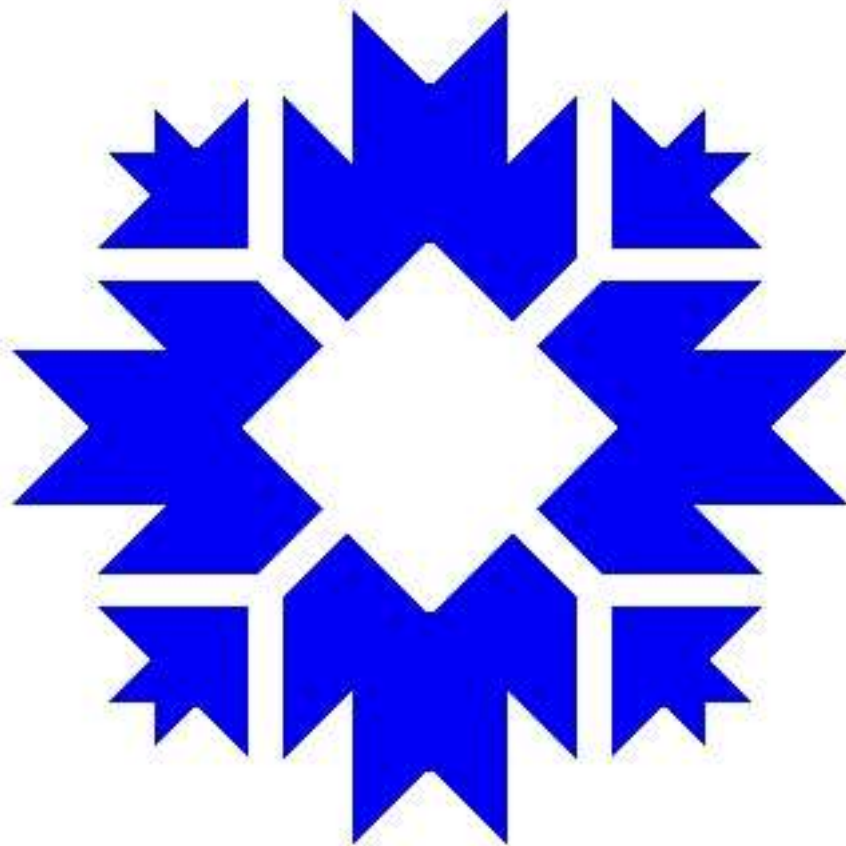


Board of Public Works Meeting

April 3, 2018



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, April 3, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Appeal of Trash Citation #39683 at 104 E. Kirkwood Ave.
2. Appeal of Trash Citation #39671 at 1207 N. Dunn St.
3. Permission to Abate 225 N. Smith Rd.

IV. CONSENT AGENDA

1. Approval of Minutes – March 20, 2018
2. Resolution 2018-22: Use of City Streets and Metered Parking for Canopy of Lights (Friday, 11/23)
3. Resolution 2018-23: Use of City Streets for IU Jacobs School of Music Outdoor Concert (Wednesday, 6/13)
4. Resolution 2018-24: Use of City Streets and Metered Parking for Taste of Bloomington (6/22/18-6/25/18)
5. Resolution 2018-25: Allow Pushcart Vendor to Renew License to Operate in Public Right-of-Way (Rasta Pops)
6. Noise Permit Request for The Combine Projection Mapping (4/5/18-4/7/18)
7. Approval of Payroll

V. NEW BUSINESS

1. Lane Restrictions and Temporarily Closures on Walnut St. & Grimes Ln. Intersection
2. Approve Trades District Plat
3. Resolution 2018-26: Use of City Streets for WIUX Culture Shock Concert (Saturday, 4/14)
4. Use of City Streets for Bicentennial Street Fair (Sunday, 4/29)
5. Resolution 2018-29: Request to Encroach in the Public Right-of-Way at 217 W. 6th St. for Construction
6. Resolution 2018-28: Request to Encroach in the Public Right-of-Way at with Monitoring Wells at 217 W. 6th St.
7. Award Concrete Materials Contract to Irving Materials Inc.
8. Award Concrete Services Contract to Groomer Construction
9. Award Asphalt Provider Contracts
10. Award City Hall Parking Asphalt Repairs & Seal Coating Contract to Groomer Construction
11. Approve Change Order #5 with Neidigh for Animal Shelter Renovation Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

STAFF REPORT
Appeal of Garbage Ordinance Citation #39683

Appellant Information:

Alyson St. Pierre
104 E. Kirkwood, Apt. 304
Bloomington, IN 47408

Date Appealed: March 19, 2018

Citation Information:

Issued: March 14, 2018
By: Kenneth Liford, Compliance Officer
Place: Corner of 5th & Walnut St.,
Bloomington, IN
For: Illegal Dumping

Attachments:

1. Notice of Violation
2. Affidavit of Tammy Brown
3. Ms. Alyson St. Pierre's Appeal w/exhibit
4. Photocopy of one item of trash
5. Proposed Order

Controlling Ordinance: BMC § 6.06.030 & BMC § 6.06.070(a)

Ordinance Language:

6.06.030 - Use of city garbage containers.

It is unlawful for any person to deposit any household or commercial garbage, recyclable materials or yard waste in any receptacle maintained on a sidewalk or at any other public location by the city for disposal of refuse by pedestrians.

6.06.070 - Enforcement procedures.

(a) If the director of HAND, the assistant director, any neighborhood compliance officer, or any other designee of the director (collectively referred to as "staff") determines that there is a violation of this chapter, that person shall issue a notice of violation (NOV) to the responsible party. **For purposes of issuing a NOV, the following persons shall be considered responsible parties**, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or **any persons who have caused the violation.**

Compliance Officer Description:

Compliance Officer Kenny Liford has reason to believe Ms. Alyson St. Pierre violated BMC § 6.06.030 because the Director of Sanitation reported to HAND that on March 14, 2018, one of her employees, Tammy Brown, observed items in a city owned trash receptacle located at the corner of 5th and Walnut St. that contained the name Alyson St. Pierre and the address 104 E. Kirkwood, Apt. 304, Bloomington, IN 47408.

Appellant's Description:

1. She could not have caused the violation because her name is Alyson St. Pierre and not the name that was written on the Notice of Violation, which was Alyson Pierre;

2. She could not have caused the violation because she was not in Bloomington, Indiana on March 14, 2018.
3. Tenants of 104 E. Kirkwood dispose of their junk mail in a communal mail bin which is subsequently disposed of by someone else (either the landlord or post office).

Discussion:

1. The City owns a trash receptacle at the corner of 5th & Walnut.
2. On March 14, 2018, Tammy Brown personally observed items located in a City owned trash receptacle at the corner of 5th & Walnut St. that bore the name of Alyson St. Pierre and the address of 104 E. Kirkwood, Ave., Apt. 304, Bloomington, IN 47408.
3. Attached is an item which was removed by Tammy Brown from the City owned trash receptacle at the corner of 5th & Walnut St. on March 14, 2018. The item bears the name Alyson St. Pierre and the address of 104 E. Kirkwood, Ave., Apt. 304, Bloomington, IN 47408. This is a packing slip for the purchase of a law book from Barnes & Noble. Ms. St. Pierre is a law student at the Maurer School of Law.
4. Citation has a different name on it: Kenny Liford made a mere scrivener's error when he issued the Citation to Alyson Pierre instead of Alyson St. Pierre. The fact that Kenny Liford made a scrivener's error does not change the fact that Tammy Brown personally observed items located in a City owned trash receptacle at corner of 5th & Walnut St. that bore the name of Alyson St. Pierre and the address of 104 E. Kirkwood, Ave., Apt. 304, Bloomington, IN 47408.
5. Ms. St. Pierre not present on March 14, 2018: Whether Ms. St. Pierre was physically in the City of Bloomington carries little weight. She did not have to be present for the City to observe her trash in a City owned trash receptacle on March 14, 2018. Only her trash had to be present. And it was.
6. Junk Mail Disposal: This argument does not account for the fact that Tammy Brown found not only Ms. St. Pierre's mail, correctly addressed to her, in a garbage bag, but also found two cardboard boxes bearing Ms. St. Pierre's name and address on them in the City owned trash receptacle located on the corner of 5th and Walnut St.

Staff Recommendation:

Staff recommends that the Board of Public Works deny Ms. St. Pierre's Appeal and affirm the Notice of Violation under Citation #39683.

Date 3-14-18 Time 4:30 Address/location 104 E. Kirkwood. 47408

Issued by: 208

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 39683

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: For illegal dumping of trash in city trash can at the corner of 5th and Walnut.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Resident
Owner Name Alyson Pierre
Address 104 E. Kirkwood. Apt 304
City Bloomington State IN.
Zip Code 47408

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: / Owner: _____ Agent: _____


BOARD OF PUBLIC WORKS

Garbage Ordinance Citation #39683

AFFIDAVIT OF TAMMY BROWN

I, Tammy Brown, an employee for the City of Bloomington Department of Sanitation, swear or affirm that the following statements are true to the best of my knowledge and belief:

1. That I am employed by the City of Bloomington Department of Sanitation.
2. As part of my daily job responsibilities, I operate a sanitation truck and remove trash, garbage, etc. from the City of Bloomington owned trash receptacles located throughout the City of Bloomington.
3. On March 14, 2018, I was operating on of the sanitation trucks on the route that includes the intersections of 5th Street and Walnut Street, an intersection at which the City maintains a City owned trash receptacle.
4. When emptying that trash receptacle located at the intersection of 5th and Walnut Street I personally observed the following items:
 - a. Items in a trash bag with the name of Alyson St. Pierre, and an address of 104 E. Kirkwood Ave., Apt. 304, Bloomington, IN 47408;
 - b. Two cardboard boxes with the name of Alyson St. Pierre, and an address of 104 E. Kirkwood Ave., Apt. 304, Bloomington, IN 47408.
5. I kept from the trash bag several items of mail containing the name of Alyson St. Pierre, and an address of 104 E. Kirkwood Ave., Apt. 304, Bloomington, IN 47408.
6. After my shift was completed I reported this matter to the Director of Sanitation who then reported this matter to the City of Bloomington Department of Housing and Neighborhood Development. I turned over all items of mail at that time as well.
7. I swear and affirm under the pains and penalties of perjury that the above representations are true, to the best of my knowledge and belief.



Tammy Brown,
City of Bloomington Sanitation Department

BARNES & NOBLE

www.bn.com

Sold To:
Alyson St. Pierre
4808 Ashbrook Dr
Noblesville, IN 46062-7253
USA

Ship To:
Alyson St. Pierre
104 E Kirkwood Ave
Apt 304
Bloomington, IN 47408-3322
USA

Customer Service:
1-800-THE-BOOK
http://help.barnesandnoble.com

PO Num: 0048541526

Loc: PM0103
Box Size: TFT5

Your order of Jan 21, 2017 (Order No. 4033278016 / BM 4033278016)

Qty	Description	Item #	Item Price	Total
1	Human Rights under State-Enforced Religious Family Laws in Israel	9781107041400	40.80	40.80

If you are not satisfied with your order, you may return it within 14 days of the delivery date. For your convenience, items may be returned to the address on the packing slip or returned to your local Barnes & Noble store (check the local store refund policy for details).

Choose a return reason below and include this slip with the item in your package. Please cut out label on dotted line and affix to carton being returned.

- Wrong Quantity
 Defective or Damaged in Transit
 Wrong Merchandise Received
 Other (please explain) _____

Pay Method: MC

Credit Card#: 6499

From:
Alyson St. Pierre
104 E Kirkwood Ave
Apt 304
Bloomington, IN 47408-3322
USA

To:
Barnes & Noble.com
B&N.COM Customer Returns
1 Barnes & Noble Way
Monroe Township, NJ 08831
USA



(403)3278016

THANK YOU FOR YOUR ORDER!



Christina Smith <smithc@bloomington.in.gov>

Notice of Violation Appeal

1 message

Alyson St. Pierre <alstpier@uemail.iu.edu>

Mon, Mar 19, 2018 at 11:24 AM

To: smithc@bloomington.in.gov

Good morning Christina,

I appreciate your help over the phone earlier this morning. As you instructed, I have attached a scanned copy of the at-issue Notice of Violation (NOV) to this email. The following information explains why I believe the NOV was mistakenly issued and incorrectly sent to me.

First, the NOV accuses someone by the name of Alyson Pierre of "illegal dumping of trash in city trash can at the corner of 5th and Walnut" on March 14, 2018, at 4:30 p.m.

My legal name is Alyson St. Pierre. I only go by Alyson St. Pierre or Aly St. Pierre. I have never gone by Alyson Pierre. Because the NOV is addressed to someone by another name, I believe the NOV was mistakenly issued.

In reference to your explanation that perhaps someone found my name on a piece of mail or an envelope that was in the trash, I do not open mail that is addressed with the last name of Pierre because I am never sure if it is actually my mail and do not want to invade someone else's privacy. Also, the incorrect last name is an indicator that the mail is spam or junk mail. In my apartment building, residents deposit junk mail into a communal post office bin next to our mailboxes. That bin is subsequently disposed of by our landlord or the post office. Even if it is possible that a piece of mail addressed to Alyson Pierre ended up in the trash can on 5th and Walnut as a result of the disposal of the communal junk mail bin, I have never personally disposed of the bin of communal mail and have never been responsible for where that disposal takes place.

Second, the NOV was issued for a violation on March 14, 2018, at 4:30 p.m. Because I was not physically present in Bloomington, Indiana, on March 14, 2018, I strongly believe the NOV was mistakenly issued.

Indiana University, including the Maurer School of Law, was in the middle of Spring Break on March 14. Like many of my classmates, I was not in Bloomington on March 14, 2018. I left Bloomington for Spring Break on Friday, March 9, 2018, and did not return to Bloomington until Sunday, March 18, 2018. As a result, it is categorically impossible that I committed the violation alleged in the NOV.

