval is being requested. Those are claims that generally would fall into categories such as utility bills, payroll, and employee benefits. In this case, appropriations have been authorized, contracts have been previously approved; this is to avoid late payments. The City Council as well as the Board of Public Works, and other commissions and boards, will review these policies and provide any input and suggestions. The City Council is being asked, upon completion of the Policy Manual, and pieces that have not yet been developed, to have this in place at the time the budget is presented to formally adopt the policies and then for the Council to subsequently review them each year as part of the budget process.

Zietlow stated she has been fortunate to have looked at this ahead of time. She stated there will be a major shift with centralization of authority to the Controller's office, and a lot more responsibility for the Office of the Mayor. Zietlow asked if this would have an impact on the Mayor's office as well. Whikehart stated it has not thus far, while it does create work the process is moving quickly. This policy is when a new project that require new funds, then the department head will bring it to the Office of the Mayor. This is additional work

flow, but is designed to make sure there is efficiency in operations, and being respectful of timing when it comes to items on agendas for boards and commission. It is also designed for other efficiencies. In the past individual departments were either asking Legal to prepare contracts, when it might be discovered later there is no reason to prepare a contract.

Zietlow stated many of these policies have been in place over time, there is a reorganization, but certainly, many of these things have been in place, and there has been a lot of control that has taken place over the years. Zietlow asked if this statement was true. Whikehart stated, yes, it has been an evolving process, certainly in the last 15 months. Whikehart stated some of it is memorializing what has already taken place and some of it is new.

Zietlow stated there have been some very serious issues facing the City within the last couple of months with the Justin situation. It is understandable that changes would be looked at. However, she wondered how we balance a proper response to the situation that will really come close to stopping fraud with making sure that people function well, that they are well taken care, that there is some sense of community that remains, some sort of sense of responsibility for their jobs that people feel good about in the administration. Zietlow asked how to make sure there is a highly controlled situation, but also one that provides services with the grace and human understanding that we would like to get from our government.

Whikehart stated there have not been issues, there has been an issue. These policies would have been developed regardless. Just as there is a Personnel Policies Manual, it makes perfect sense in an organization to have a Financial Policies Manual. Also being developed is an Information Technology Manual. Whikehart explained he believed this to be a natural evolution in an organization, and helps have policies in writing that are guiding principles for department heads. The City takes seriously, even in absence of a situation, the importance of strong internal controls. Segregation of duties is not just to protect against fraud, but also to protect against inadvertent error. The City has a responsibility to the taxpayers, certainly, to have policies in place that protect and safeguard taxpayers. With this change there will be processes that will be freed up within departments as these are moved to centralized processes. The receipt of all claims in the Controller's office will mean they are not being received in 15 different departments within the City and processed there. This does not have to be a negative experience for anybody.

Zietlow asked if before the adoption if there will be time to hear from departments and people that will be implementing them and what

they foresee might be both positive and negative.

Whikehart stated that is correct. He added the most important part of policy development is the ongoing evaluation stage. This will be a document that will change over time and will change over time as needed, and as new technologies come along.

Zietlow stated today bids were opened and contracts were awarded, and asked if that would be done any differently according to these policies. Whikehart stated it would remain the same.

Zietlow asked if the procedure the Board goes through for Unsafe Structures, when the property owner does not comply and a contractor is hired by the City to do that work, would be different from what it is now. She asked if there would be vendors on a list.

Sue West, City Controller, introduced herself. West stated by centralizing the process, for example, if there is a landscape project being done by HAND, and one being done by Parks and Public Works, then staff would look at those all together when the work is bid, and would be vetted just like any other vendor. West added since this has started she has met with Susie and everyone of her division heads and they have the policies. Staff is taking them back to review, and it has been emphasized this is a draft. Until all comments are back this is a draft document.

Whikehart mentioned that one of the policy's statements requires a quarterly report be made to each board or commission, on the physical process and the financial progress of the project. That quarterly report is a minimum requirement, however, this Board may ask for more frequent reports than that, and staff will comply.

Zietlow stated the Board will take these policies under advisement as well. She stated, as a citizen, as well as a member of the Board Of Public Works, she has appreciated the fact that the City runs pretty well, and that there has been very good staff, generally. Bloomington's streets are maintained, have the best snow removal in the State, and wants to make sure that this continues to be a place where people like to do work, that they work well, and that they are appreciated, at the same time as we follow the most prudent oversights that we can possibly give; this is the balance she hoped to see. Zietlow concluded her statement by thanking Deputy Mayor Whikehart for his presentation.

Johnson stated she would like to ask the Board permission to advertise for the annual stripping contract. McNamara moved that staff be authorized to advertise for the annual stripping contract (street markings). Zietlow seconded the motion. Motion passed.

Staff authorized to advertise for annual pavement markings.

Claims will be presented at a special Meeting on May 7, 2014

**APPROVAL OF  
CLAIMS**

Payroll will be presented at a special Meeting on May 7, 2014

**Approval of Payroll**

McNamara made a motion for adjournment. Zietlow seconded.  
Meeting adjourned at 6:26 p.m.

**ADJOURNMENT**

Accepted by:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara, Vice President

\_\_\_\_\_  
Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:

The Board of Public Works meeting was held on Wednesday, May 7, 2014 at 5:00 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

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

Present: Charlotte Zietlow  
James McNamara

**ROLL CALL**

City Staff: Susie Johnson - Public Works Director  
Jackie Moore – City Legal  
Laurel Waters - Public Works

Zietlow stated it was a beautiful day.

**MESSAGES FROM  
BOARD MEMBERS**

Zietlow preceded the approval of minutes by stating that she read them over carefully and stated Laurel writes good minutes.

**APPROVAL OF  
MINUTES**

James made a motion to approve minutes from April 22, 2014. Zietlow asked if a Memorandum of Understanding had been developed with Indiana University about Jordan. Johnson stated the City is waiting on them to open their bids so the City knows exactly what its financial obligation is for the median. Zietlow seconded the motion. Minutes of April 22, 2014 approved as submitted.

Zietlow asked about the Memorandum of Understanding with IU. Johnson stated IU must open the bids first.

None

**PETITIONS &  
REMONSTRANCES**

None

**TITLE VI  
ENFORCEMENT**

**NEW BUSINESS**

Johnson stated the Public Works Department requested quotes for grass cutting and minor lawn maintenance. The specifications were sent to City Lawn, Bloomington Lawn and Landscape and Starnes Lawn Care. Quotes were received back from City Lawn and Starnes Lawn Care. After review of these quotes staff found City Lawn was the lowest and most responsive bidder. Staff recommended the

**Award Grass Cutting and  
Lawn Maintenance  
Services Contract for  
2014**

Board award the contract to City Lawn so the City can go about cutting grass.

Zietlow stated the contract is for \$295 per day. Johnson stated correct. The areas to be mowed are as follows:

- Area west of 600 block of N. Rogers Street
- 601 N. Morton Street
- 922 N. Orris Drive
- 2402 S. Bryan Street
- Lots #1 & #2 Evergreen Village at Susie Street & West Countryside Drive
- 3410 S. Walnut Street (Bloomington Animal Care & Control)
- Fire Training/BPD Training Center located on S. Walnut Street
- Old IU Property located between West 11th Street and North Rogers across the street from Upland Brewery

Johnson stated some may need to be done more than others, so the contract is written per event as necessary.

McNamara made a motion to approve contract for grass cutting and lawn maintenance for 2014 to City Lawn. Zietlow seconded the motion because this was the lowest and best bid. Zietlow stated City Lawn is owned by Randy Younger. The motion passed. Grass cutting and lawn maintenance awarded to City Lawn.

McNamara stated he liked having Exhibit A and B where everything is spelled out.

McNamara moved to approve the payroll claims. Zietlow seconded the motion. The motion passed and payroll was approved.

**APPROVAL OF  
PAYROLL**

Zietlow wondered about the entries for the credit cards that still appeared on the claims. Johnson explained that was from the last statement period before credit cards were closed out.

**APPROVAL OF  
CLAIMS**

McNamara asked about the claim to Science Diet. He stated at one time there was an agreement with that vendor and wondered how the agreement is working. Johnson stated staff is very happy. One piece of the agreement was that Science Diet would provide the City with food at a greatly reduced rate, as well as help with the shipping. Johnson stated this is working well, and the animals at the Shelter are being fed a high quality diet which helps with their overall health. Johnson stated she would be happy to have Laurie come and address how the agreement is working.

McNamara stated he noticed a different vendor for donkey and rat

food. Johnson stated the shelter ended up with a donkey because of a series of bad events that happened to the owner. The donkey was living in a trailer at a local motel. The Shelter picked up the donkey and brought it to the Shelter. Johnson stated they have rats as sheltered animals more often than not.

Johnson stated she asked about Danise with Bloomington Economic Development about the claim for \$50,000. That is the funding agreement partnership between the City and BEDC which helps with the lifesciences and the Bloomington tech partnerships, the Ecosystem Project, as well as co-work space in the Certified Technology Park. McNamara asked if this is the annual contribution. Johnson stated it is the annual contribution. McNamara stated this is a long standing agreement.

Zietlow asked about Bloomington Restorations. Johnson explained that is not a claim for BRI, the non-profit corporation, but for this claim Bloomington Restorations is the company that helped deal with the flooding in the police department basement.

Zietlow stated there were a couple of payments to Dave O'Mara, and wondered if this was part of a contract. Johnson stated this was for some asphalt that was purchased for hole patching. Johnson explained that Dave O'Mara was gracious enough to extend the contract until the bid opening for this year was finished.

McNamara stated he recalls the City has a program where its employees can use Bloomington Transit free of charge for commuting purposes; two and from work. McNamara stated there is a reimbursement claim under the HR Department to Bloomington Transit for \$680, so it looks like it is well utilized. McNamara wondered if these are monthly passes, or per ride. Johnson stated it is per ride.

Zietlow asked about the purchase of fuel and oil and asked if there was a contract with White River Co Op. Johnson explained at the end of each year Public Works asks vendors to pre-qualify to bid on fuel, on an as needed basis. When the City needs fuel it then solicits bids from those pre-selected vendors and then selects the fuel for that particular load based on the price available at that time. Petroleum Traders is another vendor who has pre-qualified, as well at White River. Johnson wasn't sure, but believed there may be another vendor as well. McNamara asked if this was for gasoline. Johnson stated gasoline and diesel. McNamara asked if it is delivered to City pumps. Johnson stated yes, there are two fueling stations, Adam and Henderson.

McNamara made a motion to approve claims. Zietlow seconded the

motion. The motion passed. Claims approved.

Johnson read into the record ZC Teriyaki and Sushi at 430 E. Kirkwood Avenue have applied for an Outdoor Seating and Merchandising Permit. This has been approved and the Board will be asked to sign the permit.

**STAFF REPORTS &  
OTHER BUSINESS**

McNamara moved at 5:22 p.m.

**ADJOURNMENT**

Accepted by:

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara, Vice President

\_\_\_\_\_  
Dr. Frank N. Hrisomalos, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

---

**Project/Event:** Special Permit, Noise Control, Construction at night  
**Petitioner/Representative:** CBU / Miller Pipeline  
**Staff Representative:** Roy Aten  
**Date:** 05/16/2014

---

**Report:** Miller Pipeline, acting as a contractor for City of Bloomington Utilities, are requesting a special noise control permit for construction activities and possible noise violations during the night hours (10PM to 6AM) for Wednesday 05/21/2014. The contractor will be lining the sanitary sewer mains in the vicinity of South Rogers Street and West 2nd Street. A portion of this work will require temporary lane closures as workers access the main through the manholes in the street. No excavations will be a part of this work, however, some of the operation may generate unreasonable noise that exceeds the ordinances prohibited limits (14.09.030). Furthermore, the hours of operation are outside the exemption period defined in 14.09.040 (Noise Control) and therefore in need of a special permit.

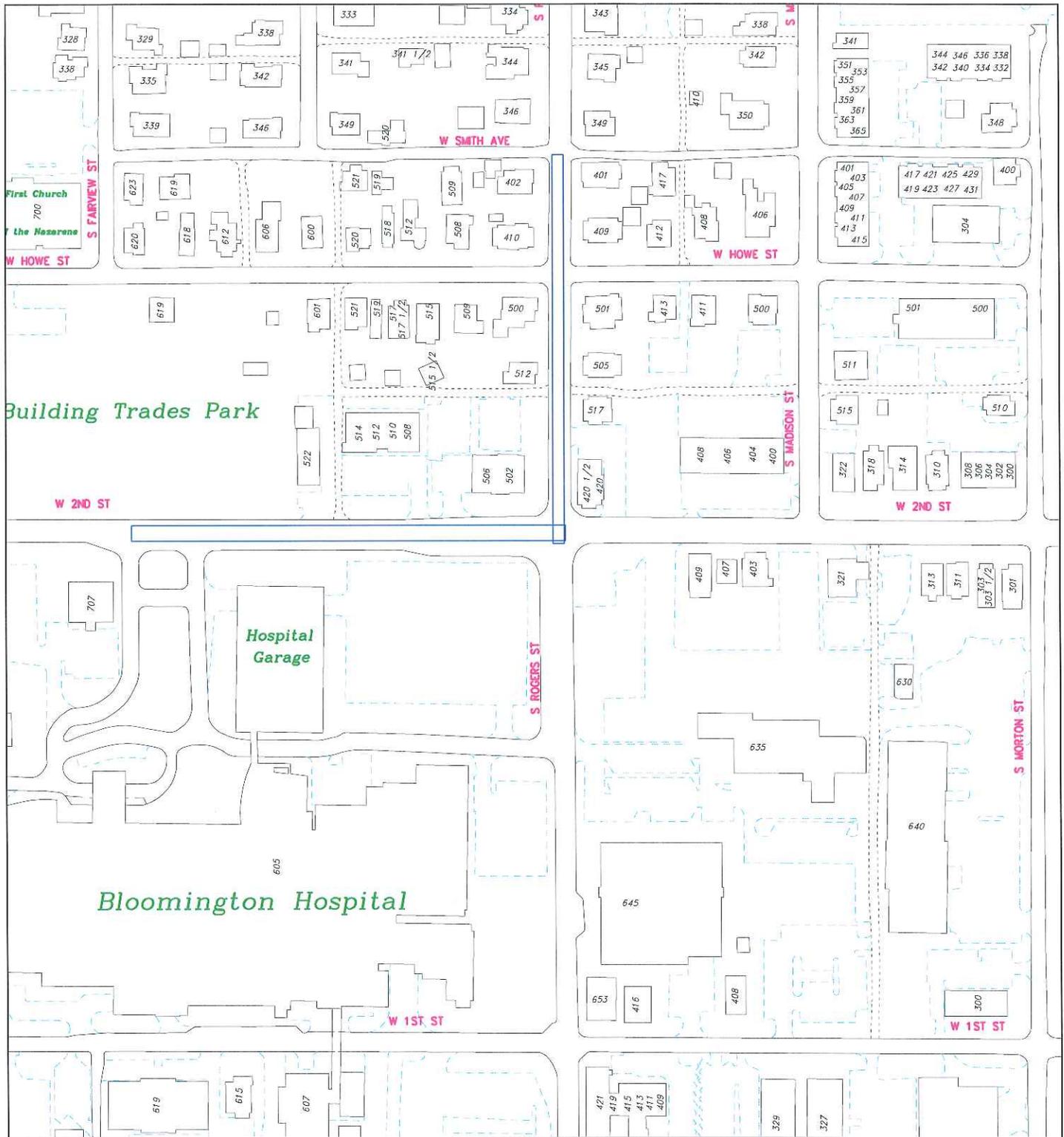
---

**Recommendation and Supporting Justification:** Staff has reviewed the application and recommends that the Board approve the special noise permit. Due to the high volume of traffic during the daytime at the intersection of West 2nd Street and South Rogers Street, Engineering would prefer that this work and lane restrictions occur during the night hours. Engineering has examined the noise levels generated by the operation and believe that they are acceptable for this predominantly commercial area.

---

Recommend  Approval  Denial by

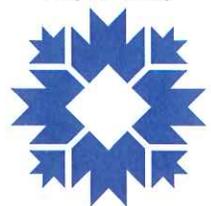
A handwritten signature in black ink, appearing to read "Roy Aten", written over a horizontal line.



By: ateno  
14 May 14



City of Bloomington  
Engineering



Scale: 1" = 200'

For reference only; map information NOT warranted.



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3418

## 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 Miah Michaelsen with any questions: (812) 349-3418 or [michaelm@bloomington.in.gov](mailto:michaelm@bloomington.in.gov)

## Event and Noise Information

Type or Name of Event:	Sewer Rehabilitation Project				
Location of Event:	1) W. 2nd St. (just west of Rogers) 2) N. Rogers St (just north of W. 2nd St.)				
Date of Event:	May 21-22	Time of Event:	Start: 6:00pm	End: 6:00am	
Description of Noise:	Truck motors, steam equipment				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Other: construction	
Will Noise be Amplified?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

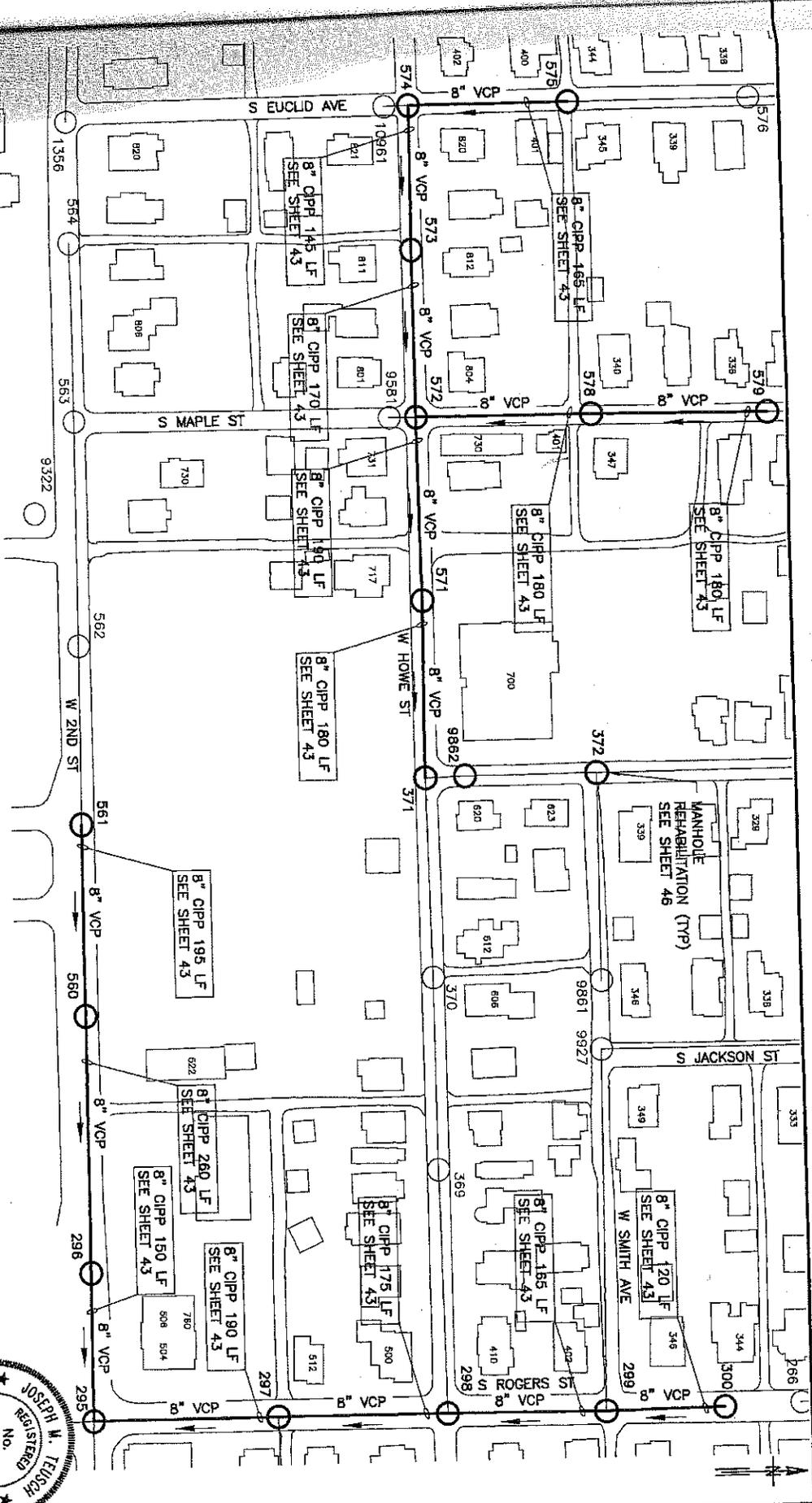
## Applicant Information

Name:	Phil Peden	Date of Birth:	
Organization:	CBU, Miller Pipeline	Title:	Utilities Engineer
Physical Address:	600 E Miller Dr		
Email Address:	pedenp@bloomington.in.gov	Phone Number:	812-349-3634
Signature:	<i>Phil Peden</i>	Date:	5/14/14

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
Charlotte T. Zietlow, President	James McNamara
Date	Dr. Frank N. Hrisomalos



FOR CONTINUATION SEE SHEET 11

DESIGNER DATE CHECKED DATE APPROVED DATE	SCALE 1" = 100'	CITY OF BLOOMINGTON UTILITIES DEPARTMENT MEDIUM PRIORITY AND SOUTH EAST BASIN DIVISION II SEWER REHABILITATION	PLAN VIEW - WEST HOWE STREET
---	--------------------	--	------------------------------

SEAL AFFIXED  
 SEPTEMBER 20, 2013  
*Kayla Danks*

REGISTERED PROFESSIONAL ENGINEER  
 No. 10200110  
 STATE OF INDIANA  
 JOSEPH W. TEUSCH

SHEET 10 OF 62  
 DATE: SEPTEMBER 2013



## Board of Public Works Staff Report

---

**Project/Event:** Noise Permit for Zumba in the Park

**Petitioner/Representative:** City of Bloomington Parks & Recreation Department

**Staff Representative:** Miah

**Meeting Date:** May16, 2014

---

**Report:** The City of Bloomington's Parks and Recreation Department is sponsoring Zumba in the Park at the north shelter at Bryan Park from 10:00 – 11:00 a.m. on the following Saturdays: May 24, May 31, June 7, June 14, June 21, June 18. Amplified music will be played.

Staff supports the request.