Specifically, on Wednesday, March 14, I was with my parents in Noblesville, Indiana, which is approximately an hour and a half drive away from Bloomington, Indiana. At approximately 10:00 a.m. on March 14, my mother and I began to run errands around Noblesville. We started at Godby Discount Furniture & Mattress located at 130 Logan Street, Noblesville, IN, 46060. There, my mother and I shopped for, and my mother purchased, a mattress. After Godby, we headed to my eye doctor's office, Midwest Eye Consultants located at 525 Sheridan Road, Noblesville, IN, 46060. At the eye doctor, I picked up a pair of contacts. My eye doctor should have on file a document with my signature acknowledging receipt of the contacts on March 14, 2018. From there, my mother and I headed to the local TJMaxx, located at 17100 Mercantile Boulevard, Noblesville, IN, 46060. After making a couple returns and purchasing some clothes, we then headed back to our home in Noblesville for lunch at approximately 1:30 p.m. After eating lunch, we left our home with our family truck and returned to Godby Discount Furniture & Mattress to pick up the mattress my mother had purchased that morning. At 3:09 p.m. on Wednesday, March 14, I took a picture of my mother in our family truck with a mattress and box spring in the back. This picture was taken while the truck was inside the Godby loading zone and I took the picture while standing inside the Godby building. I have attached to this email that picture and a screenshot from my personal phone showing the time stamp of that picture. We then returned to our Noblesville home and brought the mattress inside with the help of my father. At approximately 5:00 p.m., my mother and I began a marathon of the popular television show "This Is Us." The marathon took place at our Noblesville home and lasted until approximately 9:45 p.m.

Obviously, I was not physically present in Bloomington on March 14, 2018. Therefore, I am not responsible for the violation alleged in the NOV.

This email serves as my written appeal to the City Board of Public Works. Updates and notice of disposition regarding this appeal are requested and can be sent to the following email address: alstpier@indiana.edu.

Thank you for your time.

Warm Regards,
Alyson St. Pierre

--

Alyson St. Pierre
Executive Competition Coordinator
Sherman Minton Moot Court Competition
Indiana University Maurer School of Law
Class of 2018
[\(317\) 205-6367](tel:3172056367)

3 attachments



Image-1.jpg
142K



IMG_3793.jpg
2150K



NOV.pdf
57K

City of Bloomington's Board of Public Works

Decision on Appeal of Trash Citation #39683

On March 14, 2018, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Trash Citation #39683 to Ms. Alyson St. Pierre. Ms. St. Pierre timely appealed Citation #39683 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Citation #39683 on Tuesday, April 3, 2018. The Board of Public Works finds as follows:

1. Tammy Brown, Crew Leader for the City of Bloomington Department of Sanitation, testified that on March 14, 2018, she personally observed items addressed to one Alyson St. Pierre, 104 E. Kirkwood St., Bloomington, IN 47408, located in a trash receptacle owned and maintained by the City of Bloomington at the corners of 5th and Walnut Street.
2. On March 14, 2018, HAND issued Trash Citation #39683 to a Ms. Alyson Pierre, at 104 E. Kirkwood St., Bloomington, IN 47408.
3. Ms. Alyson St. Pierre admits living at the address of 104 E. Kirkwood St., Apt. 304, Bloomington, IN 47408 but denies having placed her trash in the trash receptacle located at the corner of 5th and Walnut.
4. BMC § 6.06.030 states that "It is unlawful for any person to deposit any household or commercial garbage, recyclable materials or yard waste in any receptacle maintained on a sidewalk or at any other public location by the city for disposal of refuse by pedestrians".
5. BMC § 6.06.070(a) specifies that any person who causes a violation of BMC § 6.06.030 can be considered a responsible party for purposes of issuing a notice of violation citation.
6. The facts establish that Alyson St. Pierre placed her household garbage in a City owned and maintained trash receptacle in violation of BMC § 6.06.030.

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

_____ Upholds said Trash Citation.

_____ Voids said Trash Citation.

So ordered this 3rd day of April, 2018.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

STAFF REPORT
Appeal of Garbage Ordinance Citation #39671

Appellant Information:

Emelina Factora
1207 N. Dunn St.
Bloomington, IN 47408

Date Appealed: March 16, 2018

Citation Information:

Issued: March 13, 2018
By: Dee Wills, Compliance Officer
Place: 1207 N. Dunn St.
Bloomington, IN 47408
For: Deposit of Garbage

Attachments:

1. Notice of Violation
2. Written appeal by Ms. Factora
3. Proposed Order

Controlling Ordinance: BMC § 6.06.020 and BMC § 6.06.070(a)

Ordinance Language:

6.06.020 – Deposit of Garbage.

It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon *any premises*, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it. (Emphasis added).

6.06.070 - Enforcement procedures.

(a) If the director of HAND, the assistant director, any neighborhood compliance officer, or any other designee of the director (collectively referred to as "staff") determines that there is a violation of this chapter, that person shall issue a notice of violation (NOV) to the responsible party. **For purposes of issuing a NOV, the following persons shall be considered responsible parties**, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or **any persons who have caused the violation.**

Compliance Officer Description:

Compliance Officer Dee Wills has reason to believe Ms. Emelina Fortuna violated BMC § 6.06.020 because on March 13, 2018, she personally observed the existence of scattered litter or trash on the property located at 1207 N. Dunn St., Bloomington, IN 47408, which is where Ms. Emelina Factora resides.

Appellant's Description:

1. She cannot control the fact that passersby might throw trash on her property.

Discussion:

1. Ms. Emelina Factora admits that she resides at the above address and therefore has a possessory interest in the property upon which garbage was deposited.
2. Dee Wills observed garbage on her property warranting a citation.
3. It is a violation of BMC § 6.06.020 to either be the one who litters on your own property or suffers or permits litter to be thrown on your property. As such, it is of no consequence that passersby may have been the ones to cause the litter to be on her property.

Staff Recommendation:

Staff recommends that the Board of Public Works deny Ms. Factora's Appeal and affirm the Notice of Violation under Citation #39671.



Notice of Violation

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

Date 3/13/18 Time 2:24 Address/location 1207 N DUNK LN 47403
Issued by: 220

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 39671

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: SCATTERED LITTER

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name ROY KACFORA
Address 610 SOLITUDE CT
City PS State IL
Zip Code 47403

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: Owner: Agent: _____

#163572

open

Other:

Other: We received a Notice of Violation from HAND dated 03/13/2018 for 1207 N Dunn Street 47408 for scattered Litter for \$50.00 Ticket# 39671. We would like to appeal the violation because of the following reasons: 1. My trash bins was in a closed container. 2. No trash or any litter in front of my house when I left for my trash container for pick-up by trash collectors. 3. My house is located along the street. I tried to keep my house clean and tidy. Followed all city rules and regulations but cars and people walk along that areas may throw trash at anytime. This is beyond my control especially if I'm out for work or in school. I respectfully appeal to please do not sanction me on things I can't controlled. Thank you, Eme Factora

Reported By Emelina Factora

Assigned to Christina Smith

History

3/16/2018 14:12:17 Anonymous assigned this case to Christina Smith

Sent notification to Christina Smith, Emelina Factora

3/16/2018 14:12:17 Opened by Anonymous

City of Bloomington's Board of Public Works

Decision on Appeal of Trash Citation #39671

On March 13, 2018, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Trash Citation #39671 to Ms. Emelina Factora. Ms. Factora timely appealed Citation #39671 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Citation #39671 on Tuesday, April 3, 2018. The Board of Public Works finds as follows:

1. Ms. Emelina Factora admits that she resides at 1207 N. Dunn St. Bloomington, IN 47408.
2. Emelina Factora has a possessory interest in the property upon which garbage was deposited.
3. Dee Wills observed garbage on her property.
4. It is a violation of BMC § 6.06.020 to either be the one who litters on your own property or suffers or permits litter to be thrown on your property.
5. The facts support a finding that Ms. Emelina Factora did violate BMC § 6.06.020.

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

_____ Upholds said Trash Citation.

_____ Voids said Trash Citation.

So ordered this 3rd day of April, 2018.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington



City of Bloomington Housing and Neighborhood Development

On 2/21, 3/2, 3/7, 3/14/2018, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 225 N. SMITH RD.. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 4-3-18 Abatement Approved: (Y/N)

Property Owner: JEFF JONES/PENDRAGON PROPERTIES INC.

Address: 3929 W. ROLL AVE.
BLOOMINGTON, IN 47403

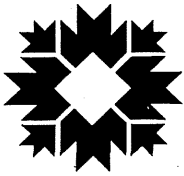
Is this a rental? (Y) (N)

Agent: SAME

Address: _____

Parcel Number: 53-05-35-400-010.000-005

Legal Description: 013-35860-00 P1 E 1/2 SE 35-9-1W 3.88A;
PLAT 70



Notice of Violation

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

Date 2-21-18 Time 3:50 Address/location 225 N. SMITH RD 47408

Issued by: 207

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# _____

NOTE: *Immediate compliance required* in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: REMOVE ALL SCATTERED TRASH FROM ENTIRE PROPERTY
OR FINES WILL BE FORTHCOMING UNTIL PROPERTY IS IN
COMPLIANCE.

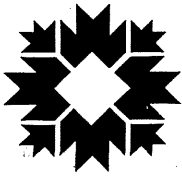
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name JEFF JONES
Address 3929 W ROLL AVE.
City BLOOMINGTON State IN
Zip Code 47403

Agent Name _____
Address _____
City _____ State _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

(APT. COMPLEX)

Date 3-2-18 Time 11:00 Address/location 225 N. SMITH RD. 47408

Issued by: 207

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 **Warning (No fine due at this time)** Ticket# _____

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Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# _____

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Comments: REMOVE ALL SCATTERED TRASH ON ENTIRE PROPERTY ALSO
DUMPSTER AREAS OR FINES WILL INCREASE UNTIL PROPERTY IS
IN COMPLIANCE.

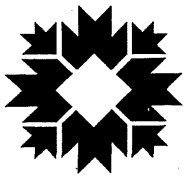
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name JEFF JONES
Address 3929 W. DOLL AVE.
City BLOOM **State** IN.
Zip Code 47403

Agent Name _____
Address _____
City _____ **State** _____
Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

Date 3-7-18 Time 3-7-18 Address/location 225 N. SMITH RD. 47408

Issued by: 20D

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

Fine Due: \$15.00 **Warning (No fine due at this time)** Ticket# _____

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Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# _____

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Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# _____

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Comments: REMOVE ALL SCATTERED TRASH FROM ENTIRE PROPERTY OR
FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE

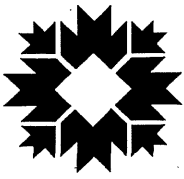
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Owner Name JEFF JONES
Address 3929 W. ROLL AVE.
City BLOOMINGTON **State** IN
Zip Code 47403

Agent Name RITA FODDRILL
Address 3006 A TED JONES DR.
City BEDFORD **State** IN
Zip Code 47421

BPW: _____

Mail Copies To: Resident: Owner: Agent:



Notice of Violation

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

Date 3-14-18 Time 4:00 Address/location 225 N. SMITH RD. 47408

Issued by: 207

BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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Comments: REMOVE ALL SCATTERED TRASH ON ENTIRE PROPERTY TO INCLUDE DUMPSTER AREAS, OR PROPERTY WILL BE ABATED.

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Owner Name JEFF JONES
Address 3929 W. ROLL AVE.
City BLGTON. **State** IN.
Zip Code 47403

Agent Name RITA FODDRILL
Address 3006A TED JONES DR
City BEDFORD **State** IN.
Zip Code 47421

BPW:

Mail Copies To: Resident: Owner: Agent:

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT (Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 225 N. Smith Rd., Bloomington, IN, with a legal description of 013-35860-00 Pt E1/2 Se 35-9-1W 3.88A; Plat 70, and a parcel number of 53-05-35-400-010.000-005 (The Property).

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste which are located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property will be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the Property Owner's tax duplicate for this Property.

So Ordered this 3rd day April, 2018.

Kyla Cox Deckard, President of the Board
















4-3-18
225 N. SMITH RD.



Taken Today
4-3-18
225 N. Smith Rd.



Taken Today
4-3-18
225 N. Smith Rd.



Taken Today
4-3-18
225 N. Smith Rd.



Taken Today
4-3-18
225 N. Smith Rd.

The Board of Public Works meeting was held on Tuesday, March 20, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

ROLL CALL

City Staff: Jo Stong – Housing & Neighborhood Development
Mike Arnold – Housing & Neighborhood Development
Sara Gomez – Planning & Transportation
Roy Aten – Planning & Transportation
Liz Carter – Planning & Transportation
Jane Fleig– City of Bloomington Utilities
Vic Kelson – City of Bloomington Utilities
Adam Wason – Public Works
Ryan Daily – Parking Garage Operations
Virgil Sauder – Animal Care & Control
Jackie Moore – City Legal
Chris Wheeler – City Legal
Christina Smith – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED BIDS &
QUOTES**

Cox Deckard opened the sealed proposals for the Parking Access Revenue Control System. Proposals were received from the following companies:

**Open Sealed Proposals
for the Parking Access
Revenue Control System**

- Linkology
- Parking Soft, LLC
- Evens Time, Inc.
- Signature Control Systems – TIBA Parking

Staff will review the proposals and bring a recommendation back to the Board at a subsequent meeting.

Cox Deckard opened the sealed bids for Asphalt Materials. Bids were received from the following companies:

**Open Sealed Bids for
Asphalt Materials**

- Milestone Contractors, LP
 - Bituminous material cold mix unit price: \$120
 - Bituminous material hot mix #9 or #11: \$42.85
 - Bituminous material hot mix #8 or #9: \$40.85
 - Bituminous material hot mix base mix #5: \$40.85
 - Tack oil: \$3
 - Recycled asphalt product, bituminous material millings, and/or asphalt chips: \$6 credit
- E & B Paving, Inc.
 - Bituminous material cold mix unit price: \$110
 - Bituminous material hot mix #9 or #11: \$50
 - Bituminous material hot mix #8 or #9: \$48
 - Bituminous material hot mix base mix #5: \$47
 - Tack oil : \$3
 - Recycled asphalt product, bituminous material millings, and/or asphalt chips: \$6 credit

Staff will review the bids and bring a recommendation back to the Board at a subsequent meeting.

Cox Deckard opened the sealed quotes for Concrete Materials. Quotes were received from the following companies:

Open Sealed Quotes for Concrete Materials

- Assured Partners of Indiana, LLC
 - Class-A Concrete: \$101.50
 - Class-A Concrete with 2% calcium: \$110.50
 - Class-A Concrete with reinforcement: \$108.50
 - Minimum load fee trip charge: No charge

Staff will review the quotes and bring a recommendation back to the Board at a subsequent meeting.

Cox Deckard opened the sealed quotes for Concrete Services. Quotes were received from the following companies:

Open Sealed Quotes for Concrete Services

- Groomer Construction, Inc.
 - Cost per foot for 6-inch beveled curb: \$53.40
 - Cost per foot for 5.5-foot monolithic sidewalk: \$60.50
 - Cost per foot for a 5-foot sidewalk: \$55
 - Cost per foot for ADA-compliant curb ramps: \$71.25

Staff will review the quotes and bring a recommendation back to the Board at a subsequent meeting.