---

**Recommend**  **Approval**  **Denial** Miah Michaelsen



CITY OF BLOOMINGTON

# NOISE PERMIT

City of Bloomington  
401 N. Morton St., Suite 120  
Bloomington, Indiana 47404  
812-349-3418

## 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 Miah Michaelsen with any questions: (812) 349-3418 or [michaelm@bloomington.in.gov](mailto:michaelm@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Spring into Movement: Zumba Group Exercise		
Location of Event:	Bryan Park - North Shelter		
Date of Event:	5/24, 5/31, 6/7, 6/14, 6/21, 6/28	Time of Event:	Start: 10:00am
Calendar Day of Week:	Saturday		End: 11:00am
Description of Event:	A health and wellness program being offered to city residents. Zumba is a danced-based fitness class that requires music.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

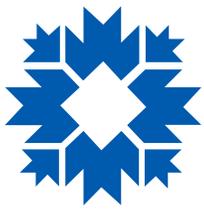
Name:	Jaelyn Braspennin		
Organization:	City of Bloomington	Parks & Recreation	Title: Health/Wellness Coordinator
Physical Address:	401 N. Morton St. Suite 250 PO Box 848		
Email Address:	braspenj@bloomington.in.gov	Phone Number:	812-349-3771
Signature:	<i>Jaelyn Braspennin</i>	Date:	5/7/14

### FOR CITY OF BLOOMINGTON USE ONLY

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

### BOARD OF PUBLIC WORKS

_____	_____
Charlotte T. Zietlow, President	James McNamara
_____	_____
Date	Dr. Frank N. Hrisomalos



CITY OF BLOOMINGTON  
parks and recreation

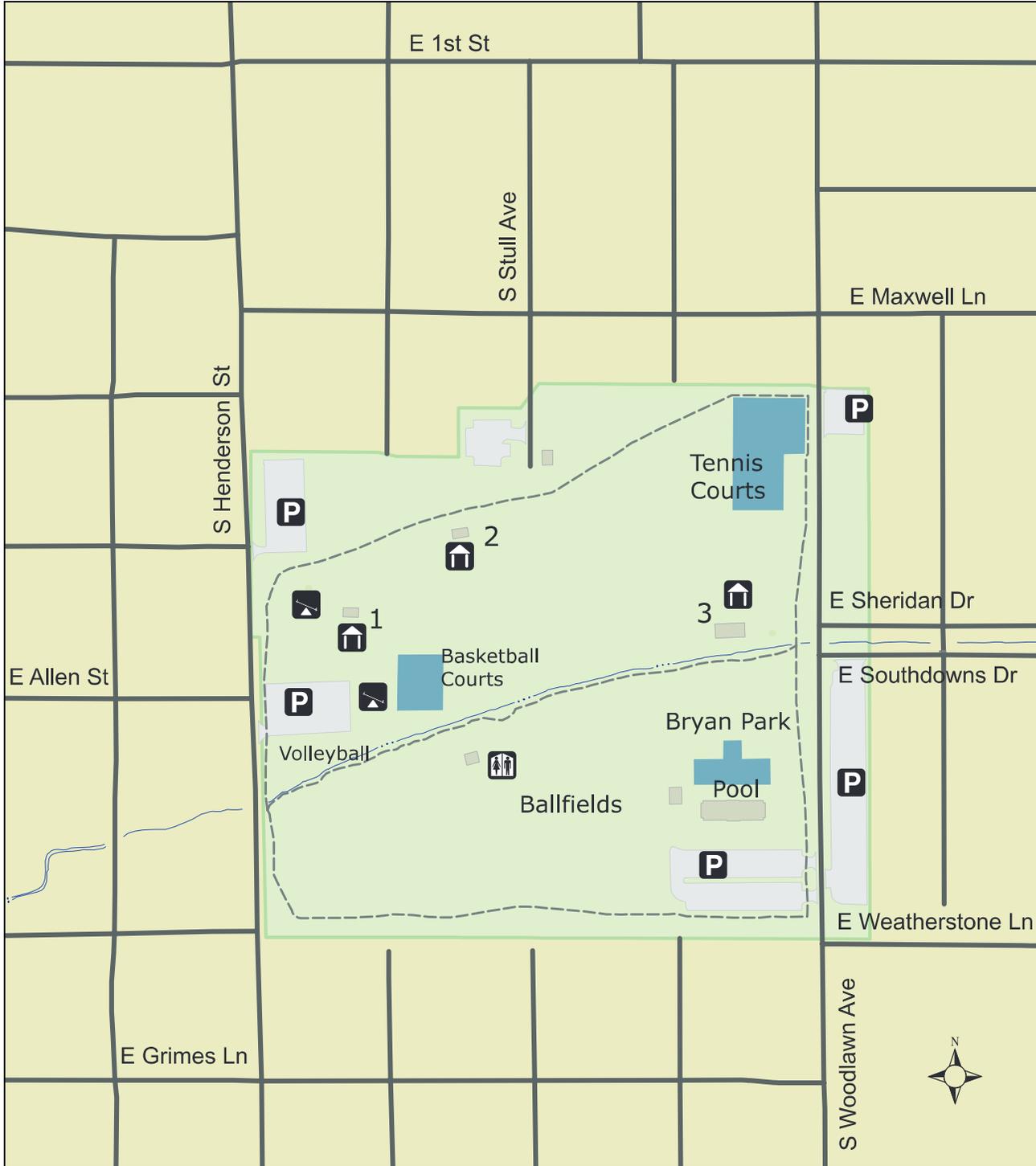
# Bryan Park

1001 S Henderson Street

<b>Legend</b>	Restrooms
Parking	Shelter
Playground	Trail

Shelters  
2 - North

1 - Henderson  
3 - Woodlawn





## Board of Public Works Staff Report

---

**Project/Event:** Itinerant Merchant in right of way

**Petitioner/Representative:** Jackie Howard – Bea's Soda Bar

**Staff Representative:** Jason Carnes

**Meeting Date:** May 16, 2014

---

Jackie Howard has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer serving all natural draft soda, snacks, frozen treats and sandwiches.

This application is for one year.

---

Staff is supportive of the request.

**Recommend**  **Approval**  **Denial by** Jason Carnes

**RESOLUTION 2014-32**  
**Itinerant Merchant Food Vendor in Public Right of Way**  
**Jackie Howard – Bea’s Soda Bar**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Jackie Howard (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for six months beginning on the day that License is issued by the City, May \_\_\_\_\_, 2014 thru November \_\_\_\_\_, 2014.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
  - a) From the north side of Country Club Road to the south side of Dodds Street;
  - b) From the north side of 2<sup>nd</sup> Street to the south side of 3<sup>rd</sup> Street; and
  - c) From the north side of 4<sup>th</sup> Street to the south side of 6<sup>th</sup> Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
  - a) City of Bloomington Farmers’ Market;
  - b) City of Bloomington Holiday Market;
  - c) The Taste of Bloomington;

**RESOLUTION 2014-32**

- d) Lotus World Music and Arts Festival;
  - e) The Fourth Street Festival;
  - f) Arts Fair on the Square;
  - g) Strawberry Festival;
  - h) Canopy of Lights;
  - i) Fourth of July Parade; and
  - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
  12. Vendor shall not locate his business 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.
  13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-XX ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Jackie Howard

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



Itinerant Merchant, Solicitor and Peddler License  
 Application Checklist  
 City of Bloomington  
 Department of Economic and Sustainable Development  
 401 N. Morton St.  
 Bloomington, Indiana 47404  
 812-349-3418

**License Length and Fee Information**

Valid License:	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

**Applicant Information**

Name:	Jackie Howard / Bea's Soda Bar				
Title:	Owner	Date of Birth:	5/20/82		
Physical Address:	339 S. Farnham St.				
City, State, Zip:	Bloomington, IN 47403				
E-Mail Address:	bea.s.soda.bar@gmail.com				
Phone Number:	812-841-4016	Mobile Phone:	same		

**Corporate Contact Information**

Name of Employer:					
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input checked="" type="radio"/> Firm	<input type="radio"/> Limited Liability Corporation	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input checked="" type="radio"/> Sole Proprietor

**Description of product or service to be sold and any equipment to be used  
 (You may attach additional information as needed):**

All natural draft sodas, snacks, frozen treats, sandwiches

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

Vintage Trailer pulled by cargo van

License Plate Number:

Vehicle Identification Number (VIN): SA78

Please attach two (2) pictures of the vehicle and trailer.

**You Must Obtain the Following:**

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

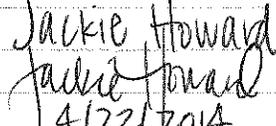
**You May Need To Obtain and Provide the Following (Staff will advise):**

<input checked="" type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input type="checkbox"/>	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
<input type="checkbox"/>	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
<input type="checkbox"/>	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

**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 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.

Name (printed):	Jackie Howard
Signature:	
Date Release Signed:	4/22/2014



# Monroe County Health Department

Monroe County, Indiana

---

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	338 S. Walnut Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

---

Tuesday, April 29, 2014

Jackie Howard  
339 Fairview Street  
Bloomington, IN 47403

Dear Ms. Howard:

Re: Design Review of, **Bea's Soda Bar**, mobile food trailer, 339 Fairview Street,  
Bloomington, IN. 47403

The Monroe County Health Department has reviewed the proposed equipment and layout plans for, **Bea's Soda Bar**, as it pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments.

The department finds the plans to be adequate based on the menu, food handling, equipment layout and the Commissary agreement between Alpha Xi Delta Beta Pi located at 1818 N. Jordan Avenue, Bloomington, and Bea's Soda Bar, provided with the plan review.

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

Respectfully,

Sandy Wallace  
Monroe Co Health Dept  
Food Protection

CC. Jason Carnes@  
City of Bloomington





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2014

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

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

<b>PRODUCER</b> Shine Insurance Agency 429 E. 3rd Street  Bloomington IN 47401		<b>CONTACT NAME:</b> McKenzie Goodrich <b>PHONE (A/C, No, Ext):</b> (812) 679-8779 <b>E-MAIL ADDRESS:</b> mckenzie@shineinsure.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> West Bend/NSI	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			To be assigned	4/25/14	4/25/15	EACH OCCURRENCE	\$ 100000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2000000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2000000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<b>UMBRELLA LIAB</b>						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR							\$
	<b>EXCESS LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Bea's Soda Bar - concessionaire

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 401 N. Morton Street  Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>McKenzie Goodrich</i>
---	---





outdoors  
EXPERIENCE

Stahl  
Biggest Deal Ever!  
599  
FREE DELIVERY  
FREE  
Nations  
Siva deal



## Board of Public Works Staff Report

---

**Project/Event:** Itinerant Merchant in right of way

**Petitioner/Representative:** Greg Martz – Haagen Dazs

**Staff Representative:** Jason Carnes

**Meeting Date:** May 16, 2014

---

Greg Martz has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food cart selling ice cream

This application is for six months.

---

Staff is supportive of the request.

**Recommend**  **Approval**  **Denial by** Jason Carnes

**RESOLUTION 2014-33**  
**Itinerant Merchant Food Vendor in Public Right of Way**  
**Greg Martz – Haagen Dazs**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Greg Martz (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for six months beginning on the day that License is issued by the City, May \_\_\_\_\_, 2014 thru November \_\_\_\_\_, 2014.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
  - a) From the north side of Country Club Road to the south side of Dodds Street;
  - b) From the north side of 2<sup>nd</sup> Street to the south side of 3<sup>rd</sup> Street; and
  - c) From the north side of 4<sup>th</sup> Street to the south side of 6<sup>th</sup> Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
  - a) City of Bloomington Farmers’ Market;

**RESOLUTION 2014-33**

- b) City of Bloomington Holiday Market;
  - c) The Taste of Bloomington;
  - d) Lotus World Music and Arts Festival;
  - e) The Fourth Street Festival;
  - f) Arts Fair on the Square;
  - g) Strawberry Festival;
  - h) Canopy of Lights;
  - i) Fourth of July Parade; and
  - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
  12. Vendor shall not locate his business 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.
  13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-33 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Greg Martz

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



Itinerant Merchant, Solicitor and Peddler License  
Application Checklist

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

**License Length and Fee Information**

Valid License:	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

**Applicant Information**

Name:	Carey Mertz	
Title:	owner	Date of Birth: 10-9-1963
Physical Address:	1102 S. Park Ave	
City, State, Zip:	Bloomington, IN	
E-Mail Address:	gmertz2003@yahoo	
Phone Number:	812-360-0334	Mobile Phone:

**Corporate Contact Information**

Name of Employer:	SALLE				
Physical Address of Employer:					
City, State, Zip:					
Phone Number of Employer:					
Employer is a:	<input checked="" type="radio"/> Firm	<input type="radio"/> Limited Liability Corporation	<input type="radio"/> Corporation	<input type="radio"/> Partnership	<input checked="" type="radio"/> Sole Proprietor

**Description of product or service to be sold and any equipment to be used  
(You may attach additional information as needed):**

Ice Cream

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

N/A

License Plate Number:

Vehicle Identification Number (VIN):

Please attach two (2) pictures of the vehicle and trailer.

**You Must Obtain the Following:**

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

**You May Need To Obtain and Provide the Following (Staff will advise):**

<input checked="" type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input type="checkbox"/>	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
<input type="checkbox"/>	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
<input type="checkbox"/>	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

**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 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.

Name (printed):	Greg Mantz
Signature:	<i>Greg Mantz</i>
Date Release Signed:	5-8-2014



## Monroe County Health Department

Monroe County, Indiana

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	338 S. Walnut Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

Tuesday, April 15, 2014

Greg Martz  
1102 S. Park Avenue  
Bloomington, IN 47401

Dear Mr. Martz:

Re: Design Review of, *Haagen Dazs*, non-motorized, mobile food cart, 1102 S. Park Avenue, Bloomington, IN 47401.

The Monroe County Health Department has reviewed the proposed equipment and layout plans for, *Haagen Dazs*, as it pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments.

The department finds the plans to be adequate based on the menu of exclusively prepackaged, frozen ice-cream novelties.

- No hand washing set up is being required as all food is pre-packaged and will not be contaminated by handling.
- No commissary is being required as no food prep, water tanks and grey water elimination is required with this particular unit. Storage and recharging of empty unit shall be done at residence. However, NO foods shall be stored at residence.
- Frozen treats will be purchased daily and will be stored inside the insulated, pre-chilled, cold-plate freezer during business hours. No frozen novelties will be stored at home.

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

Respectfully,

Sandy Wallace  
Monroe Co Health Dept  
Food Protection

Cc. Jason Carnes@  
City of Bloomington





# CERTIFICATE OF LIABILITY INSURANCE

MARTZ-1

OP ID: AE

DATE (MM/DD/YYYY)

05/05/2014

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

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

<b>PRODUCER</b> ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Allison England	<b>CONTACT NAME:</b> Allison England
	<b>PHONE (A/C, No, Ext):</b> 812-334-2400 <b>FAX (A/C, No):</b> 812-332-3646 <b>E-MAIL ADDRESS:</b> aengland@mayagency.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Indiana Insurance Companies	<b>NAIC #</b> 22659
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**      **Greg Martz**  
**Greg Martz**  
**1102 S Park Ave**  
**Bloomington, IN 47404**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		TO BE ASSIGNED	05/05/2014	05/05/2015	EACH OCCURRENCE \$ 300,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 600,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 600,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS    OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City of Bloomington is listed as Additional Insured on General Liability where required by written contract.

<b>CERTIFICATE HOLDER</b>  CITYOF3  City of Bloomington 401 N. Morton Street, Ste. 250 Bloomington, IN 47404	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



**Häagen-Dazs**

*The Finest Ice Cream in the World*

**Häagen-Dazs**



## Board of Public Works Staff Report

---

**Project/Event:** Itinerant Merchant in right of way

**Petitioner/Representative:** Andrew Olanoff – The Tamale Cart

**Staff Representative:** Jason Carnes

**Meeting Date:** May 16, 2014

---

Andrew Olanoff has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling tamales

This application is for one year.

Andrew had been previously licensed to operate a food cart, but now they are upgrading to a food truck.

---

Staff is supportive of the request.

**Recommend**  **Approval**  **Denial by** Jason Carnes

**RESOLUTION 2014-34**  
**Itinerant Merchant Food Vendor in Public Right of Way**  
**Andrew Olanoff – The Tamale Cart**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Andrew Olanoff (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City, May \_\_\_\_\_, 2014 thru May \_\_\_\_\_, 2015.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
  - a) From the north side of Country Club Road to the south side of Dodds Street;
  - b) From the north side of 2<sup>nd</sup> Street to the south side of 3<sup>rd</sup> Street; and
  - c) From the north side of 4<sup>th</sup> Street to the south side of 6<sup>th</sup> Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
  - a) City of Bloomington Farmers’ Market;
  - b) City of Bloomington Holiday Market;
  - c) The Taste of Bloomington;

**RESOLUTION 2014-34**

- d) Lotus World Music and Arts Festival;
  - e) The Fourth Street Festival;
  - f) Arts Fair on the Square;
  - g) Strawberry Festival;
  - h) Canopy of Lights;
  - i) Fourth of July Parade; and
  - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
  12. Vendor shall not locate his business 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.
  13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Charlotte Zietlow, President

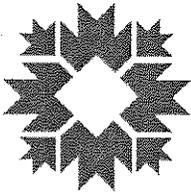
\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-34 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Andrew Olanoff

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



**CITY OF BLOOMINGTON**  
economic & sustainable development

## Itinerant Merchant, Solicitor and Peddler License Application Checklist

**City of Bloomington**  
**Department of Economic and Sustainable Development**

401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3418

### License Length and Fee Information

Valid License:	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

### Applicant Information

Name:	ANDREW OLANOFF	
Title:	CO-FOUNDER / CO-MANAGER	Date of Birth: 12/18/1989
Physical Address:	922 EAST HILLSIDE DRIVE	
City, State, Zip:	BLOOMINGTON, IN, 47401	
E-Mail Address:	ANDREW.OLANOFF@GMAIL.COM	
Phone Number:	(SAME AS MOBILE)	Mobile Phone: (973) 270-8934

### Corporate Contact Information

Name of Employer:	THE TAMALE CART LLC				
Physical Address of Employer:	7012 EAST HOLLY LANE				
City, State, Zip:	BLOOMINGTON, IN, 47401				
Phone Number of Employer:	(973) 270-8934				
Employer is a:	<input checked="" type="radio"/> Firm	<input checked="" type="radio"/> Limited Liability Corporation	<input type="radio"/> Corporation	<input checked="" type="radio"/> Partnership	<input type="radio"/> Sole Proprietor

### Description of product or service to be sold and any equipment to be used (You may attach additional information as needed):

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

BOX DELIVERY TRUCK RETROFITTED FOR FOOD TRUCK USE  
License Plate Number: TK317LVQ Vehicle Identification Number (VIN): 1G8HP32K9R3321503

Please attach two (2) pictures of the vehicle and trailer.

**You Must Obtain the Following:**

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

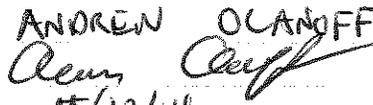
**You May Need To Obtain and Provide the Following (Staff will advise):**

<input checked="" type="checkbox"/>	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit <u>and</u> a Certified Food Handler Certificate.
<input type="checkbox"/>	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
<input type="checkbox"/>	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
<input type="checkbox"/>	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

**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 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.

Name (printed):	ANDREW OLANOFF
Signature:	
Date Release Signed:	5/12/14



# Monroe County Health Department

Monroe County, Indiana

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	338 S. Walnut Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

Friday, May 02, 2014

Andrew Olanoff  
7012 E. Holly Lane  
Bloomington, IN 47401

Dear Mr. Olanoff:

Re: Design Review of, *The Tamale Cart*, mobile food trailer, 7012 E. Holly Lane, Bloomington, IN. 47401

The Monroe County Health Department has reviewed the proposed equipment and layout plans for, *The Tamale Cart*, as it pertains to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments.

The department finds the plans to be adequate based on the menu, food handling, equipment layout and the Commissary agreement between Kilroy's Catering & Banquet Hall (KRC) located at 216 S. College Ave, Bloomington, and *The Tamale Cart*, provided with the plan review.

The Tamale Cart was originally licensed as a "pull-behind" cart, with the operators standing on the pavement beside the cart. As of May 1<sup>st</sup>, 2014, The Tamale Cart has evolved into a self-contained truck. Business will be conducted from the kitchen in the back of the unit, through the service windows, although the Commissary will still be utilized for: cooking, food prep, food storage, dish-washing, and wastewater disposal.

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

Respectfully,

Sandy Wallace  
Monroe Co Health Dept  
Food Protection

Cc. Jason Carnes@  
City of Bloomington









## Board of Public Works Staff Report

---

**Project/Event:** Itinerant Merchant in right of way

**Petitioner/Representative:** Jackie White – Gypsy Moon

**Staff Representative:** Jason Carnes

**Meeting Date:** May 16, 2014

---

Jackie White has applied to renew her Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck home style cooking

This application is for one year.

---

Staff is supportive of the request.

**Recommend**  **Approval**  **Denial by** Jason Carnes

**RESOLUTION 2014-35**  
**Itinerant Merchant Food Vendor in Public Right of Way**  
**Jackie White – Gypsy Moon**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Jackie White (“Vendor”) is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City, May \_\_\_\_\_, 2014 thru May \_\_\_\_\_, 2015.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller’s Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
  - a) From the north side of Country Club Road to the south side of Dodds Street;
  - b) From the north side of 2<sup>nd</sup> Street to the south side of 3<sup>rd</sup> Street; and
  - c) From the north side of 4<sup>th</sup> Street to the south side of 6<sup>th</sup> Street.
10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
  - a) City of Bloomington Farmers’ Market;
  - b) City of Bloomington Holiday Market;
  - c) The Taste of Bloomington;

**RESOLUTION 2014-35**

- d) Lotus World Music and Arts Festival;
  - e) The Fourth Street Festival;
  - f) Arts Fair on the Square;
  - g) Strawberry Festival;
  - h) Canopy of Lights;
  - i) Fourth of July Parade; and
  - j) Any other special events approved by the City Controller.
11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
  12. Vendor shall not locate his business 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.
  13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
James McNamara

\_\_\_\_\_  
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2014-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Jackie White

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

General Merchant, Solicitor and Peddler License  
Application Checklist

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

License Length and Fee Information:

Valid License:	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Length of License:	24 hours	72 hours	1 Calendar Week	30 Days	6 Months	1 Year
License Fee:	\$15	\$40	\$75	\$125	\$175	\$240

Applicant Information:

Name: Jackie White  
Title: Owner Date of Birth: 1/28/58  
Physical Address: 6977 S Stone Rd  
City, State, Zip: Bloomfield IN 47424  
E-Mail Address: gypsy moon truck@hotmail.com  
Phone Number: 812-863-7170 Mobile Phone: 812-381-0029

Corporate Contact Information:

Name of Employer: Gypsy Moon Food Truck  
Physical Address of Employer: 6977 S Stone Rd.  
City, State, Zip: Bloomfield IN 47424  
Phone Number of Employer: 812-863-7170  
Employer is a:  Firm  Limited Liability Corporation  Corporation  Partnership  Sole Proprietor

Description of product or service to be sold and any equipment to be used  
(You may attach additional information as needed):

Tacos  
food & drink

If applicable, a description of Motor Vehicle or Mobile Trailer to be used:

License Plate Number: 1407462 Vehicle Identification Number (VIN): 1GBHP32M8D3312513

Please attach two (2) pictures of the vehicle and trailer.

you must obtain the following:

- Proof of insurance in accordance with the limits described in Section 4.16.070 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.

you may need to obtain and provide the following (Staff will advise):

- If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit and a Certified Food Handler Certificate.
- If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
- If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
- If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

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 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.