TITLE VI
VIOLATIONS

Jo Stong, with Housing & Neighborhood Development, presented the request to Abate 1209 W. 11th St. See meeting packet for further details.

Permission to Abate 1209 W. 11th St.

Palazzo made a motion to approve the request to Abate 1209 W. 11th St. Boatman seconded. The motion passed. Abatement approved.

1. Approval of Minutes – March 6, 2018
2. Resolution 2018-16: Dispose of Surplus Personal Property Owned by Department of Public Works
3. Resolution 2018-17: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (Limestone BBQ)
4. Resolution 2018-18: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (The Big Cheeze 1)
5. Resolution 2018-19: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (La Pablana)
6. Noise Permit Request for IU Jacobs School of Music's The Giving Piano (3/26/18-3/30/18)
7. Approval of Payroll for 3/16/18 in the amount of \$383,934.10

CONSENT AGENDA

Boatman made a motion to approve the items on the Consent Agenda. Cox Deckard seconded. The motion passed. Consent Agenda approved.

NEW BUSINESS

Mike Arnold, with Housing & Neighborhood Development, presented Resolution 2018-20: Uphold Order to Seal Property at 1825 S. Covey Ln. for More Than 90 Days. See meeting packet for further details.

**Resolution 2018-20:
Uphold Order to Seal
Property at 1825 S.
Covey Ln. for More
Than 90 Days**

Boatman asked if the structure has ever been sealed.

Arnold said it had not due to a recent change in ownership.

Palazzo made a motion to approve Resolution 2018-20: Uphold Order to Seal Property at 1825 S. Covey Ln. for More Than 90 Days. Boatman seconded. The motion passed. Resolution 2018-20 approved.

Sara Gomez, with Planning & Transportation, presented the Memorandum of Understanding with Signature Construction, LLC for Right-of-Way Use at N. Rogers St. & W. 11th St. See meeting packet for further details.

**Approve Memorandum
of Understanding with
Signature Construction,
LLC for Right-of-Way**

Cox Deckard asked if the dates have been set.

Gomez said they have not. However, the petitioner is aware of the major events that are scheduled to occur during the time of construction.

Boatman made a motion to approve the Memorandum of Understanding with Signature Construction, LLC for Right-of-Way Use at N. Rogers St. & W. 11th St. Palazzo seconded. The motion passed. Memorandum approved.

Roy Aten, with Planning & Transportation, presented Change Order #6 for the Woodlawn Ave. Railroad Crossing Project. See meeting packet for further details.

**Approve Change Order
#6 for the Woodlawn
Ave. Railroad Crossing
Project**

Palazzo made a motion to approve Change Order #6 for the Woodlawn Ave. Railroad Crossing Project. Boatman seconded. The motion passed. Change order approved.

Liz Carter, with Planning & Transportation, presented the Request from CBU to Temporarily Close and Restrict Public Rights-of-Way to Complete the Final Phase of the South Central Interceptor Project. See meeting packet for further details.

**Approve Request from
CBU to Temporarily
Close and Restrict Public
Rights-of-Way to
Complete the Final Phase
of the South Central
Interceptor Project**

Carter added that staff is recommending a deferment on the decision for the Grimes & Walnut portion.

Boatman asked if Monon will remain open to local traffic from each side.

Jane Flieg, with the City of Bloomington Utilities Department, explained this will be a moving road closure beginning on Hillside and turning north on Monon. During the daytime there may be some limitations. All property owners have been notified.

Boatman asked what the dates for the project are.

Fleig said the dates are from 4/1/18 to 6/1/18.

Cox Deckard clarified that this will be a four-week period within the time window Fleig provided.

Cox Deckard asked if access to private driveways and residences have been considered.

Fleig explained that every effort will be made to allow people in and out during construction.

Cox Deckard asked if there have been any calls or emails from the public regarding this closure.

Adam Wason, with Public Works, confirmed there was one anonymous caller who was concerned about access in and out of the street.

Carter said she had not received any emails.

Boatman made a motion to approve the Request from CBU to Temporarily Close and Restrict Public Rights-of-Way from S. Monon Dr. to Hillside Dr. to Complete the Final Phase of the South Central Interceptor Project. Palazzo seconded. The motion passed. The motion passed. Request approved.

Seth Lime, with Perry Township, express his concern about limiting public access to the offices of the township due to the closure of the Grimes & Walnut portion.

Cox Deckard read the names of individuals that sent emails received expressing concern regarding the closure of the Grimes & Walnut portion.

Wason explained that this is a necessary project for the sewer and sanitary systems infrastructure.

Vic Kelson, with the City of Bloomington Utilities Department, explained this is a 6.9 million dollar project that runs from Gordon Pk. to Davis St. This is the last phase to be completed.

Palazzo made a motion to table the vote on the Walnut & Grimes section until the April 3rd Board meeting.

Carter presented the request for Acceptance of Pedestrian Easement on E. Smith Ave. and S. Washington St. See meeting packet for further details.

Approve Acceptance of Pedestrian Easement on E. Smith Ave. and S. Washington St.

Boatman made a motion to approve the request for Acceptance of Pedestrian Easement on E. Smith Ave. and S. Washington St. Palazzo seconded. The motion passed. Easement acceptance approved.

Carter presented Resolution 2018-21: Request to Encroach in the Public Right-of-Way at 405 S. Walnut St. for Urban Station. See meeting packet for further details.

Resolution 2018-21: Request to Encroach in the Public Right-of-Way at 405 S. Walnut St. for Urban Station

Boatman asked if the canopies were already in place.

Carter confirmed.

Boatman requested that encroachment requests be brought to the Board before they are installed.

Palazzo made a motion to approve Resolution 2018-21: Request to Encroach in the Public Right-of-Way at 405 S. Walnut St. for Urban Station. Boatman seconded. The motion passed. Resolution 2018-21 approved.

Ryan Daily, with Parking Garage Operations, presented the Contract with Ann-Kriss, LLC for Repair of Stairwell Steps in the 4th St. Garage. See meeting packet for further details.

Approve Contract with Ann-Kriss, LLC for Repair of Stairwell Steps in the 4th St. Garage

Palazzo asked if this amount was expected by staff, as this contractor was the sole bidder for the project.

Daily confirmed.

Wason added that this contractor has already done stairwell work for the City.

Boatman asked that staff find ways to reach out to more contractors, so that more bids will be submitted.

Wason explained staff is already looking into this issue.

Boatman made a motion to approve the Contract with Ann-Kriss, LLC for Repair of Stairwell Steps in the 4th St. Garage. Palazzo seconded. The motion passed. Contract approved.

Daily presented the Contract with Ann-Kriss, LLC for Landing Repair at the Walnut. St. Garage. See meeting packet for further details.

Approve Contract with Ann-Kriss, LLC for Landing Repair at the Walnut. St. Garage

Cox Deckard asked when the work will take place.

Daily estimated a start date of May 6th – 7th.

Boatman asked if this caused by typical wear and tear.

Daily explained that this stairwell is not protected by a glass enclosure and it is exposed to the elements more than the other stairwell tower in that garage.

Palazzo made a motion to approve the Contract with Ann-Kriss, LLC for Landing Repair at the Walnut. St. Garage. Boatman seconded. The motion passed. Contract approved.

Wason presented the Contract with Ann-Kriss, LLC for City Hall
BPW 3-20-18

Approve Contract with
Page 6

Water Damage Restoration Project. See meeting packet for further details.

Ann-Kriss, LLC for City Hall Water Damage Restoration Project

Palazzo asked if the need for repairs to the subfloor may be unveiled during the project.

Wason confirmed.

Boatman made a motion to approve the Contract with Ann-Kriss, LLC for City Hall Water Damage Restoration Project. Palazzo seconded. The motion passed. Contract approved.

Virgil Sauder, with Animal Care & Control, presented Change Order #3 with Neidigh for Animal Shelter Renovation Project. See meeting packet for further details.

Approve Change Order #3 with Neidigh for Animal Shelter Renovation Project

Discussion about the purpose of a sally port ensued.

Palazzo made a motion to approve Change Order #3 with Neidigh for Animal Shelter Renovation Project. Boatman seconded. The motion passed. Change order approved.

Sauder presented Change Order #4 with Neidigh for Animal Shelter Renovation Project. See meeting packet for further details.

Approve Change Order #4 with Neidigh for Animal Shelter Renovation Project

Boatman made a motion to approve Change Order #4 with Neidigh for Animal Shelter Renovation Project. Palazzo seconded. The motion passed. Change order approved.

Wason provided the following announcements:

- Snow Removal: There are crews on-call to maintain the roads during winter weather events. Staff is hopeful that the asphalt temperature will prevent the snow from sticking.
- Animal Shelter: Due to issues with the fire suppression system, staff is expecting more change orders for the renovation project. This project should be complete by the middle of April, depending on the number of weather days to come.
- City Roads and Streets: Nearly 5,000 potholes have been filled around the City this year. Residents are encouraged to contact the Street Department or submit a U-Report about pothole issues around the city.

STAFF REPORTS & OTHER BUSINESS

Wason addressed the Big Truck Rental payments on the claims register.

APPROVAL OF CLAIMS

Palazzo moved to approve the Claims Register 3/7/18 to 3/23/18 in the amount of \$362,530.97. Boatman seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:36 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Canopy of Lights

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Sean Starowitz

Meeting Date: March 20, 2018

Event Date: November 23, 2018

Report: The Canopy of Lights is an annual event sponsored by Downtown Bloomington, Inc., and is free and open to the public. This would be the 33rd year for the event. Downtown Bloomington, Inc. is requesting that Kirkwood Avenue between College Avenue and Walnut Streets be closed on Friday, November 23th, to vehicular traffic and parking between 2:00 p.m. and 9:00 p.m. City Parks and Recreation will be providing the stage for the event and four spaces in front of Fountain Square Mall are being requested for stage setup. Parks will remove the stage by 9:00 a.m. on Saturday morning following the event. It is anticipated this event will attract 5000 participants to the Downtown area.

The resolution includes a noise waiver for amplified music and remarks.

Recommend **Approval** by Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-22**

Canopy of Lights

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

WHEREAS, Downtown Bloomington, Inc., (hereinafter "Sponsor") is desirous of closing Kirkwood Avenue to traffic and parking between Walnut Street and College Avenue for activities in conjunction with the Canopy of Lights on the downtown square; and

WHEREAS, Sponsor has agreed to provide all traffic control as deemed necessary and as instructed by the City of Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bloomington Board of Public Works declares that Kirkwood Avenue between Walnut Street and College Avenue be temporarily closed to parking and to traffic from 2:00 p.m. until 9:00 p.m., Friday, November 23, 2018, and for the general public to occupy the streets, Friday, November 23, 2018 from 6:00 p.m. until 8:00 p.m. while watching the entertainment and lighting of the downtown square.
2. The City of Bloomington will provide and set up jersey style water filled barricades at or around 2:00 p.m. on November 23, 2018. Jersey style water filled barricades water barriers will be removed as part of clean-up.
3. The stage for this event will be placed in four parking spaces on the south side of Kirkwood Avenue at 8:00 a.m., Wednesday, November 21, 2018, and be removed by 9:00 a.m. on Saturday, November 24, 2018.
4. Sponsor shall be responsible for posting temporary "no parking" signs at least 24 hours in advance of the stage placement on Kirkwood Avenue. Sponsor shall also be responsible for posting temporary "no parking" signs at least 24 hours in advance of the street closure. Temporary "no parking" signs may be obtained from the City's Department of Public Works.
5. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

RESOLUTION 2018-22

6. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 9:00 p.m., Friday, November 23, 2018. Clean-up shall include removal of any temporary “no parking” signage.
7. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.
8. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.
9. That in consideration for the use of the City’s property and to the fullest extent permitted by law, Downtown Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

DOWNTOWN BLOOMINGTON, INC.

Kyla Cox Deckard, President

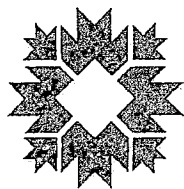
Signature

Kelly M. Boatman, Vice-President

Printed Name

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Talisha Coppock		
Contact Phone:	812.360.3681	Mobile Phone:	812.360.3681
Title/Position:	Director		
Organization:	Canopy of Lights		
Address:	302 S College Avenue		
City, State, Zip:	Bloomington In 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.downtownbloomington.com		
Org Phone No:	812.336.3681	Fax No:	812.349.2987

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

Organization Name:	Downtown Bloomington Inc.		
Address:	302 South College Avenue		
City, State, Zip:	Bloomington IN 47401		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Phone Number:	812.336.3681	Mobile Phone:	812.360.3681
Organization Name:	Monroe County		
Address:	101 W. Kirkwood Ave		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	Angie Purdie		
Phone Number:	812.349-2550	Mobile Phone:	
Organization Name:	City of Bloomington Parks		
Address:	401 N Morton St		
City, State, Zip:	Bloomington In 47401		
E-Mail Address:			
Phone Number:	812.349-3700	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	November 23, 2018	
Time of Event:	Date: November 23 Start: 6 PM	Date: November 23 End: 8 PM
Setup/Teardown time Needed	Date: November 23 Start: 2 PM	Date: Nov 23 End: 9 PM
Calendar Day of Week:	Friday	
Description of Event:	Stage, Santa, Brass Band Music	
Expected Number of Participants:	5000	Expected # of vehicles (Use of Parking Spaces to close): 40

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

- A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
 - The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
- Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- A properly executed Maintenance of Traffic Plan
 - Determine if No Parking Signs will be required
- Noise Permit application

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

IF YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.
CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event Festival
<input checked="" type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Canopy of Lights		
Location of Event:	Courthouse Square Southside		
Date of Event:	November 23	Time of Event:	Start: 3:00 PM
Calendar Day of Week:	Friday		End: 9 PM
Description of Event:	Lighting Ceremony		
Source of Noise:	<input checked="" type="checkbox"/> Live Bnd	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Free Event	

Applicant Information

Name:	Talisha Coppock		
Organization:	Downtown Bloomington Inc.	Title:	Executive Director
Physical Address:	302 South College Bloomington IN 47401		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.336-3681
Signature:	Talisha Coppock	Date:	Feb 27, 2018

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _____ Canopy of Lights _____
 Number of expected attendees: _____ 5,000 _____
 Number of food vendors: _____ 2 _____
 Number of other vendors: _____ 2 _____

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

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

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

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

Type of waste	Collection plan
<Containers>*No	
<Mixed paper> Plastic cups Napkins	<Recycling in on-site, designated bins staffed by volunteers> Recycling Totes on site
<Food waste>No	NA

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

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

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

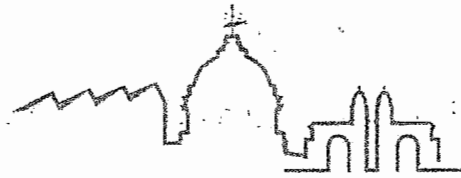
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

Contact Information- Other

	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546



Canopy of Lights

③ DOWNTOWN BLOOMINGTON:

2018 STREET CLOSURE

W 6th St

I Walnut St

N Walnut St

N College Ave



Monroe County
Courthouse

Kirkwood Ave

W Kirkwood Ave



Board of Public Works Staff Report

Project/Event: Close Jordan for IU Summer Concert

Petitioner/Representative: IU Jacobs School of Music

Staff Representative: Sean Starowitz

Meeting Date: April 13, 2018

The Jacobs School of Music will be holding an outdoor concert on June 13, 2018. They request permission to close Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Avenue parking garage. The street closing cuts down on vehicular noise and makes the venue safer for pedestrians. The street would be closed between the hours of 6:50pm to 8:15pm which includes 15 minutes on both sides for set up and tear down. Bloomington Police and Fire Departments have no issue with the closure. IU Police will be assisting with any traffic issues.