Name (printed): Jackie White  
Signature:   
Date Release Signed: 3-10-14

# Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

GYPSY MOON  
IN

MONROE

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 MAR 25 2014

By *Thomas W. Morgan*

2014

Expires 1/31/15

This License Is Not Transferable to Another Individual or Location



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2014

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

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

<b>PRODUCER</b> Choice Insurance Agency, Inc. 1188 A St NE Linton IN 47441		<b>CONTACT NAME:</b> Kim Cox <b>PHONE (A/C, No, Ext):</b> (812) 847-3237 <b>FAX (A/C, No):</b> (812) 847-3277 <b>EMAIL ADDRESS:</b> kc_choiceins@comcast.net	
<b>INSURED</b> Gypay Moon 6977 South Stone Road Bloomfield IN 47424		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Erie Exchange Insurance	
		<b>INSURER B:</b> Erie Exchange Insurance	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDRESS INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	XXX	Q40-0460895	04/04/2014	04/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>	XXX	Q04-0530908	04/05/2014	04/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<b>DED</b> <b>RETENTION \$</b>					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				WS STATUTORY LIMITS      OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
2010 Chevrolet P30 vin # IGBHP32M8D3312513

<b>CERTIFICATE HOLDER</b> City of Bloomington 401 N Marlon Attn: Jason Carnes Bloomington, IN 47404-3729	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kim Cox</i>
--	--



## Board of Public Works Staff Report

---

**Project/Event:** Matlock Heights "Sign Toppers"

**Petitioner/Representative:** Matlock Heights Neighborhood Association

**Staff Representative:** Christina Smith

**Meeting Date:** May 16, 2014

---

Matlock Heights Neighborhood Association has applied for a Small and Simple Grant through the Housing and Neighborhood Development Department (HAND) to fund the purchase and installation of "sign toppers" for their neighborhood.

The toppers will be installed on the street name marker sign poles which will identify their neighborhood as a conservation district to residents and the community.

The neighborhood association board members have met with Mike Stinson, Assistant Superintendent Signs/Markings, and discussed the specifications and installation procedures for the "sign toppers." The toppers will not be City property and will be installed and maintained by the neighborhood association.

Staff is supportive of the request.

---

**Recommend**  **Approval**  **Denial by** Christina Smith

**RESOLUTION 2014-36**  
Neighborhood Designation Sign Toppers  
**Matlock Heights Conservation District**

WHEREAS, the Matlock Heights Neighborhood Association has applied for grant money through the City's Housing and Neighborhood Development Department, to assist in paying for neighborhood designation signs ("toppers") to be placed on street name markers in their conservation district and

WHEREAS, the City has allowed "toppers" on public property in other neighborhoods and have found the neighborhood identification desirable and beneficial to the general public; and

NOW, THEREFORE, BE IT RESOLVED That the Board of Public Works of the City of Bloomington agrees that "toppers" may be installed on street name markers in the Matlock Heights Conservation District as long as the City agrees that the "toppers" are not unattractive and as long as they do not interfere with maintenance of City property or for any other reason that the City finds them to be undesirable, and that "toppers" are not the responsibility of the City and will not be replaced at the expense of the City if they are lost, stolen or damaged.

By this Resolution, the Board of Public Works agrees that "toppers" may be installed on all street name marker poles in the Matlock Heights Conservation District.

By signing this agreement on behalf of the Matlock Heights Neighborhood Association, \_\_\_\_\_, agrees for the Neighborhood Association that specifications for the "toppers" will be approved by the City of Bloomington Assistant Superintendent Signs/Markings prior to placing the order for manufacturing of the "toppers".

BOARD OF PUBLIC WORKS:

MATLOCK HEIGHTS  
NEIGHBORHOOD ASSOCIATION

\_\_\_\_\_  
Charlotte Zietlow, President

\_\_\_\_\_  
signature

\_\_\_\_\_  
Beth Hollingsworth

\_\_\_\_\_  
printed name

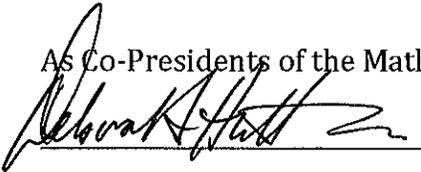
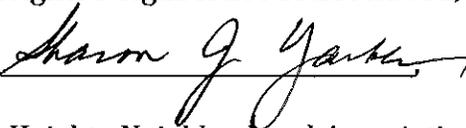
\_\_\_\_\_  
Dr. Frank N. Hrisomalos

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

May 6, 2014

To The Board of Public Works, City of Bloomington

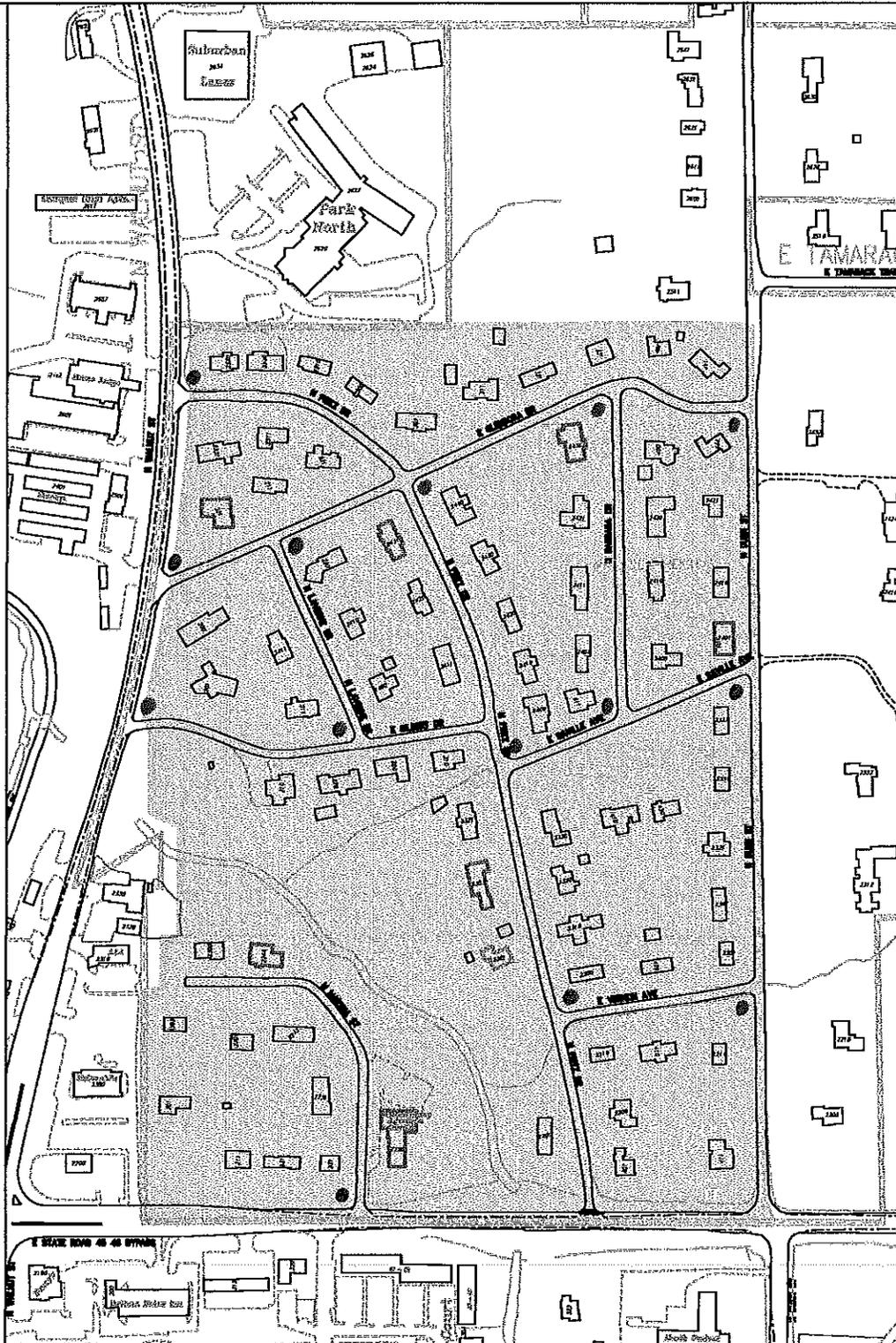
As Co-Presidents of the Matlock Heights Neighborhood Association,

 and 

we agree on behalf of the Matlock Heights Neighborhood Association

to install and maintain sign toppers on street name marker poles in the Matlock

Heights Conservation District once approval is given by your department.

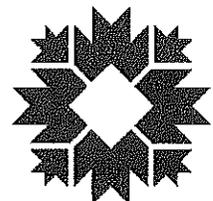
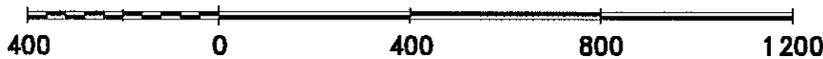


**Matlock Heights Conservation District**

**LOCATIONS OF STREET SIGNS ●**

**City of Bloomington  
Housing & Neighborhood**

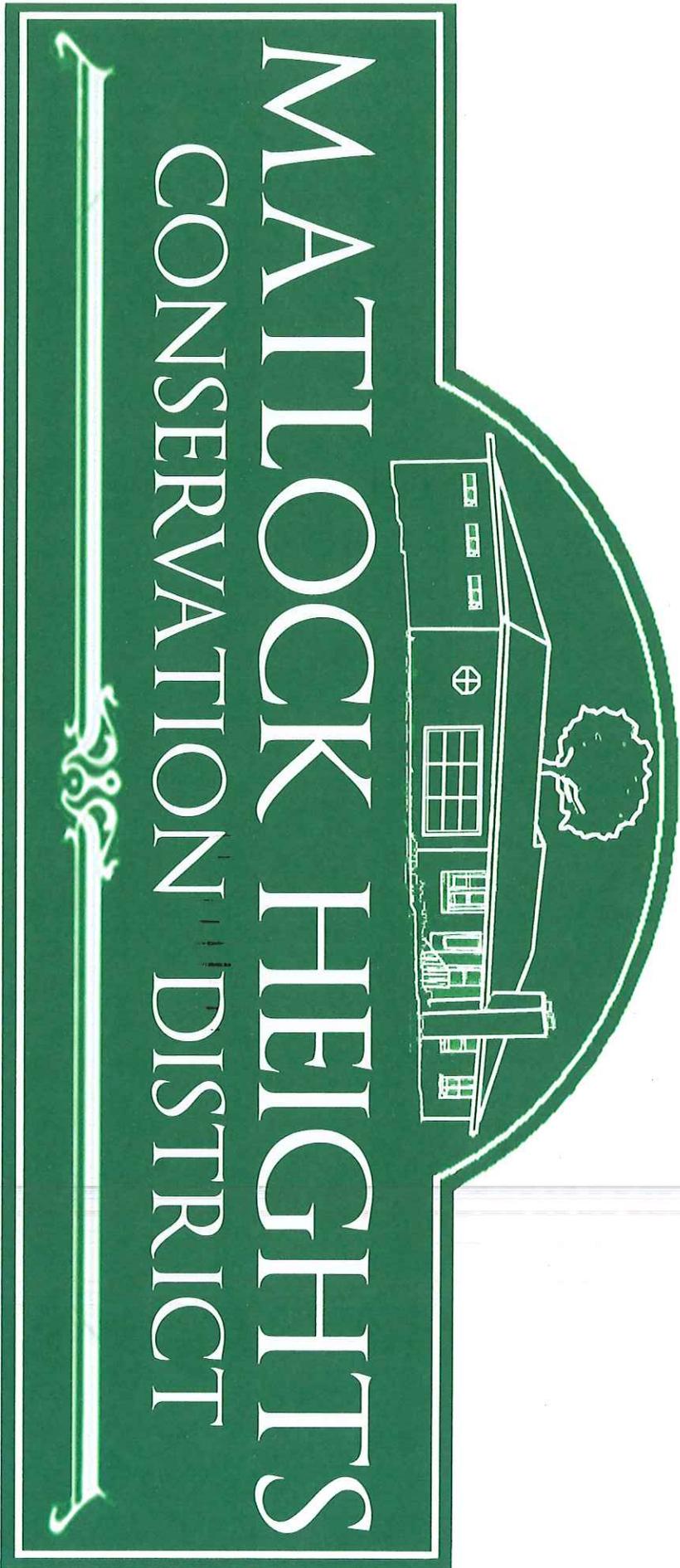
By: winklec  
19 Nov 12



Scale: 1" = 400'

For reference only; map information NOT warranted.





15"

6.25"

## Documentation of Support for Sign Topper Installation/Grant:

April 7, 2014:

At the Matlock Heights Neighborhood Association (MHNA) Annual Meeting on April 7, 2014, Item VIII on the agenda was HAND grants for street signs. It was discussed and the consensus was, with no objections, that a committee should be formed to pursue the application for a Small and Simple Grant through HAND to purchase street sign toppers to identify the neighborhood to residents and the wider community.

April 10, 2014:

Christie Bowman, newly elected co-secretary of the Association, contacted Vickie Provine at HAND via email to set up an appointment to meet with the committee to discuss the application requirements. After several emails and phone conversations, the meeting was set for April 23, 2014.

April 15, 2014:

Christie Bowman sent an email to all neighbors on Nextdoor Matlock Heights, our neighborhood website which currently has approximately 40 members participating, informing them of the upcoming meeting with Vickie and inviting anyone interested to join with the officers and be a part of the sign topper committee.

April 23, 2014:

Co-President Sharon Yarber, Co-Vice President Steven Bangs, Co-secretaries Christie and Charlie Bowman, and Member –At-Large (past secretary) Carol Darling met with Vickie Provine to learn specifics about the grant process, deadlines, etc.

Vickie gave our committee contact info for Christina Smith, with Public Works, and Mike Stinson, with the Street Department, and Christie contacted them via email to set up meetings with them as we moved forward in the application process.

Steven began contacting sign companies for bids for the project.

April 29, 2014:

Sharon Yarber, and Christie and Charlie Bowman met with Christina Smith and Rick Alexander about the Public Works Department's requirements in order to get a Department resolution endorsing our sign topper request. We were told the deadline to get info to Public Works was May 12.

We then met with Mike Stinson at the Street Department offices. He showed us sample signs from other neighborhoods and discussed the specifications and installation procedures for sign toppers.

May 7, 2014:

Members of the sign topper committee met to review and revise documents needed for the packet that will be submitted to Public Works Department on Monday, May 12, in time to be included on the May 20 meeting agenda of the Public Works Board. Design for the sign was revised based on feedback from Matlock Heights neighbors wanting to include the phrase "Conservation District" on the sign toppers. Members will continue to work on budget pages and other portions of the HAND grant application.

Staff Report  
Executive Management Services, Inc  
Contract Renewal, Request  
May 01, 2014

The current contract between the City of Bloomington and Executive Management Services Inc. (EMS) has been enforce since February 2011 and expire February 21, 2014.

This staff report is to recommend that this contract, with changes noted, be approved to extend through December 2015.

Staff has been very pleased with the way EMS has executed their current contractual obligations from February, 2011 until the present time. This includes not only the overall completion and attention to details of the daily cleaning of the buildings, but the overall completion of all aspects of the contract. They in addition to completing daily cleaning requirements EMS also completes and maintains all documentation that is required to maintain City Halls LEED certifications and Green Cleaning Program.

EMS is very sensitive about the employee's they hire. These employees are very experienced with the LEED and Green Cleaning procedures, reporting and record keeping. While EMS is a company based in Indianapolis, they also make every attempt to hire only qualified local people to fill the positions here in the Bloomington area. EMS and their are always eager to complete any additional tasks outside the scope of their contractual obligations and often at no additional charge. Some examples of this would be; additional waxing of hard surface floors, special requests by employee's on how their areas are cleaned, minor repairs to building systems and separating the trash from recycling. The EMS staff is always very polite and courteous to all the City employees and quick to honor any additional requests asked of them.

EMS has a very extensive check and balance system to ensure all areas of the contract are being completed. Example; they have a Quality Control Staff that conducts unannounced inspections at all facilities, usually once every month, to ensure the staff is maintaining the level of cleaning required by our high expectations. Before any purchases are made they are reviewed with the Operations and Facility Director for approval before they are ordered. They provide the city with complete and very detailed reports we may request. EMS staff are always available for meetings requested by the city and are very prompt with getting us information.

When any problems do arise (and they have been very few) they are dealt with quickly and resolved.

It is for the reasons listed above it is my recommendation that we award the contract again to EMS through December 2015.

Barry J. Collins,  
Operations and Facilities Director.

**PROJECT NAME: CUSTODIAL MAINTENANCE & JANITORIAL SERVICES**

**AGREEMENT FOR CUSTODIAL MAINTENANCE & JANITORIAL SERVICES**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Bloomington Department of Public Works (hereinafter referred to as the "Department"), and Executive Management Services, Inc. (EMS), (hereinafter referred to as "Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 North Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4<sup>th</sup> Street Garage and Fountain Square Market Area on the City Square), and 1981 South Henderson Street (Street Department); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

**Article 1. Scope of Services:** Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barry Collins, Facilities and Operations Director.

**Article 2. Standard of Care:** Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession. The Department shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Department shall not unreasonably withhold its approval as to the adequacy of such performance. If the Contractor's performance does not meet the approval of the department, the Department may avail itself of its termination rights in Article 8.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such

information as expeditiously as is 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 shall designate who is authorized to act on its behalf with respect to this Agreement.

**Article 4. Term of Agreement:**

**Initial Term:** This Agreement shall begin on March 1, 2014, and terminate on December 31, 2015, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

**Renewal Term:** Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement for a one (1) year renewal term ("Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Renewal Term. The Department or its designee will notify Contractor of its intention to exercise the option to extend this Agreement at least ninety (90) days prior to the end of the initial term and any renewal term.

**Article 5. Compensation:** Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement through calendar year 2015, including fees and expenses, for the Services shall not exceed the amount of **Two Hundred Eighty-Nine Thousand, Nine Hundred Ninety-Eight Dollars and No Cents (\$289,998.00)**. The total compensation paid under this Agreement from March 2014 through December 2014 shall not exceed the amount of One Hundred Thirty Thousand, Seven Hundred Seventy Dollars and No Cents (\$130,770.00). The total compensation paid under this Agreement for 2015 shall not exceed the amount of One Hundred Fifty-Nine Thousand, Two Hundred Twenty-Eight Dollars and No Cents (\$159,228.00). These compensation sums includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made 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 Department or the Department's designated representative prior to such work being performed, or expenses incurred. The Department 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.

**Article 6. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

**Article 7. Schedule:** Contractor shall perform the Services according to the schedule set forth in Exhibit C, 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 8. 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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The 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 the Contractor's compensation and the schedule of services.

**Article 9. Independent Contractor Status:** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

**Article 10. Indemnification:** To the fullest extent permitted by law, 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 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 Contractor or Contractor's officers, directors, partners, employees, or sub-contractors in the performance of services under this Agreement.

**Article 11. Insurance:** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- 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 Department, 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.

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

**Article 12. 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 required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 13. 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 14. 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 15. Assignment:** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department'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 16. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

**Article 17. 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 18. 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 employment.

**Article 19. 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. When appropriate, Contractor shall advise Department 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, 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. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this contract.

**Article 20. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

City of Bloomington  
Department of Public Works  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47404

Contractor:

Bev Sickmeier  
Executive Management Services, Inc.  
8071 Knue Road., P.O. Box 501818  
Indianapolis, IN 46250  
\*\*Copy to Erik D. Bigelow (Corporate Counsel)

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

**Article 21. Intent to be Bound:** The Department and the Contractor 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 22. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

**Article 23. Verification of New Employee' Employment Status:** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit D, 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 8U.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 Commission obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized

alien, the Commission shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) 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) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Contractor. If the Commission terminated the Agreement, the Contractor or its subcontractor is liable to the Commission 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 Commission.

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

**Article 24. No Investment in Iran:** Contractor is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor is not engaged in said investment activities.

Exhibit E 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.

**City of Bloomington**

Department of Public Works

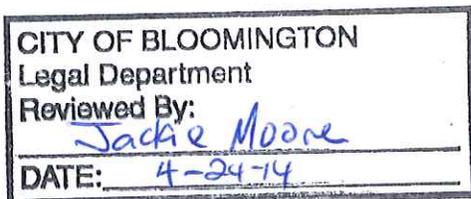
By: \_\_\_\_\_  
Susie Johnson, Director

By: \_\_\_\_\_  
Mark Kruzan, Mayor

**Contractor**

Executive Management Services, Inc.

By: \_\_\_\_\_  
Beverly A. Sickmeier, Contract Manager



## EXHIBIT A

### SCOPE OF SERVICES

1. Provide custodial/janitorial services to the following locations:
  - a. Showers City Hall, 5 days a week, Monday through Friday;
  - b. Fleet Maintenance Garage, 3 days a week, Monday, Wednesday and Friday;
  - c. Sanitation Garage, 3 days a week, Monday, Wednesday and Friday;
  - d. 4<sup>th</sup> Street Garage, 3 days a week, Monday, Wednesday and Friday; and
  - e. Street Department, 3 days a week, Monday, Wednesday and Friday.
2. Cleaning Specifications shall be completed as outlined under the heading "Cleaning Specifications" and as detailed in the "Work Load Development Detail" provided by the Contractor for each site. The Cleaning Specifications and Work Load Development Detail are attached hereto and incorporated herein as Exhibit A-1.
3. Contractor shall be responsible for the security for all structures in which services are performed as outlined under the heading "Security". The security provisions are attached hereto and incorporated herein as Exhibit A-2.
4. Contractor shall establish cleaning procedures/methods which include energy conservation measures for lighting. Only those lights necessary for cleaning in the areas where Contractor's employees are working shall be illuminated. All lights shall be turned off, with the exception of night lights which will be determined by the Facilities Coordinator, upon completion of cleaning operations in the area. **All areas shall be double-checked at end of shift.**
5. Special or additional requests for services shall be approved by all parties prior to any such requests being completed.
6. Contractor shall maintain all records as they pertain to Green Cleaning, LEED required data, OSHA documents and MSDS data sheets. Contractor shall comply with its Green ~ n~ Clean Procedures & Instructions which are attached hereto and incorporated herein as Exhibit A-3.

## CLEANING SPECIFICATIONS

It is the intent of the City of Bloomington Public Works Department that all facilities are to be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the Contractor.

### A. Restroom/Employee Shower Areas Cleaning

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.

2. Restroom cleaning shall include but not limited to: sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, partitions, push and kick plates, entry/exit doors and louvers, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces. Machine scrub/buff all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning

and disinfecting all surfaces. All waste receptacles must be emptied, cleaned washed or wiped and disinfected. New bags will be provided and must be changed daily.

3. **Restocking:** Restroom cleaning shall also include restocking paper towels, soap, toilet paper, seat covers, and other expendable supplies. All rolls and dispensers must be filled and trash receptacles must be emptied and supplied with new bags daily. Open paper products will not be set on backs of toilets, sinks, or trash cans.

## B. Floors

1. **Sweeping:** Sweeping shall include removing all trash, dirt, gum and foreign matter from all interior floor surfaces, interior walkways. None of the above items shall be left in corners, under furniture or behind doors. (daily)

2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. (daily)

3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt. (2 times a years or as requested)

4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks. (2 times a year or as requested)

5. **Waxing Floors:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.