These are family events which are free and opened to the public.

Staff recommends approval.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-23**

IU JACOBS SCHOOL OF MUSIC OUTDOOR CONCERT

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

WHEREAS, the City has committed itself to promoting the Arts; and

WHEREAS, the Indiana University Jacobs School of Music is desirous of using City property which includes Jordan Avenue from the north side of Jones Avenue to the south side of driveway into Jordan Avenue Parking Garage on Wednesday, June 13, 2018 to host an outdoor concert; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Parking garage shall be temporarily closed to traffic and parking from 6:50 p.m. to 8:05 p.m. on Wednesday, June 13, 2018, for IU Jacobs School of Music Outdoor Concert.
2. IU Jacobs School of Music shall be responsible for placement and removal of barricades. IU Jacobs School of Music is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. IU Jacobs School of Music agrees to obtain at its own expense and place barricades to close Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Parking garage.
3. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks. Cleanup shall be completed by 8:05pm on Wednesday, June 13, 2018.
4. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
5. IU Jacobs School of Music shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).

RESOLUTION 2018-23

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

7. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Jacobs School of Music, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice- President

Dana Palazzo, Secretary

AGREED TO THIS __ DAY OF _____, 2018.

IU Jacobs School of Music

Signature

Printed Name and Title



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Eric M. Smedley		
Contact Phone:	812-855-1372	Mobile Phone:	206-554-1029
Title/Position:	Associate Professor of Music, Department of Bands		
Organization:	Indiana University Jacobs School of Music		
Address:	1201 E Third St, Merrill Hall 006		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	esmedley@indiana.edu		
Organization E-Mail and URL:	ctafoya@indiana.edu (Claire Tafoya, administrator) http://music.indiana.edu/departments/academic/bands/index.shtml		
Org Phone No:	812-855-1372	Fax No:	812-856-4207

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

Organization Name:	Indiana University Facilities Operations		
Address:	1800 N Range Rd		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	phypltbl@indiana.edu		
Phone Number:	812-855-8728	Mobile Phone:	
Organization Name:	Indiana University Office of General Counsel		
Address:	107 S Indiana Av, Bryan Hall		
City, State, Zip:	Bloomington, IN 47405		
E-Mail Address:	vpqc@indiana.edu		
Phone Number:	812-855-9739	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event Metered Parking Space(s) Run/Walk Festival Block Party
 Parade Other (Explain below in Description of Event)

Date(s) of Event: June 13, 2018

Time of Event: Date: 6/13/18 Start: 6:50pm End: 8:05pm

Setup/Teardown time Needed: None needed

Calendar Day of Week: Wednesday

Description of Event: The Indiana University Summer Concert Band performs two concerts each June/July in an outdoor setting on the lawn in front of the Musical Arts Center. This very popular group attracts hundreds of people for every concert and features a number of faculty and outstanding student soloists. The band performs a variety of works including light concert overtures, marches, Broadway tunes, and movie music. One of the major instrumental ensembles in the summer, the band is a fully instrumented symphonic band, attracting some of the finest wind and percussion students in the Jacobs School of Music.

Our second concert will be held indoors so we are only requesting street closure on one date.

Expected Number of Participants: 300

Expected # of vehicles (Use of Parking Spaces to close): people park in the Jordan Avenue parking garage.

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

- A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
 - The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
- Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- A properly executed Maintenance of Traffic Plan
 - Determine if No Parking Signs will be required
- Noise Permit application

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

If YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan (completed street closure permit application) *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

- Determine what type of Event: Festival/Special Community Event
- Complete application with attachment
 - Detailed Map
 - Proof of notification to businesses/residents (copy of letter/flyer/other)
 - Maintenance of Traffic Plan
 - Noise Permit Application (if applicable)
 - Certificate of Liability Insurance
 - Secured a Parade Permit from Bloomington Police Department (if applicable)
 - Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)
 - Waste and Recycling Plan (if applicable)
- Date Application will be heard by Board of Public Works
- Approved Parks Special Use Permit (if using a City Park)
- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:

Location of Event:

Date of Event:

Calendar Day of Week:

Description of Event:

Time of Event: Start:
End:

Source of Noise: Live Band Instrument Loudspeaker

Will Noise be Amplified?
 Yes No

Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name:

Organization:

Physical Address:

Email Address:

Signature:

Title:

Phone Number:

Date:

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

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

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

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

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

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

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

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be APRIL 3, 2018. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:



On Wednesday, June 13 from 6:50-8:05 p.m., we wish to close Jordan Avenue to all traffic, with 4 barricades on the north side of Jones Avenue, and 4 barricades on the south side of the driveway leading to the Jordan Avenue Parking Garage. Black lines indicate barricaded area.

Barricades are provided by IU.

IU Police will direct traffic at each end of the closure.



From: [Tafoya, Claire](#)
To: "clarkmi@bloomingtontransit.com"
Subject: Jordan Avenue closure on June 13, from 7-8pm
Date: Wednesday, March 21, 2018 2:11:00 PM

Dear Mike,

I was given your contact information for Bloomington Transit, to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert on June 13, 2018 from 7-8pm. It will take place on the front lawn of the Musical Arts Center at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue Parking Garage driveway from 6:50-8:05pm that evening if the event is approved.
Please let me know if you have any questions.

Thanks,

Claire Tafoya

Office Services
Jacobs School of Music Dept. of Bands
Simon Music Center M153
812-855-1372
music.indiana.edu/departments/academic/bands/

From: [Tafoya, Claire](#)
To: [Maull, Perry John](#)
Subject: Jordan Avenue closure on June 13, from 7-8pm
Date: Wednesday, March 21, 2018 2:20:00 PM

Dear Perry,

I was given your contact information for the IU Campus Bus Service, to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert on Wednesday, June 13, 2018 from 7-8pm. It will take place on the front lawn of the Musical Arts Center at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue Parking Garage driveway from 6:50-8:05pm that evening if the event is approved.

Please let me know if you have any questions.

Thanks,

Claire Tafoya

Office Services

Jacobs School of Music Dept. of Bands

Simon Music Center M153

812-855-1372

music.indiana.edu/departments/academic/bands/

From: [Tafoya, Claire](#)
To: [THEATRE](#)
Subject: Jordan Avenue closure on June 13 from 7-8pm
Date: Wednesday, March 21, 2018 2:24:00 PM

Dear IU Theatre Department,

I am writing to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert on Wednesday, June 13, 2018 from 7-8pm. It will take place on the front lawn of the Musical Arts Center at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue Parking Garage driveway from 6:50-8:05pm that evening if the event is approved.

Please let me know if you have any questions.

Thanks,

Claire Tafoya

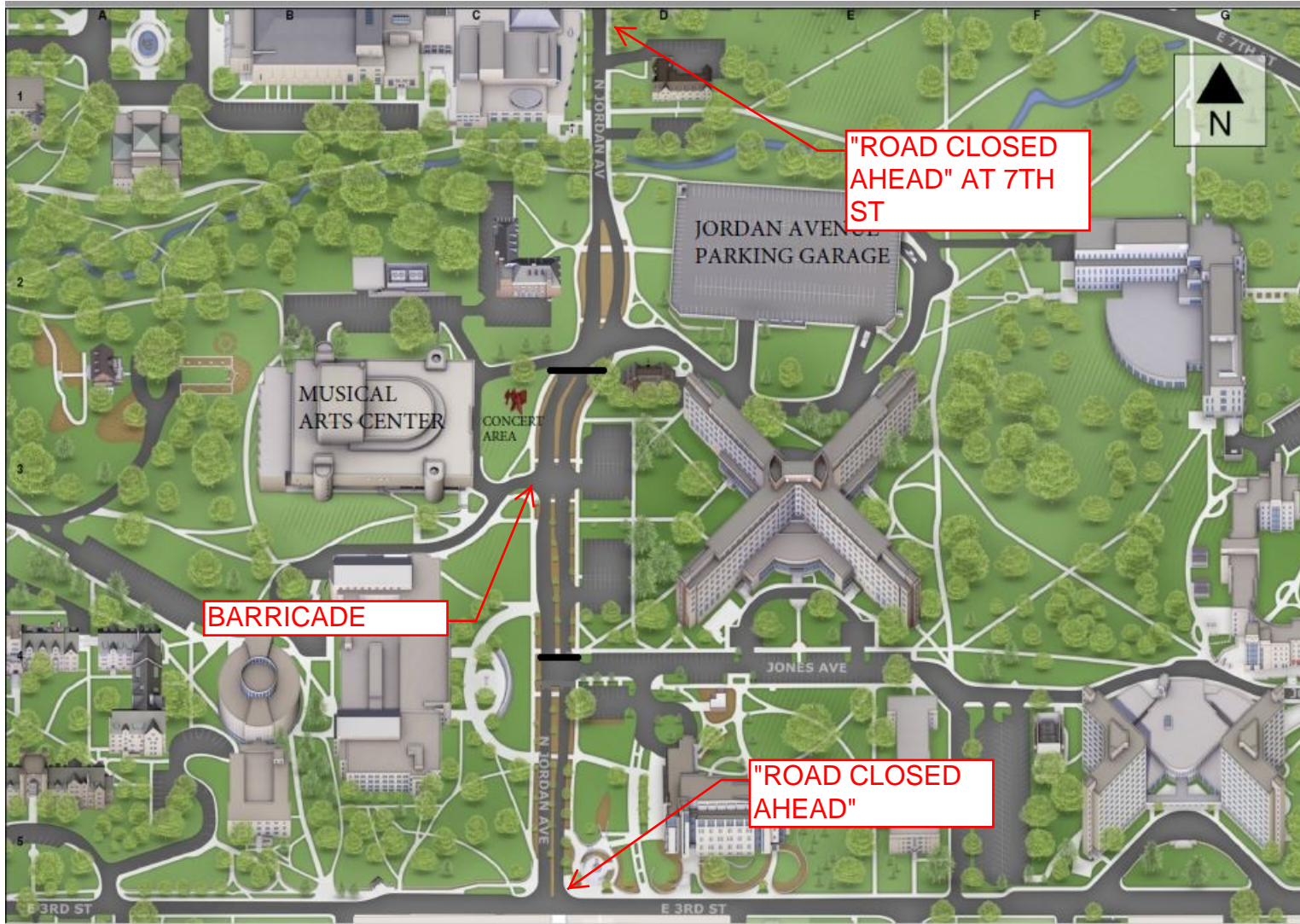
Office Services

Jacobs School of Music Dept. of Bands

Simon Music Center M153

812-855-1372

music.indiana.edu/departments/academic/bands/



On Wednesday, June 13 from 6:50-8:05 p.m., we wish to close Jordan Avenue to all traffic, with 4 barricades on the north side of Jones Avenue, and 4 barricades on the south side of the driveway leading to the Jordan Avenue Parking Garage. Black lines indicate barricaded area.

Barricades are provided by IU.

IU Police will direct traffic at each end of the closure.





Board of Public Works Staff Report

Project/Event: Taste of Bloomington

Petitioner/Representative: Taste of Bloomington Inc.

Staff Representative: Sean Starowitz

Meeting Date: April 3, 2018

Event Date: Saturday, June 23, 2018

For the 35th year, the Taste of Bloomington will be held on Saturday, June 23, 2018, and is requesting use of the Showers Parking Lot, Showers Common, Showers Plaza, specific on-street parking spaces and the following streets: North Morton Street between West 7th and West 10th Streets and West 9th Street between North College Avenue and North Morton Street for event set-up and for the actual event. They are also requesting a Noise Permit.

Taste of Bloomington is a fundraiser for Community Kitchen and Hoosier Hills Food Bank.

The set-up would begin on Wednesday, June 20, 2018 in the South Showers lot at 5:00 p.m. and tear down is scheduled to be completed by noon on Sunday, June 24, 2018 at 2:00 p.m.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-24**

TASTE OF BLOOMINGTON, INC.

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

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Taste of Bloomington; and

WHEREAS, the Taste of Bloomington, Inc., is desirous of using City property which includes Showers Common, Showers Plaza, the North Showers parking lot and North Morton Street between West 7th & 10th Streets, West 8th Street between North College Avenue and North Morton Street; and West 9th Street between North College Avenue and North Morton Street, to sponsor a festival known as “the Taste of Bloomington” and to promote and display various restaurants and their cuisines on Saturday, June 23rd, 2018, which is scheduled from 3:00 p.m. until 11:00 p.m. with set up beginning in some areas on June 20th at 5:00 p.m. as listed in the Special Event Application; and

WHEREAS, this event donates a portion of the net proceeds to several nonprofit organizations, including but not limited to Downtown Bloomington, Inc., Bloomington Independent Restaurant Association, Hoosier Hills Food Bank and Community Kitchen; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. North Morton Street will be closed between West 7th Street and West 10th Street beginning at 6:00 p.m. on Friday, June 22, 2018 until 2:00 p.m. on Sunday, June 24, 2018. (Access to Smallwood Garage closed Saturday June 23rd at Noon to 1:00 a.m. June 24th.)
2. 8th Street will be closed between Morton Street and College Avenue beginning at 8:00 a.m. on Friday, June 22, 2018 until Sunday, June 24, 2018 at noon. (Stage parked in intersection of 8th and Morton). Traffic open at alley for Sherriff’s Department Access.

9th Street will be closed between Morton Street and College Avenue beginning at 8:00 a.m. on Saturday, June 22, 2018, and 1:00 a.m. on Sunday, June 24, 2018.
3. Showers Common and Showers Plaza will be closed from Friday, June 22, 2018 at 6:00 p.m. until 2:00 p.m. on Sunday, June 24, 2018.

4. Tents may be set up at 6:00 p.m. on Wednesday, June 20, 2018 in the parking spaces on North Morton Street between West 7th Street and West 10th Street. The general public may park under the tents until the street is closed at 6:00 p.m. on Friday, June 22, 2018. closed at 3:00 p.m. on Friday, June 22, 2018.
5. Three parking spaces on 9th Street between Morton Street and College Avenue, and two parking spaces on 8th Street by the B-Line Trail may be reserved for staging from 6:00 a.m., Friday, June 22 2018 through 8:00 a.m., Monday, June 25, 2018.
6. Artists, performers, crafters and vendors who have not received explicit authorization from Taste of Bloomington, or their representatives or agents to participate in the Taste of Bloomington shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
7. Taste of Bloomington Inc. shall post “no parking” signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary “no Parking signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
8. Taste of Bloomington Inc. shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Taste of Bloomington Inc. agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Taste of Bloomington agrees to close the streets not before 6:00 p.m. on Friday, the 22nd day of June, 2018 and to remove barricades and signage by 12:00 p.m. on Sunday, June 24, 2018.
9. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 12:00 p.m. on Sunday, June 24, 2018.
10. Five (5) parking spaces reserved on southside of North Lot Thursday, June 21, 2018 beginning at 8:00 a.m. thru Sunday, June 24, 2018 at noon.
11. Five (5) parking spaces reserved on North Morton between 10th and 11th Street for staging Friday, June 22, 2018 thru noon Sunday, June 24, 2018.
12. By granting permission to utilize City Property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

13. Taste of Bloomington Inc. shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by noticed at least 48 hours in advance.
14. Taste of Bloomington Inc. shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Taste of Bloomington, a copy of which Taste of Bloomington Inc., agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of Taste of Bloomington;
15. In consideration for the use of the City's property and to the fullest extent permitted by law, Taste of Bloomington Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
16. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS ____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

TASTE OF BLOOMINGTON, INC.:

Kyla Cox Deckard, President

Signature

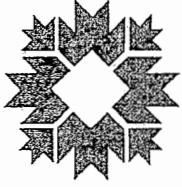
Kelly M. Boatman, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Talisha Coppock		
Contact Phone:	812.360.3681	Mobile Phone:	812.360.3681
Title/Position:	Co Director		
Organization:	Taste of Bloomington		
Address:	302 S College Avenue		
City, State, Zip:	Bloomington In 47403		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Organization E-Mail and URL:	www.tasteofbloomington.com		
Org Phone No:	812.336.3681	Fax No:	812.340.2987

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

Organization Name:	Downtown Bloomington Inc.		
Address:	302 South College Avenue		
City, State, Zip:	Bloomington IN 47401		
Contact E-Mail Address:	tcoppock@downtownbloomington.com		
Phone Number:	812.336. 3681	Mobile Phone:	812.360.3681
Organization Name:	BIRA		
Address:			
City, State, Zip:			
E-Mail Address:	rstanhouse@aol.com		
Phone Number:		Mobile Phone:	812.345.1091
Organization Name:	City of Bloomington Parks		
Address:	401 N Morton St		
City, State, Zip:	Bloomington In 47401		
E-Mail Address:	barrickb@bloomington.in.gov		
Phone Number:	812.349-3700	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 23, 2018	
Time of Event:	Date: June 23 Start: 3:00 PM Date: June 23 End: 11 PM	
Setup/Teardown time Needed	Date: June 20 Start: 5 PM Date: June 24 End: 2 PM	
Calendar Day of Week:	Wednesday thru Sunday Pre event set up during week Wednesday – South Lot after 5 set Tents Thursday – North Lot after 5 and Morton Street set tents Friday – set equipment off sides, set fencing with openings Saturday – 1 pm Vendor Move in Saturday – 3 pm – 11 PM Event 11 PM – Tear Down 2 PM – Sunday lot cleaned	
Description of Event:	Food/Live Music/ Beer/ Wine Garden/ Children's Activities	
Expected Number of Participants:	10,000	Expected # of vehicles (Use of Parking Spaces to close): 50

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
--------------------------	---

<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

IF YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

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

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8.
CHECKLIST**

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

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Taste of Bloomington		
Location of Event:	Showers Common		
Date of Event:	June 23 2018	Time of Event:	Start: 3:00 PM
Calendar Day of Week:	Saturday		End: 11:00 PM
Description of Event:	Music Food Festival		
Source of Noise:	<input checked="" type="checkbox"/> Live Bnd	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: DBI, Bira, Food Bank, Community Kitchen, Edgewood Band, Boy Scouts	

Applicant Information

Name:	Talisha Coppock		
Organization:	Taste of Bloomington	Title:	Co Director
Physical Address:	302 South College Bloomington IN 47401		
Email Address:	tcoppock@downtownbloomington.com	Phone Number:	812.336-3681
Signature:	Talisha Coppock	Date:	Feb 27, 2018

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _____ Taste of Bloomington _____
 Number of expected attendees: _____ 10,000 _____
 Number of food vendors: _____ 40 _____
 Number of other vendors: _____ 10 _____

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

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

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

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

Type of waste	Collection plan
<Containers>* Yes	<Recycling, composting, etc.> Recycle where able
<Mixed paper> Yes	<Recycling in on-site, designated bins staffed by volunteers> Recycle Dumpster on site, Boy scouts sort
<Food waste> Yes	Not able to

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

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

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

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

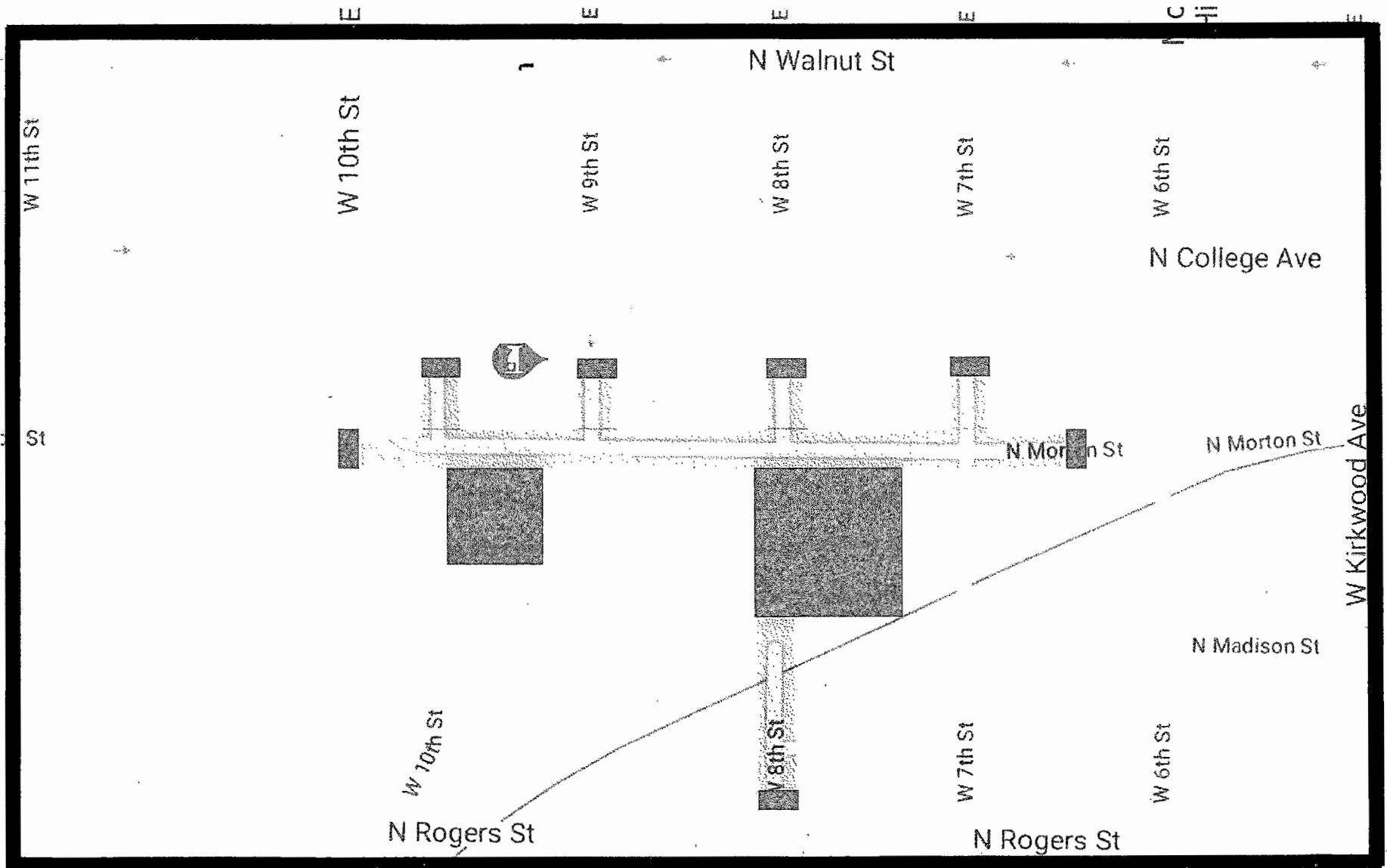
Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

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



Taste of Bloomington

2018 STREET CLOSURES



Taste of Bloomington Site Request

1. North Morton Street will be closed between West 7th and West 10th Street beginning at 6 p.m. on Friday, June 22, 2018 until 2 p.m. on Sunday, June 24, 2018.
 1. (Access to Smallwood Garage closed Saturday June 23 Noon to 1 AM June 23)

New:

Close 7th and Morton Intersection 12 Noon – 12 Midnight Saturday June 23 –(Mid block Morton between 6th and 7th Street, Mid block 7th between Morton and College and mid block 7th between Madison and Morton (Access to Morton Street Parking Garage Allowed)

2. 8th will be closed between Morton Street and College Avenue beginning at 8 AM Friday until Sunday Noon. (Stage parked in intersection of 8th and Morton). Traffic open at alley for Sherriff's Department access)

9th Street will be closed between Morton Street and College Avenue beginning at 8 AM on Saturday, June 22, 2018, until 1 AM on Sunday, June 24, 2018.

3. Showers Common and Showers Plaza will be closed from Friday, June 22, 2018 at 6:00 p.m. until 2:00 p.m. on Sunday, June 24, 2018.
4. Tents may be set up at 6:00 p.m. on Wednesday, June 20, 2018 in the parking spaces on Morton Street between 7th Street and 10th Street. The general public may park under the tents until the street is closed at 6:00 p.m. on Friday, June 22, 2018.
5. Three parking spaces on 9th Street between Morton Street and College Avenue, and two parking spaces on 8th Street by the B-Line Trail may be reserved for staging from 6:00 a.m. Friday, June 22, 2018 through 8:00 a.m. Monday, June 25, 2018.

North Lot –

My understanding is the south portion of the Showers North Lot is still owned by the City and leased to the County?

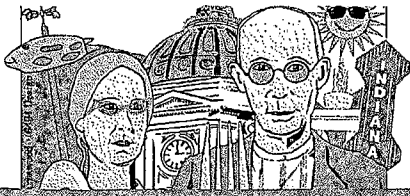
5 parking spaces reserved on southside of lot on Thursday Morning beginning at 8 AM thru Sunday at Noon.

Lot needs to be completely closed Thursday evening at 6 PM to set up tents. Reopen at 8 AM on Friday

Parking in the lot will be available on Friday during the day.

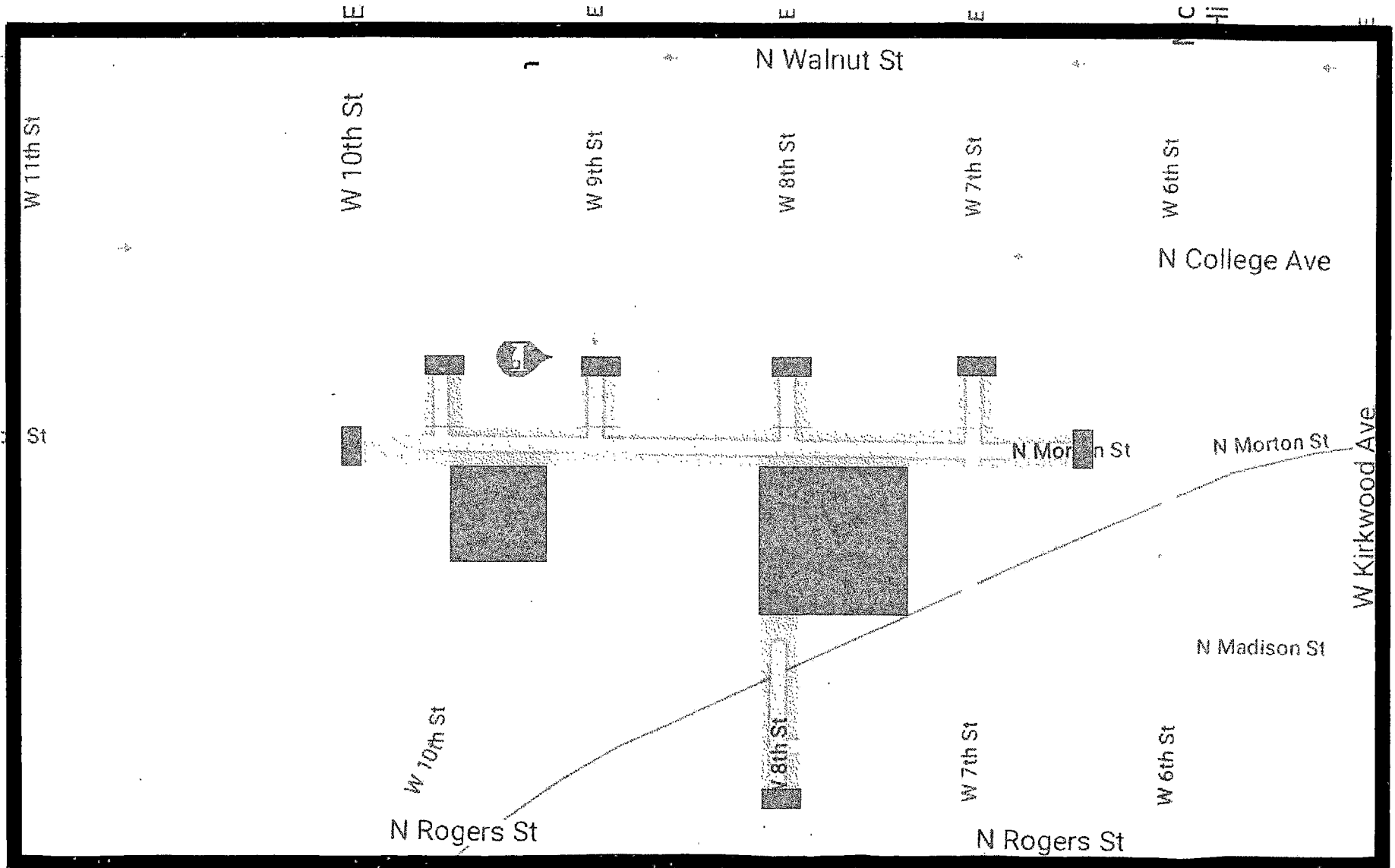
Close lot Friday 6 PM thru Sunday Noon.