6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. Floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and appearance consistent in all areas. (monthly or as requested)

7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and upholstered furniture. Carpets, rugs and furniture shall be clean and free from dust balls, dirt, and other debris. Light furniture shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable. (daily)

8. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas. (daily or as requested)

9. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extracting. Utilizing a method suitable for the type of carpet or rug, remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. (2 times a year or as requested)

10. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots. (2 times a year or as requested)

11. **Cleaning Polished Concrete/Terrazzo Floors:** Sweep floors with dust mop or fine bristle broom to remove surface debris. Use approved cleaners using and cleaning methods. Re-polish the floor with approved Cleaning Systems as necessary to maintain a high gloss appearance. Floor must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

### C. General Cleaning

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door grilles, door frames, window frames, window sills, walls and metal partitions. Damp wipe and clean wall surfaces when needed. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading. (daily)

2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but not limited to desks, bookcases, pictures, rails, window ledges, chair rungs, table legs, air distribution units, alarm boxes, fire extinguishers and other furniture and flat surfaces. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or cobwebs left on dusted surfaces. (weekly)

3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or cobwebs left on dusted surfaces. (monthly)

4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish wood baseboards, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots. (monthly)

5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material. Wipe down all surfaces with a disinfectant. (daily)

6. **Metal Cleaning and Polishing:** Clean all chrome, brass and metal items with a material suitable for cleaning. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime. (daily)

7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.

8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by Contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy or streaked.

9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds:** Clean all Venetian blinds. Blinds must be free of dirt, dust and grime. (daily)

10. **Reports of Damages:** Contractor shall report any maintenance issues or damages to surfaces, electrical systems, plumbing systems, security system, fire alarms systems or any other areas to the Facilities Coordinator when they are found. (daily)

#### D. Waste Removal

1. **Trash Removal:** Empty all trash and waste receptacles in offices, restrooms, conference rooms, work rooms and take to designated areas. Receptacles used for the collection of food remnants shall be washed, cleaned and plastic liners replaced on a daily basis. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.

2. **Recycling Program:** The successful Contractor will work with the City to assure recycling goals are met. This will include emptying recycling bins once a week, or as needed and place recyclables in the designated areas.

#### E. Break Room/Kitchens/Employee Exercise Areas Cleaning

Empty all trash and waste receptacles in break room. Replace all waste can liners daily. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floors as least 2 times a year or as needed. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper supplies such as towel dispensers and drinking cups.

F. Special Areas

Janitor Closets: All janitor closets must be kept clean at all times. Janitor closets cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials.

# Work Load Specifications

City Hall  
City Of Bloomington

02/03/14

Description	Service Days
<b>Area: Entry/ Lobby Area</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Vacuum walk-off mats.	260 x /Yr
Dust mop all hard surface floors with treated dust mop.	260 x /Yr
Clean both sides of all glass doors.	260 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust ledges and window sills.	104 x /Yr
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	104 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	3 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Office Area</b>	
Dust and spot clean all furniture, fixtures, equipment and accessories.	260 x /Yr
Spot clean all walls, light switches and doors.	260 x /Yr
Remove recyclable materials from the central area and take them to the central point.	260 x /Yr
Using approved spotter, spot clean carpeted area.	260 x /Yr
Dust mop all hard surface floors with treated dust mop.	260 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	260 x /Yr
Spot vacuum to remove visible soil.	208 x /Yr
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	208 x /Yr
Fully vacuum all carpets from wall to wall.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Damp Mop Entire Area.	52 x /Yr
Vacuum All Fabric Furniture.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	3 x /Yr
Hot water extract carpeting using high pressure extraction equipment.	2 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Office Area</b>	

Description	Service Days
<b>Area: Conference Area</b>	
Dust and spot clean all furniture, fixtures, equipment and accessories.	260 x /Yr
Spot clean all walls, light switches and doors.	260 x /Yr
Using approved spotter, spot clean carpeted area.	260 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	260 x /Yr
Spot vacuum to remove visible soil.	208 x /Yr
Dust ledges and window sills.	104 x /Yr
Fully vacuum all carpets from wall to wall.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Vacuum All Fabric Furniture.	12 x /Yr
Hot water extract carpeting using high pressure extraction equipment.	2 x /Yr
Shampoo fabric upholstered chair.	1 x /Yr

Description	Service Days
<b>Area: Copy Rooms</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Remove recyclable materials from the central area and take them to the central point.	260 x /Yr
Dust mop all hard surface floors with treated dust mop.	260 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	260 x /Yr
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	208 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Damp Mop Entire Area.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Vacuum All Fabric Furniture.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Common Area</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Remove recyclable materials from the central area and take them to the central point.	260 x /Yr
Using approved spotter, spot clean carpeted area.	260 x /Yr

<b>Description</b>	<b>Service Days</b>
<b>Area: Common Area</b>	
Dust mop all hard surface floors with treated dust mop.	260 x /Yr
Spot vacuum to remove visible soil.	208 x /Yr
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	208 x /Yr
Dust ledges and window sills.	104 x /Yr
Fully vacuum all carpets from wall to wall.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Damp Mop Entire Area.	52 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	3 x /Yr
Hot water extract carpeting using high pressure extraction equipment.	2 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

<b>Description</b>	<b>Service Days</b>
<b>Area: Break Room Area</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Clean and sanitize all sinks and wipe dry.	260 x /Yr
Remove recyclable materials from the central area and take them to the central point.	260 x /Yr
Damp clean and sanitize table tops.	260 x /Yr
Spot clean backs and seats of chairs.	260 x /Yr
Damp clean interior and exterior of microwave oven.	260 x /Yr
Dust mop all hard surface floors with treated dust mop.	260 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	260 x /Yr
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	208 x /Yr
Clean refrigerator, and empty contents at customer request.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Damp Mop Entire Area.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

<b>Description</b>	<b>Service Days</b>
<b>Area: Stairs/ Elevator</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Using approved spotter, spot clean carpeted area.	260 x /Yr

Description	Service Days
<b>Area: Stairs/ Elevator</b>	
Completely clean and vacuum carpeted elevator.	260 x /Yr
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	156 x /Yr
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	104 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Clean And Polish Metal Elevator Threshold Plates.	52 x /Yr
Hot water extract carpeting using high pressure extraction equipment.	2 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Restroom Area</b>	
Spot clean all walls, light switches and doors.	260 x /Yr
Clean and sanitize all restroom fixtures, clean mirrors, wipe all counters, refill dispensers, empty trash, damp mop.	260 x /Yr
Fully Clean All Showers.	260 x /Yr
Wash all restroom partitions on both sides.	52 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Machine scrub floors using germicidal detergent.	12 x /Yr
Dust and clean all return air vents.	12 x /Yr

# Work Load Specifications

Sanitation Dept.  
City Of Bloomington

02/03/14

Description	Service Days
<b>Area: Office Area</b>	
Dust and spot clean all furniture, fixtures, equipment and accessories.	156 x /Yr
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Common Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Break Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Clean and sanitize all sinks and wipe dry.	156 x /Yr
Damp clean and sanitize table tops.	156 x /Yr
Damp clean interior and exterior of microwave oven.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr

Description	Service Days
<i>Area: Break Area</i>	
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<i>Area: Restroom Area</i>	
Spot clean all walls, light switches and doors.	156 x /Yr
Clean and sanitize all restroom fixtures, clean mirrors, wipe all counters, refill dispensers, empty trash, damp mop.	156 x /Yr
Wash all restroom partitions on both sides.	156 x /Yr
Fully Clean All Showers.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust and clean all return air vents.	12 x /Yr

# Work Load Specifications

Street Dept.

City Of Bloomington

02/03/14

Description	Service Days
<b>Area: Office Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr

Description	Service Days
<b>Area: Common Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Break Room Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Clean and sanitize all sinks and wipe dry.	156 x /Yr
Damp clean and sanitize table tops.	156 x /Yr
Damp clean interior and exterior of microwave oven.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Clean refrigerator, and empty contents at customer request.	12 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr

Description	Service Days
<b>Area: Break Room Area</b>	
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Restroom Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Clean and sanitize all restroom fixtures, clean mirrors, wipe all counters, refill dispensers, empty trash, damp mop.	156 x /Yr
Fully Clean All Showers.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Dust and clean all return air vents.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

# Work Load Specifications

Fleet Maintenance  
City Of Bloomington

02/03/14

Description	Service Days
<b>Area: Office Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Empty All Trash Receptacles And Replace Liners As Necessary.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr

Description	Service Days
<b>Area: Common Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All High Reach Areas.	52 x /Yr
Using a high speed floor machine spray buff all hard surface areas.	12 x /Yr
Machine scrub hard surface floor and apply one coat of polish.	1 x /Yr
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	1 x /Yr

Description	Service Days
<b>Area: Restroom Area</b>	
Spot clean all walls, light switches and doors.	156 x /Yr
Clean and sanitize all restroom fixtures, clean mirrors, wipe all counters, refill dispensers, empty trash, damp mop.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust and clean all return air vents.	12 x /Yr

---

---

# Work Load Specifications

4th & Walnut Parking Garage

City Of Bloomington

---

---

02/03/14

Description	Service Days
<i>Area: Sky Walk</i>	
Spot clean all walls, light switches and doors.	156 x /Yr
Dust mop all hard surface floors with treated dust mop.	156 x /Yr
Damp Mop Entire Area.	156 x /Yr
Dust All Low Reach Areas.	52 x /Yr
Dust All Hlgh Reach Areas.	52 x /Yr

---

## SECURITY

Contractor shall be responsible for use of all keys and security cards issued to him. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key/card in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured.

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, computers or tamper with other personal or city property.

Any lost keys or security cards should be promptly reported to the Facilities Coordinator.

Contracted personnel will be issued a temporary ID badge, which shall be worn in a clearly visible manner at all times when working in City facilities. This badge will also be used in conjunction with a security card reader to gain access to secured areas of the facility. Contracted personnel shall wear apparel indicating the contractors business name, logos, and shall be professional in nature.



**Green ~n~ Clean**  
**Procedures & Instructions**

## Table of Contents

<b>1</b>	<b>Scope</b>	<b>3</b>
<b>2</b>	<b>Definitions</b>	<b>3</b>
<b>3</b>	<b>Planning Requirements</b>	<b>4</b>
	3A Standard Operating Procedures	4
	3B Building-Specific Green Cleaning Plan	4
	3C Powered Equipment Use/Maintenance Plan	5
<b>4</b>	<b>Requirements for Products, Supplies, and Equipment</b>	<b>7</b>
	4A Environmentally Preferable Cleaning Products and Supplies	7
	4B Powered Cleaning Equipment	7
<b>5</b>	<b>Cleaning Procedure Requirements</b>	<b>8</b>
	5A Reducing Chemical Waste/Efficient Use of Chemicals	8
	5B Reducing Solid Waste	8
	5C Vacuum Use/Maintenance	9
	5D Entryways	9
	5E Floor Care	9
	5F Disinfection	12
	5G Restroom Care	12
	5H Dining Areas and Break Rooms	12
	5I Trash Collection and Recycling	13
	5J Indoor Plants	14
	5K Vulnerable Populations	14
<b>6</b>	<b>Communications Requirements</b>	<b>15</b>
<b>7</b>	<b>Training Requirements</b>	<b>16</b>

# Executive Management Service's Green Cleaning Program

## 1. SCOPE

EMS is dedicated to create a green cleaning program that protects human health and the Environment. For the purposes of this standard, green cleaning encompasses all indoor activities typically required to clean commercial, public, educational and industrial buildings. Maintenance of exterior areas such as parking lots, grounds, or picnic areas is excluded from the standard, with the exception of areas directly outside building entryways.