5 spaces reserved on North Morton between 10th and 11th Street for staging Friday June 22 thru Noon Sunday June 24.



Taste of Bloomington

2018 STREET CLOSURES





Board of Public Works Staff Report

Project/Event: Push Cart in right of way
Petitioner/Representative: Linda Lewis dba Rasta Pops
Staff Representative: Laurel Waters
Meeting Date: April 3, 2018

Linda Lewis dba Rasta Pops has applied to renew Pushcart License to operate a food cart. 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 push cart selling pre-packaged ice pops.

This application is for six (6) months. License will expire October 3, 2018.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-25**

**Pushcart in Public Right of Way
Linda Lewis dba Rasta Pops, LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Linda Lewis dba Rasta Pops, LLC (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until October 3, 2018.

2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
- d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public

RESOLUTION 2018-25

Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS ___ DAY OF APRIL, 2018

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

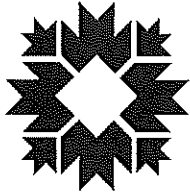
Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-25 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis dba
Rasta Pops, LLC

Date: _____



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

April - Sept.

2. Applicant Information

Name:	Linda Lewis		
Title/Position:	Owner		
Date of Birth:	8/8/66		
Address:	812 S. Henderson Bloomington IN		
City, State, Zip:	Bloomington IN, 47401		
E-Mail Address:	lindalew@hotmail.com		
Phone Number:	812.219.6611	Mobile Phone:	same

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

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

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

4. Company Information

Name of Employer:	Rasta Pops			
Address of Employer:	812 S. Henderson			
City, State, Zip:	Bloomington IN 47401			
Employment Start Date:	May 2016	End Date (If known):		
Phone Number:	812.219.6611			
Website / Email:	rastapops.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Linda Lewis Juri Santos	812 S. Henderson Bloomington IN 47401

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	7/2/16
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Ice Pops, pre-packaged, sold from a freezer cart	
Planned hours of operation:	11am - 12pm depending on event
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food Truck Friday, city sidewalks, etc.
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach NA
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number 47-1034206/0
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required) NA
<input checked="" type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2018

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).

PRODUCER Shine Insurance Agency 409 E. 3rd Street Bloomington IN 47401		CONTACT NAME: McKenzie Goodrich PHONE (A/C, No., Ext): Off: 8126798779 FAX (A/C, No.): E-MAIL ADDRESS: mckenzie@shineinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : WEST BEND MUT INS CO	NAIC # 15350
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NSG2113245	06/09/2017	06/09/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ PD \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Bloomington is Additional Insured.

CERTIFICATE HOLDER		CANCELLATION	
City of Bloomington (2) 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>	

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JOHN HAMILTON
MAYOR
 CITY OF BLOOMINGTON

401 N Morton St Suite 130
 PO Box 100
 Bloomington IN 47402

DEPARTMENT OF ECONOMIC
 & SUSTAINABLE DEVELOPMENT

p 812.349.3418
 f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Linda Lewis / Rasta Pops
 Name, Printed

[Signature] Rasta Pops
 Signature

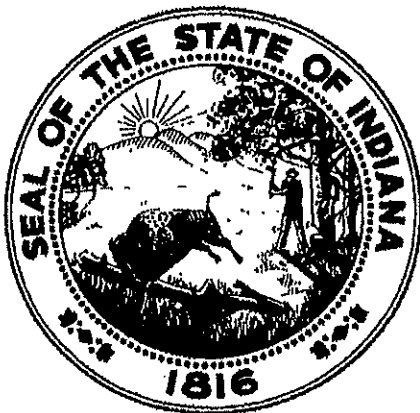
3/21/18
 Date Release Signed

State of Indiana
Office of the Secretary of State
CERTIFICATE OF ORGANIZATION
of
RASTA POPS LLC

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER
1600134338608

RASTA POPS
812 S HENDERSON ST
BLOOMINGTON, IN 47401-4841

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

TID: 0151927839
LOC: 001
FID: 47-1034206/0

ISSUED: 07/02/2016
EXPIRES: 07/31/2018

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



RASTA POPS LLC
812 S HENDERSON ST
BLOOMINGTON, IN 47401-4841

COMMISSIONER

1600134338608

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear RASTA POPS:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be SEASONAL. Your business application indicated the start date of the business as 03/01/2016. Therefore, your first tax payment is due 05/02/2016.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. **A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax, the state's free online filing program.**

With INtax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INtax are highly satisfied with it. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, FDF814CB-C959-0114-E043-0A13184073D2.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

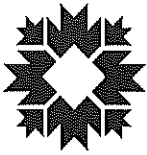
Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

Attached is your renewed registered retail merchant certificate. On the certificate, you will find your Taxpayer Identification Number (TID) and Location Number (LOC). Please make a note of these important numbers. They are to be used on exemption certificates and for phone or written communication with the Indiana Department of Revenue.

Please note the expiration date on the certificate. Effective January 2007, all Indiana retail merchant

50315560_004579_003 OF 001 03/05/13



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- No pushcart shall locate in a street, street median strip or alleyway
- Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- No pushcart shall be located within fifteen feet of any fire hydrant
- No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

- No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor: Rasta Pops
Name: Linda Lewis Rasta Pops
Signature: [Signature] Rasta Pops
Date: 3/21/18



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Pushcart I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:


- Pushcart operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the pushcart by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights)
- No pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- Each pushcart unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No pushcart may make use of any public or private electrical outlet while in operation;
- Each pushcart shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time
 - The trash and recyclable receptacles on the pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
 - Liquid from the pushcart shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof
- Before leaving any location each pushcart shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the pushcart
- No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- No pushcart shall ever be left unattended
- Pushcarts shall not be stored, parked or left overnight on any City property
- All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No pushcarts shall have a drive-thru
- The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

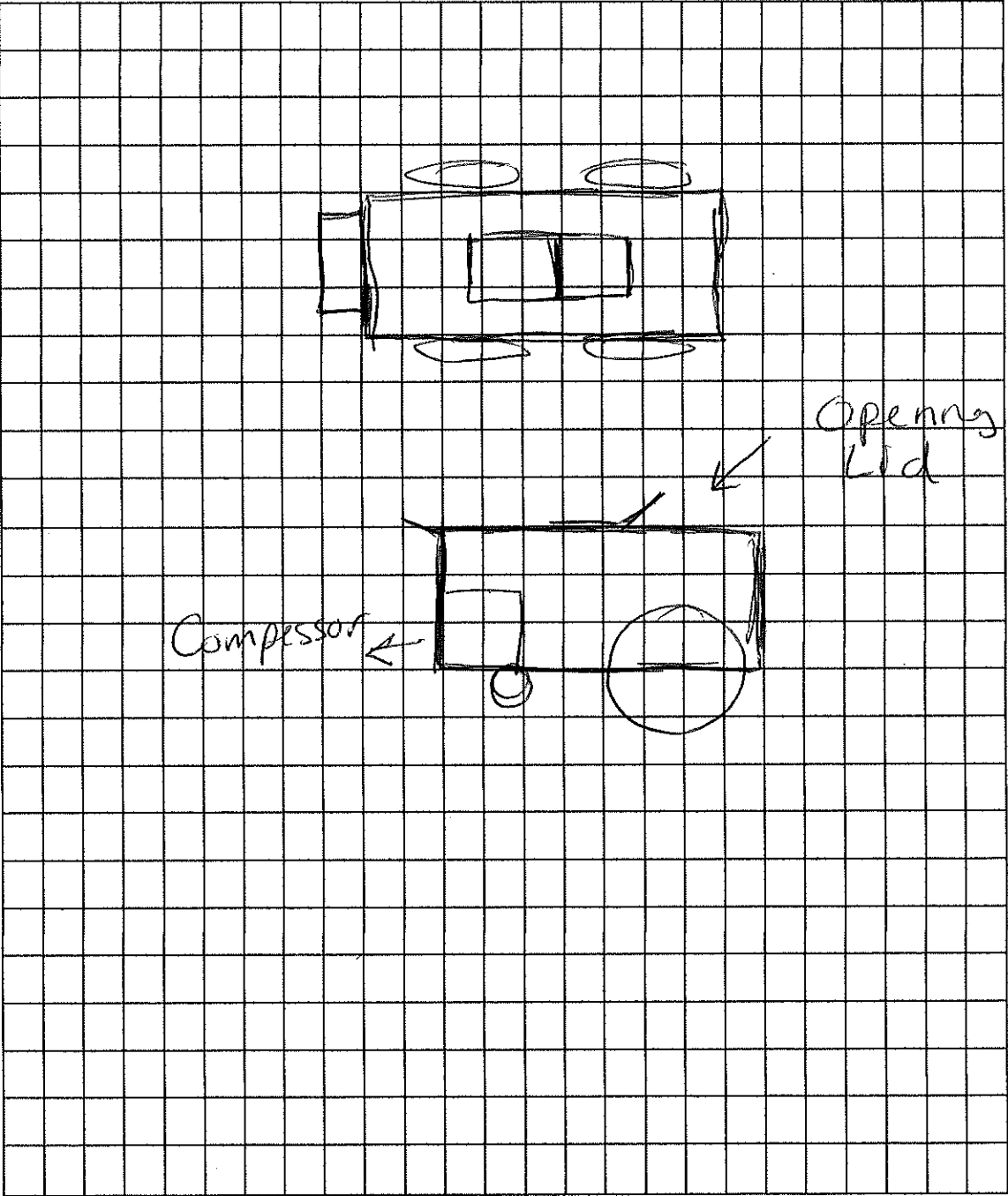
The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor: Rasta Pops
Name: Linda Lewis - Rasta Pops
Signature:  - Rasta Pops
Date: 3/21/18

**MOBILE
FLOOR PLAN / DESIGN & EQUIPMENT LAYOUT**



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

RASTA POPS CART #1

Linda Lewis

812 S. HENDERSON

BLOOMINGTON, IN 47401

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 23 2018

2018

By *Thomas W. Shapiro*

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



Mobile Vendors	License Term	License Dates	Approved for Public Property
Name			
Big Cheez – 1	1 year	3-21-18 – 3-20-19	Y
Big Cheez – 2	1 year	3-7-18 to 3-6-19	Y
Vilven LLC dba Juancho's Munchies	1 Year	10-4-17 to 10-3-18	Y
La Pablana PENDING	1 Year	4-4-18 to 4-3-19	Y
Kebab On Wheels, LLC	1 Year	1-25-17 to 1-24-18	Y
Doner Kebab	1 Year	3-21-18 to 3-20-19	Y
Kona Ice of Bloomington	1 Year	7-12-17 to 7-11-18	Y
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 to 4-12-18	Y
Limestone BB	1 Year	3-21-18 to 3-20-19	
812 BBQ, LLC	1 Year	4-18-17 to 4-17-18	Y
Wevers Smoke Eaters BBQ	1 year	11-02-17 to 11-1-18	Y
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Y
Juannita's	1 year	10-16-17 to 10-15-18	Y
JD's Taste of Chicago	1 year	5-30-17 to 5-29-18	Y
Paradise Food LLC	1 year	7-11-17 to 7-10-18	Y
Wagon Wheel	1 year	11-1-17 to 10-31-18	Y
PUSHCARTS			
Names			
Uel Works, LLC	1 Year	5-31-17 to 5-30-18	Y
Chocolate Moose	1 year	5-18-17 to 5-17-18	Y
Big Dawgs LLC	1 year	10-4-17 to 10-3-18	Y
The Sandwich Spot	1 year	10-4-17 to 10-3-18	Y
Kona Ice of Bloomington	1 year	3-22-18 to 3-21-19	Y
Rasta Pops (PENDING)	6 months	4-4-18 to 10-3-19	



Board of Public Works Staff Report

Project/Event: The Combine Projection Mapping
Petitioner/Representative: Cook Medical
Staff Representative: Christina Smith
Meeting Date: April 3, 2018

Report: In conjunction with The Combine event in Bloomington, Cook Medical is planning on some projection mapping as a temporary art installation on the building façade of the Fountain Square Mall. This event takes place on April 5th through April 7th from 8:15 p.m. to 1:00 a.m. Amplified music is intended to be supportive of the visuals being displayed.

Staff is supportive of the noise permit.