## 2. DEFINITIONS

EMS provides the following definitions to further clarify our Green Clean program.

**Client:** The organization or entity contracting for the professional services of a cleaning provider or, alternatively, the client of an in-house operation.

**Concentrate:** A product that must be substantially diluted with water to form the appropriate solution for use (typically at least 1:8, or as appropriate for the particular product category).

**Disinfect:** A process for hard inanimate surfaces undertaken to destroy or irreversibly inactivate infectious fungi and bacteria, but not necessarily their spores.

**Environmentally Preferable Product:** We have selected the Betco line of products to use as part of our Green Clean program.

**Sanitize:** A process intended to reduce, but not necessarily eliminate, microorganisms from the inanimate environment to levels considered safe as determined by public health codes or regulations.

**Vulnerable Populations:** Vulnerable populations represent people who are more susceptible than the general population to chemicals and products that might pose a risk to human health. These populations include but are not limited to children, pregnant women, the elderly and infirm, people sensitive to chemical exposures (e.g., fragrances), and other occupants, customers, or employees that may have a higher susceptibility to cleaning operations.

### **3. PLANNING REQUIREMENTS**

#### **A.) Standard Operating Procedure**

EMS has established this set of written guidelines or Standard Operating Procedures (SOPs) that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs, and reporting and record keeping procedures. These guidelines shall be made available to all cleaning personnel and clients. This SOP shall be reviewed for possible revisions on an annual basis.

#### **B.) Building-Specific Green Cleaning Plan**

EMS has in place a SOP, which describes the methods by which a facility is cleaned effectively while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan shall:

- 1.) Define a comprehensive communications plan as established with the client. The plan shall describe procedures for cleaning personnel to communicate with building management and occupants, as well as a system for providing feedback from building management and occupants.
  
- 2.) Develop and implement a floor maintenance plan, consistent with manufacturers' maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.
  
- 3.) Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans.
  - Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.
  
  - Schedule of cleaning operations shall be reviewed at a minimum of twice per year and adjusted as needed in response to the changing needs of the building and its occupants.

4.) Provide a detailed description of how green-cleaning operations shall address:

- Cleaning procedure requirements for such special areas as high-traffic areas, dining and food preparation areas, laboratories, and entryways.
- Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
- Vulnerable populations such as children, asthmatics, and pregnant women [see Sections 5-K and 6-A-7].
- Indoor sources of contaminants or pollution, both temporary and permanent, such as building renovations, indoor plants, and new carpet installations.
- Special requirements for operations involving potentially hazardous materials such as the maintenance of floors containing asbestos or compliance with OSHA Bloodborne Pathogens Standards.
- Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
- Seasonal or periodic conditions and periods of increased or decreased use (e.g., school vacation closures).
- Requirements of the building Integrated Pest Management System.
- Special cleaning requirements or conditions that may affect the frequency of cleaning or negatively impact human health or the environment.

#### **C.) Green Powered Equipment Use/ Maintenance Plan**

EMS will maintain a plan for the use of powered janitorial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact.

- Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.

- Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 70 dBA.
- Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

#### **4. REQUIREMENTS FOR PRODUCTS, SUPPLIES, AND EQUIPMENT**

##### **A.) Environmentally Preferable Cleaning Products and Supplies**

1.) EMS currently uses Betco Green Cleaning products in the following categories:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners.
- Floor finishes and floor strippers.
- Foaming or liquid hand soap.
- Toilet tissue and facial tissue with recycled content.
- Paper towels and napkins with recycled content.

2.) Plastic trashcan liners shall contain a minimum of 10% post-consumer recycled content.

##### **B.) Powered Cleaning Equipment**

All new, powered janitorial equipment purchased in this category shall meet the criteria listed in Section 3-C. These products include powered floor scrubbers, burnishers, steam extractors, vacuum cleaners, and power washers, and other powered cleaning equipment.

## **5. CLEANING PROCEDURE REQUIREMENTS**

### **A.) Reducing Chemical Waste and Efficient Use of Chemicals**

EMS will train their employee's to:

- 1.) Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.
- 2.) Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.
- 3.) Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.
- 4.) Train workers in the safe and effective use of all relevant chemical cleaning products.
- 5.) Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
- 6.) Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
- 7.) Prevent other building areas from being adversely affected.
- 8.) Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

### **B.) Reducing Solid Waste**

In an effort to reduce solid waste, EMS will:

- 1.) Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.
- 2.) Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths,

and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.

3.) Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.

### **C.) Vacuum Use/Maintenance**

1.) Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.

2.) Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

3.) Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

### **D.) Entryways**

1.) Keep outside entryways clean and free of debris through daily cleaning.

2.) While working with Property Management or Facilities Manager, ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meets the following requirements: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting, for an overall total of 12-20 feet of matting for every entry point to the building.

3.) Vacuum matting daily or more frequently, if required (e.g., high traffic areas) to prevent migration of contaminants into the building.

### **E.) Floor Care**

Floor care operations covered under the Standard include those for hard floors (e.g., resilient flooring) and carpets.

#### **1.) Hard Floor Maintenance**

a.) For routine hard floor maintenance:

Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reusable/cleanable collection

heads or equivalent. Hard floors shall be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for cleaning shall be:

- Daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Scheduled, as appropriate, to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

b.) For periodic maintenance of hard floors:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice shall be established by building management.
- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or auto-scrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

c.) For restorative maintenance of floors:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.

- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with EMS.

## 2.) Carpet Maintenance

### a.) Routine carpet maintenance criteria include the following:

Carpets shall be vacuumed on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming shall be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

b.) Periodic light carpet cleaning is necessary to maintain carpeted floors. Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning:

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice shall be established by building management in consultation with the Cleaning Service Provider.
- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- Schedule carpet extraction to coincide with a period of minimum building occupancy.

#### **F.) Disinfection**

For cleaning operations that involve disinfection:

- 1.) Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, and bathroom faucets. Use disinfectants only where required.
- 2.) Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.
- 3.) When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

#### **G.) Restroom Care**

The following requirements apply:

- 1.) Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.
- 2.) Daily clean and disinfect surfaces touched by hands (e.g., door knobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.
- 3.) Control and remove standing moisture from floor and bathroom surfaces in a timely manner.
- 4.) Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, shall not be used to clean any other areas of the building. Specific situations where it is more efficient and sanitary to clean otherwise are exempt, such as hospital patient rooms with restrooms.
- 5.) Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.
- 6.) Fill all drain traps on a regular basis.

#### **H.) Dining Areas and Break Rooms**

Requirements for the cleaning of dining areas and break rooms shall include the following:

- 1.) Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.
- 2.) Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, and cafeteria lines).
- 3.) Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.

#### **I.) Trash Collection and Recycling**

1.) Waste containers in food areas are addressed in Section 5-H and restrooms are addressed in Section 5 G. Trash collection criteria for other areas include the following:

- a.) Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.
- b.) Dispose of trash in external, covered containers away from the immediate exterior of the building.

2.) In those situations where building management has implemented a recycling program, EMS shall play a supporting role by conducting the following activities:

- a.) Mark recycling stations clearly; stations shall be accessible to building occupants.
- b.) Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.
- c.) Inspect and clean recycling areas daily, including collection containers. Collect soda and other beverage containers weekly or more frequently as required.
- d.) Work with building management to determine the following:
  - Procedures for rinsing and separation of recyclables.
  - Location and procedures for collecting recyclables.
  - Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content.

### **J.) Indoor Plants**

Maintenance of indoor plants shall include the following:

- Collect and dispose of plant debris, such as fallen leaves and flower petals.
- Ensure that plants are not in direct contact with carpet.
- Move plants away from HVAC vents.

In the event that indoor plant care is not the responsibility of the EMS, then EMS shall notify building management of situations where indoor plants are interfering with or compromising cleaning such as instances not in compliance with the above-listed criteria.

### **K.) Vulnerable Populations**

In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population.

- 1.) Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process.
- 2.) Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals.
- 3.) Use cleaning chemicals in areas only where sufficient ventilation is present to allow chemicals to dissipate before the area becomes repopulated. Provide additional ventilation through the use of blowers to enhance the rate of chemical dissipation.
- 4.) Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations.

## **6. COMMUNICATIONS REQUIREMENTS**

To ensure the success of the Building Specific Green Cleaning Plan, EMS must have a communications strategy with regard to cleaning personnel and facility managers. The communications plan shall be developed in conjunction with building owners, facility managers, and building occupants.

### **A.) EMS shall:**

- 1.)** Provide employees with proper initial, on-site, or site-specific and annual in-service training. Training shall be done in a manner that respects any unique needs of the employee, such as limited English proficiency, physical challenges, or learning disabilities.
- 2.)** Ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services.
- 3.)** Communicate to the management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations.
- 4.)** Provide materials to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).
- 5.)** Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It also shall include the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.
- 6.)** Provide product MSDSs in a timely manner upon request.
- 7.)** Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

## 7. TRAINING REQUIREMENTS

All cleaning personnel shall be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures.

A.) Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.

B.) As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by EMS and their personnel.

C.) Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned. Site-specific training shall cover:

- Facility specific cleaning plan.
- Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Green Cleaning Plan.
- Hazardous communication standards.

D.) All employees shall receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon in-service training, continuing education, and/or professional development opportunities on an annual basis. EMS management/supervisors shall have at least 24 hours of in-service training and/or education on an annual basis.

E.) Records of training shall be maintained on each employee for all training specified within this Standard. The documentation shall include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records shall be retained for two years from their hiring date; records shall be retained for one year for former employees.

## 8. PRODUCTS

EMS is proud to use the Betco line of "Green Earth" products in our Green Clean Program.

### **Floor Products:**

- Green Earth Floor Finish – For use on all types of resilient flooring .
- Green Earth Floor Stripper – For use to remove Green Earth Floor Finish
- Green Earth Carpet Pre-spray and Spotter –This product both cleans and brightens carpets.
- Green Earth Daily Floor Cleaner – For use on maintaining high gloss on finished floors..
- Green Earth Daily Disinfectant Cleaner – For use as a broad spectrum disinfectant for finished and non-finished floors.
- Green Earth Natural All Purpose Cleaner – For daily use on any hard surface.

### **Cleaners and Degreasers:**

- Green Earth Glass Cleaner – Ideal for all glass and mirrors.
- Green Earth Peroxide Cleaner – For use on showers, tubs, ceramic tile, chrome, floors and carpets.
- Green Earth Natural Degreaser – For use on removing the toughest greases and oils.

### **Ready To Use Products (RTU)**

- Green Earth RTU Degreaser -- For use on stubborn grease and oil stains.
- Green Earth RTU Peroxide Cleaner - For use on showers, tubs, ceramic tile, chrome, floors and carpets.
- Green Earth RTU Carpet Spotter –This product works on removing trouble-spots from carpets.
- Green Earth RTU Restroom Cleaner – For use in showers, bath tubs and toilets.

**EXHIBIT B**

**FEES**

The total compensation for this twenty-two month Agreement, including any and all fees and expenses, shall not exceed the amount of \$289,998.00.

Compensation paid from March 2014 through December 2014 (10 months) shall not exceed the amount of \$130,770.00.

Compensation paid from January 2015 through December 2015 (12 months) shall not exceed the amount of \$159,228.00.

March – December 2014	\$130,770.00
January – December 2015	<u>\$159,228.00</u>
Total compensation paid under this Agreement shall not exceed	\$289,990.00

**EXHIBIT C**

**SCHEDULE**

Contractor shall begin providing services on March 1, 2014, as per the conditions stated in this Agreement and shall continue providing such services through December, 31, 2015, unless terminated before in accordance with the conditions contained in this Agreement.