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

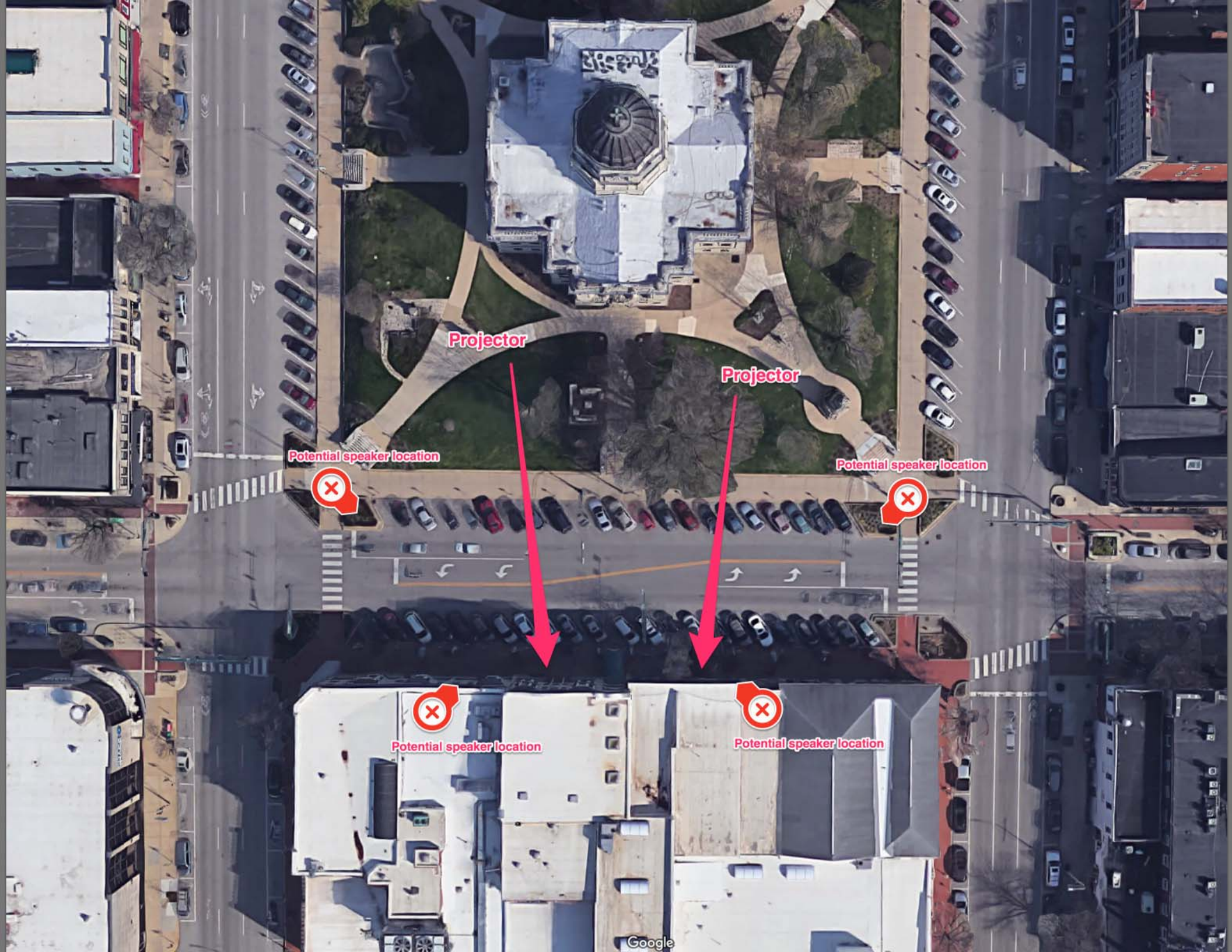
Name of Event:	The Combine projection mapping		
Location of Event:	Kirkwood (between college and walnut)		
Date of Event:	April 5,6,7	Time of Event:	Start: 20:15
Calendar Day of Week:	Thursday, Friday, Saturday		End: 01:00
Description of Event:	<p>To coincide with The Combine in town this weekend, we are planning some projection mapping as a temporary art installation on the North facing side of the square on Kirkwood. We will be making small adjustments to the street lighting (owned and operated by CFC) and supplementing with lights from projectors from the elevated part of the lawn on the county courthouse property.</p> <p>The permit we are requesting is for the audio portion of the experience. The intent of any sound will be to enhance the visuals. Music might be a part of the sound mix, but it will be supportive of the visuals being displayed.</p>		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jason Brown		
Organization:	Cook Medical	Title:	Producer
Physical Address:	750 Daniels Way Bloomington, IN 47401		
Email Address:	Jason.brown@cookmedical.com	Phone Number:	812.272.7209
Signature:		Date:	2018.03.19

FOR CITY OF BLOOMINGTON USE ONLY

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



Projector

Projector

Potential speaker location

Potential speaker location

Potential speaker location

Potential speaker location

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/29/2018	Payroll				397,480.70
					<u>397,480.70</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 397,480.70

Dated this _____ **day of** _____ **year of 20**_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Request of permission to restrict and temporarily close public rights-of-way for the final phase of the South Central Interceptor project

Petitioner/Representative: City of Bloomington Utilities (CBU)/Infrastructure Systems, Inc.

Staff Representative: Liz Carter, Engineering Technician

Date: 4/3/2018

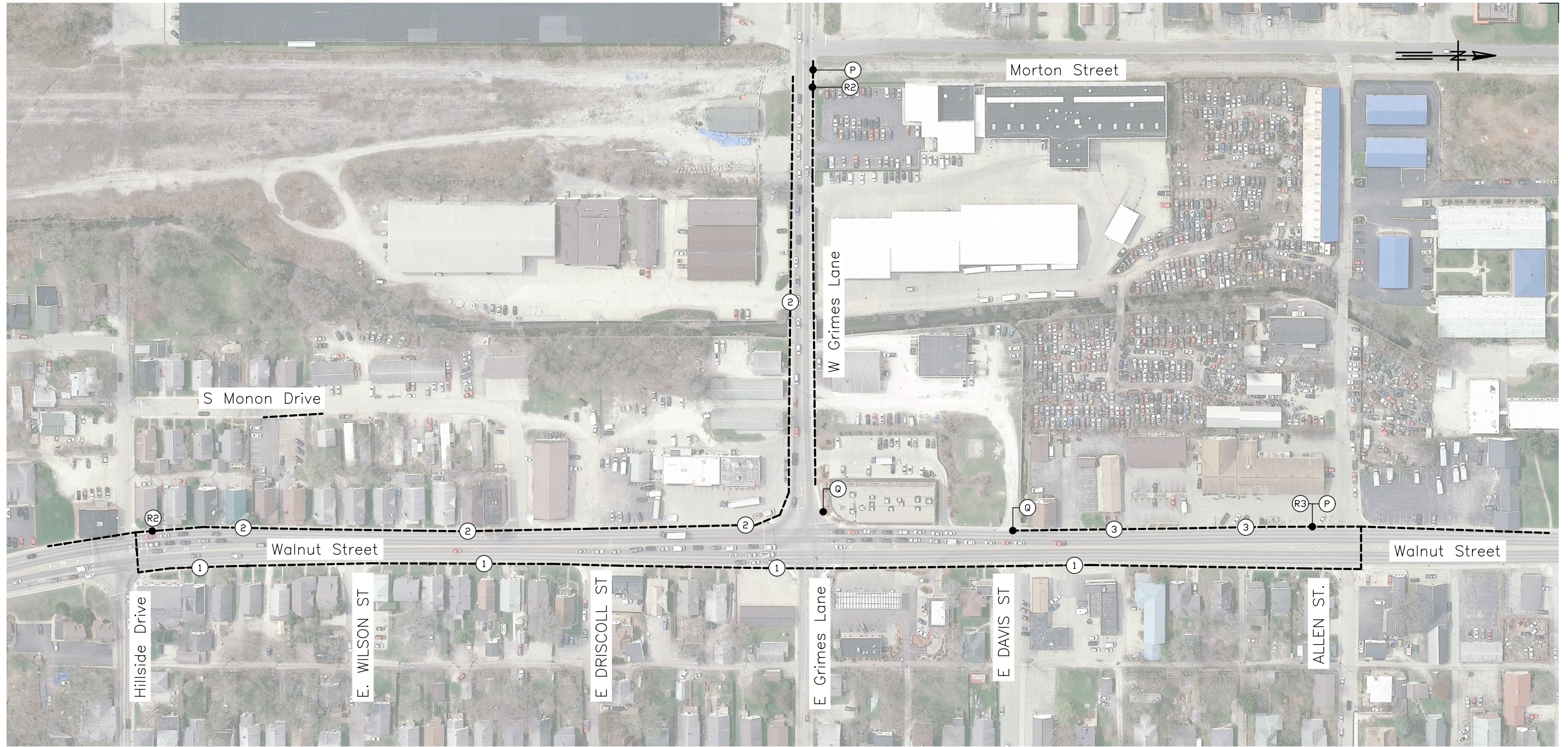
Report: The South Central Interceptor is a city-wide sanitary storm sewer update project that involves the installation of nearly 12,000 feet of new sewer pipe. Much of the construction is complete.

Upon completion of the Monon/Hillside work under a Memorandum of Understanding (MOU), which was approved by the Board on March 20, 2018, CBU is requesting a temporary closure of Grimes Lane and restriction of South Walnut Street. The closure and restriction would facilitate the final portion of the South Central Interceptor project. In order to complete the work, CBU is requesting 8 weeks for the closure of the western portion of the Grimes/Walnut intersection as well as lane restrictions on Walnut Street.

Recommendation and Supporting Justification:

Staff recommends deferment of the Walnut/Grimes request to a subsequent meeting so that all pertinent information may be collected.

Recommend Approval Denial Deferral by Liz Carter



PEDESTRIAN DETOUR ROUTES

USE ROUTE 1 TO ACCESS: ALL RESIDENCES AND BUSINESS ALONG THE EAST SIDE OF WALNUT STREET.

USE ROUTE 2 TO ACCESS: FAMILY VIDEO, INDIANA POOL AND SPAS, HERITAGE HAIR STUDIO, WYLIES FLOOR COVERING, BLOOMINGTON WALL PAPER.

USE ROUTE 3 TO ACCESS: BLOOMINGTON POWERSPORTS, PERRY TWP TRUSTEES, ALL-OPTIONS.

CONFORMED DRAWINGS
SEE COVER SHEET FOR
"CONFORMED DRAWINGS NOTE"

GREELEY AND HANSEN
7820 INNOVATION BOULEVARD, SUITE 150
INDIANAPOLIS, INDIANA 46278

DESIGNED PJP
DRAWN JDR
CHECKED DB

APPROVED

NO.	DATE	APPD	REVISION

SCALE
NOT TO SCALE

CITY OF BLOOMINGTON UTILITIES DEPARTMENT
SOUTH CENTRAL INTERCEPTOR

GENERAL
NORTH OF GRIMES CONST.
PEDESTRIAN TRAFFIC PLAN

FILE NAME MOT PLAN.DWG
DWG **G5P**
SHEET 5A OF 40
DATE FEBRUARY 2017 REV 0



PEDESTRIAN DETOUR ROUTES

USE ROUTE 1 TO ACCESS: ALL RESIDENCES AND BUSINESS ALONG THE EAST SIDE OF WALNUT STREET.

USE ROUTE 2 TO ACCESS: BLOOMINGTON POWERSPORTS, PERRY TWP TRUSTEES, ALL-OPTIONS, WYLIES FLOOR COVERING, BLOOMINGTON WALL PAPER, BLOOMINGTON TRANSIT.

USE ROUTE 3 TO ACCESS: FAMILY VIDEO, INDIANA POOL AND SPAS, HERITAGE HAIR STUDIO.

CONFORMED DRAWINGS
SEE COVER SHEET FOR
"CONFORMED DRAWINGS NOTE"

GRIELEY AND HANSEN
7820 INNOVATION BOULEVARD, SUITE 150
INDIANAPOLIS, INDIANA 46278

DESIGNED PJP
DRAWN JDR
CHECKED DB

APPROVED

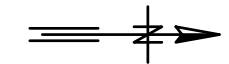
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CITY OF BLOOMINGTON UTILITIES DEPARTMENT
SOUTH CENTRAL INTERCEPTOR

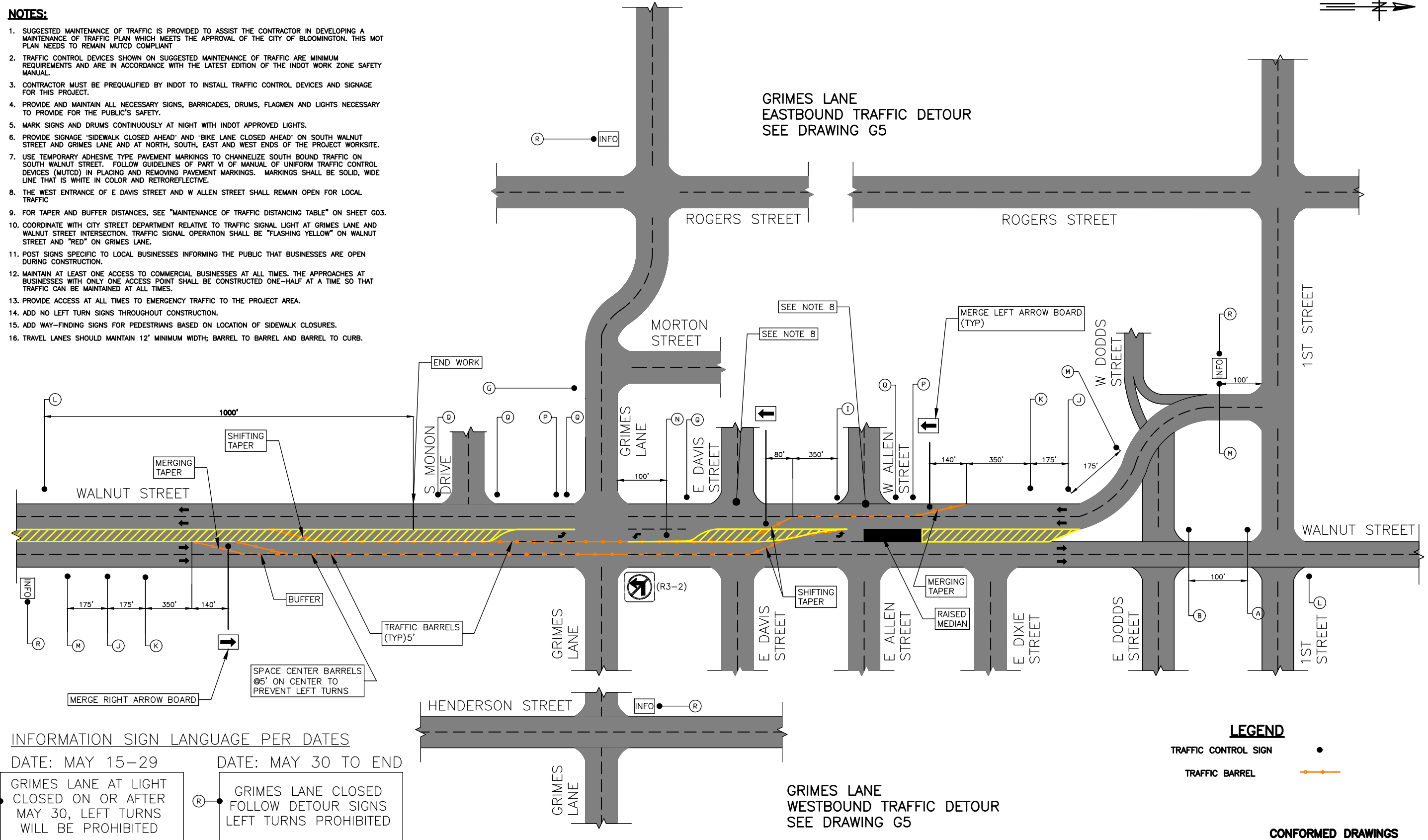
GENERAL
SOUTH OF GRIMES CONST.
PEDESTRIAN TRAFFIC PLAN

FILE NAME MOT PLAN.DWG			
DWG	G5P		
SHEET	5A	OF	40
DATE	FEBRUARY 2017	REV	0



NOTES:

1. SUGGESTED MAINTENANCE OF TRAFFIC IS PROVIDED TO ASSIST THE CONTRACTOR IN DEVELOPING A MAINTENANCE OF TRAFFIC PLAN WHICH MEETS THE APPROVAL OF THE CITY OF BLOOMINGTON. THIS MOT PLAN NEEDS TO REMAIN MUTCD COMPLIANT
2. TRAFFIC CONTROL DEVICES SHOWN ON SUGGESTED MAINTENANCE OF TRAFFIC ARE MINIMUM REQUIREMENTS AND ARE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDOT WORK ZONE SAFETY MANUAL.
3. CONTRACTOR MUST BE PREQUALIFIED BY INDOT TO INSTALL TRAFFIC CONTROL DEVICES AND SIGNAGE FOR THIS PROJECT.
4. PROVIDE AND MAINTAIN ALL NECESSARY SIGNS, BARRICADES, DRUMS, FLAGMEN AND LIGHTS NECESSARY TO PROVIDE FOR THE PUBLIC'S SAFETY.
5. MARK SIGNS AND DRUMS CONTINUOUSLY AT NIGHT WITH INDOT APPROVED LIGHTS.
6. PROVIDE SIGNAGE "SIDEWALK CLOSED AHEAD" AND "BIKE LANE CLOSED AHEAD" ON SOUTH WALNUT STREET AND GRIMES LANE AND AT NORTH, SOUTH, EAST AND WEST ENDS OF THE PROJECT WORKSITE.
7. USE TEMPORARY ADHESIVE TYPE PAVEMENT MARKINGS TO CHANNELIZE SOUTH BOUND TRAFFIC ON SOUTH WALNUT STREET. FOLLOW GUIDELINES OF PART VI OF MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) IN PLACING AND REMOVING PAVEMENT MARKINGS. MARKINGS SHALL BE SOLID, WIDE LINE THAT IS WHITE IN COLOR AND RETROREFLECTIVE.
8. THE WEST ENTRANCE OF E DAVIS STREET AND W ALLEN STREET SHALL REMAIN OPEN FOR LOCAL TRAFFIC
9. FOR TAPER AND BUFFER DISTANCES, SEE "MAINTENANCE OF TRAFFIC DISTANCING TABLE" ON SHEET G03.
10. COORDINATE WITH CITY STREET DEPARTMENT RELATIVE TO TRAFFIC SIGNAL LIGHT AT GRIMES LANE AND WALNUT STREET INTERSECTION. TRAFFIC SIGNAL OPERATION SHALL BE "FLASHING YELLOW" ON WALNUT STREET AND "RED" ON GRIMES LANE.
11. POST SIGNS SPECIFIC TO LOCAL BUSINESSES INFORMING THE PUBLIC THAT BUSINESSES ARE OPEN DURING CONSTRUCTION.
12. MAINTAIN AT LEAST ONE ACCESS TO COMMERCIAL BUSINESSES AT ALL TIMES. THE APPROACHES AT BUSINESSES WITH ONLY ONE ACCESS POINT SHALL BE CONSTRUCTED ONE-HALF AT A TIME SO THAT TRAFFIC CAN BE MAINTAINED AT ALL TIMES.
13. PROVIDE ACCESS AT ALL TIMES TO EMERGENCY TRAFFIC TO THE PROJECT AREA.
14. ADD NO LEFT TURN SIGNS THROUGHOUT CONSTRUCTION.
15. ADD WAY-FINDING SIGNS FOR PEDESTRIANS BASED ON LOCATION OF SIDEWALK CLOSURES.
16. TRAVEL LANES SHOULD MAINTAIN 12' MINIMUM WIDTH; BARREL TO BARREL AND BARREL TO CURB.



INFORMATION SIGN LANGUAGE PER DATES

DATE: MAY 15-29	DATE: MAY 30 TO END
GRIMES LANE AT LIGHT CLOSED ON OR AFTER MAY 30, LEFT TURNS WILL BE PROHIBITED	GRIMES LANE CLOSED FOLLOW DETOUR SIGNS LEFT TURNS PROHIBITED

LEGEND

TRAFFIC CONTROL SIGN ●

TRAFFIC BARREL ———

CONFORMED DRAWINGS
SEE COVER SHEET FOR "CONFORMED DRAWINGS NOTE"

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2018/03/28 10:36 AM JAY RAMEY

GREELEY AND HANSEN
7820 INNOVATION BOULEVARD, SUITE 150
INDIANAPOLIS, INDIANA 46278

DESIGNED LAW
DRAWN CEW
CHECKED JMT

APPROVED

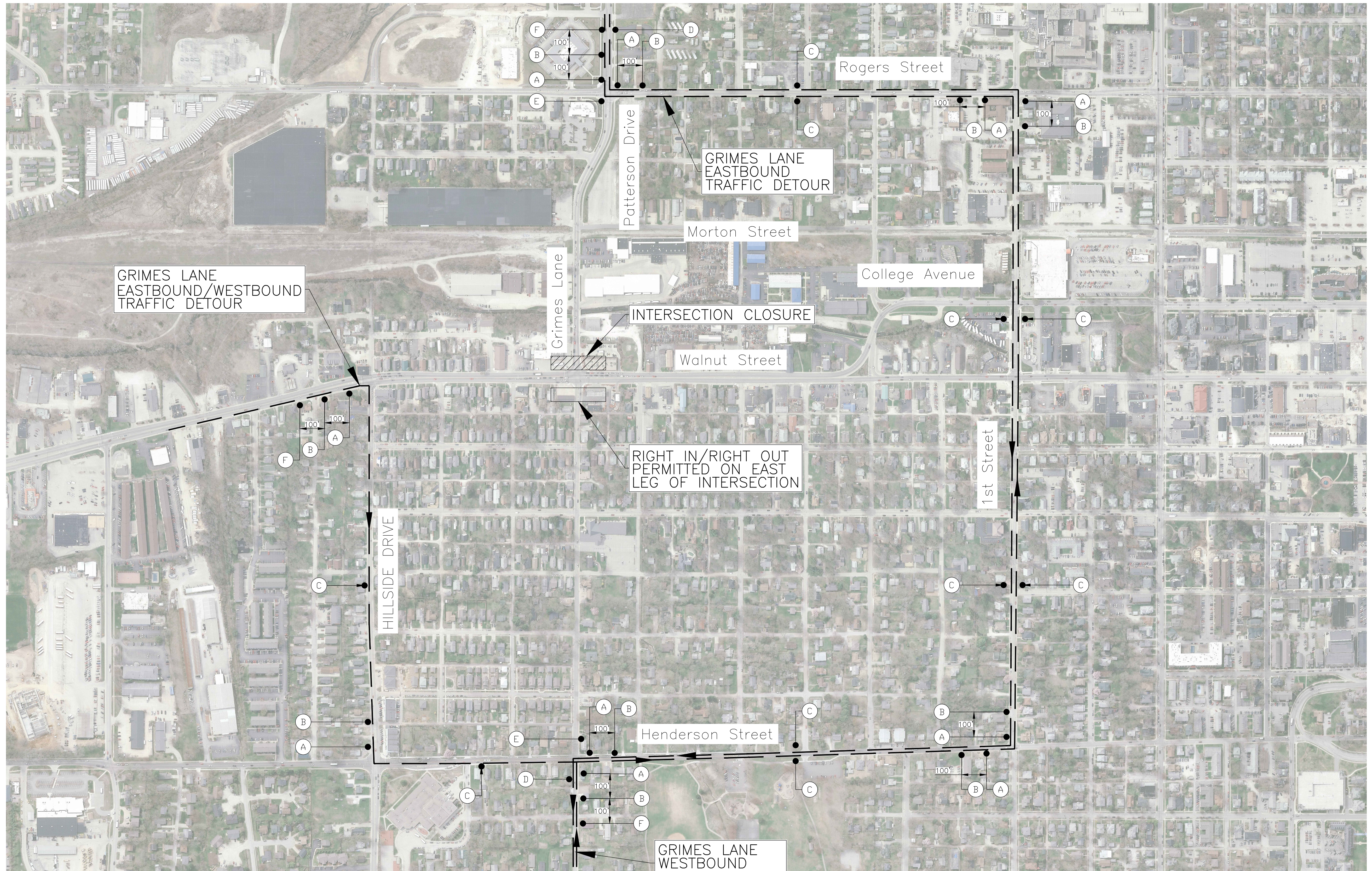
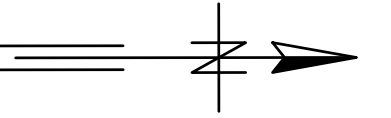
NO.	DATE	APPD	REVISION

SCALE
NOT TO SCALE

CITY OF BLOOMINGTON UTILITIES DEPARTMENT
SOUTH CENTRAL INTERCEPTOR

GENERAL
SOUNT CENTRAL INTERCEPTOR

FILE NAME 0593N0G04.DWG	G4
DWG	
SHEET 4 OF 40	REV 0
DATE FEBRUARY 2017	



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CONFORMED DRAWINGS
SEE COVER SHEET FOR
"CONFORMED DRAWINGS NOTE"

GREELEY AND HANSEN
7820 INNOVATION BOULEVARD, SUITE 150
INDIANAPOLIS, INDIANA 46278

DESIGNED LAM
DRAWN CEW
CHECKED JMT

APPROVED

NO.	DATE	APPD	REVISION

SCALE

NOT TO SCALE

CITY OF BLOOMINGTON UTILITIES DEPARTMENT

SOUTH CENTRAL INTERCEPTOR

GENERAL

TRAFFIC CONTROL OVERVIEW

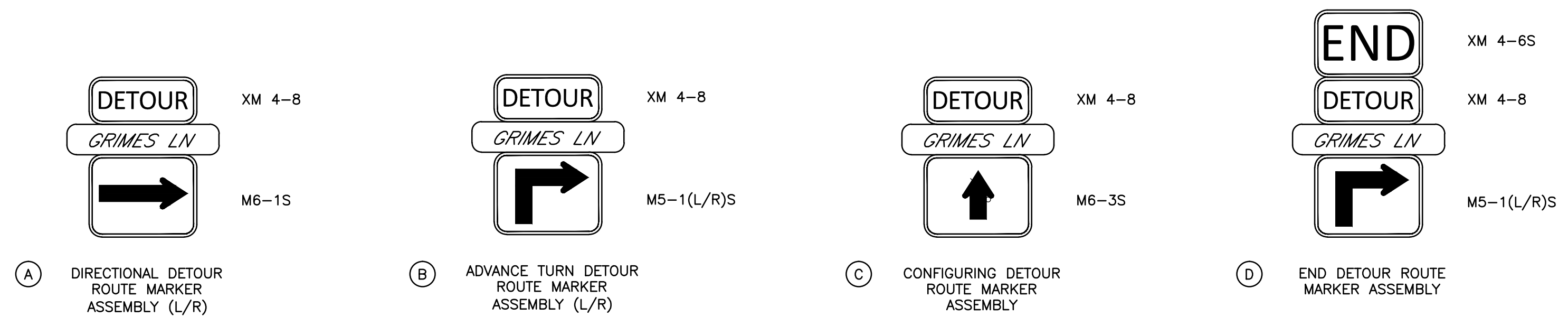
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DWG **G5**
SHEET 5 OF 40
DATE FEBRUARY 2017 REV #

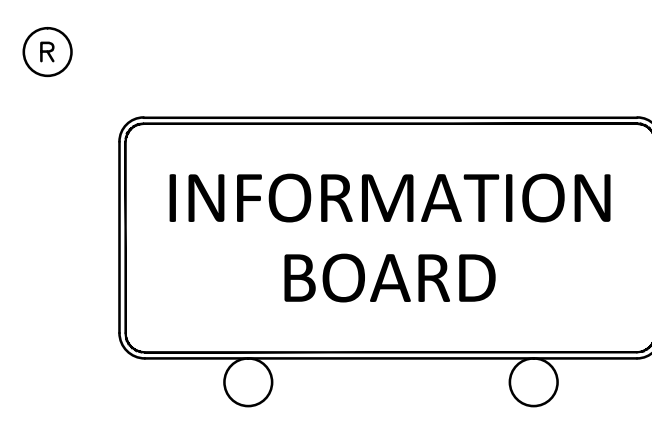
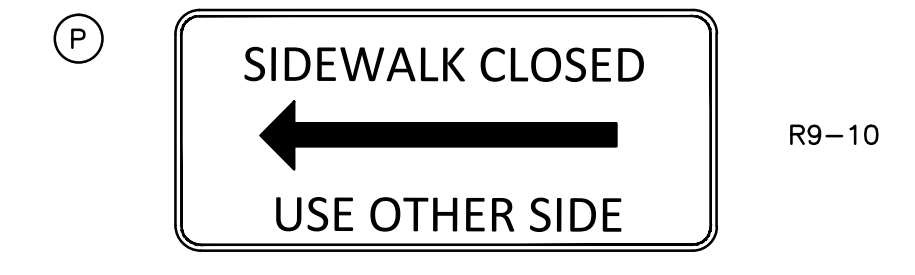
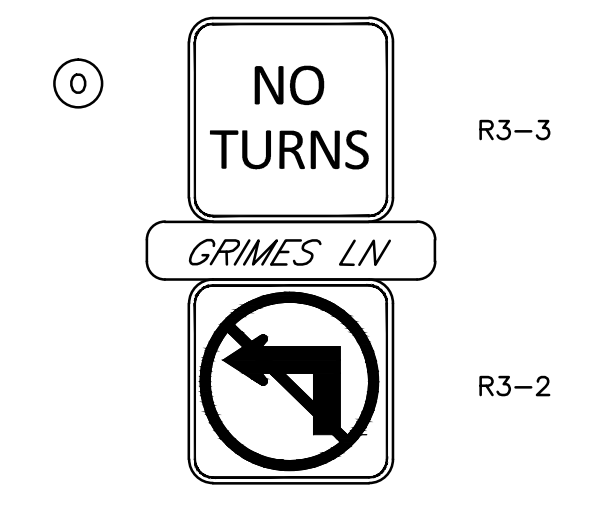
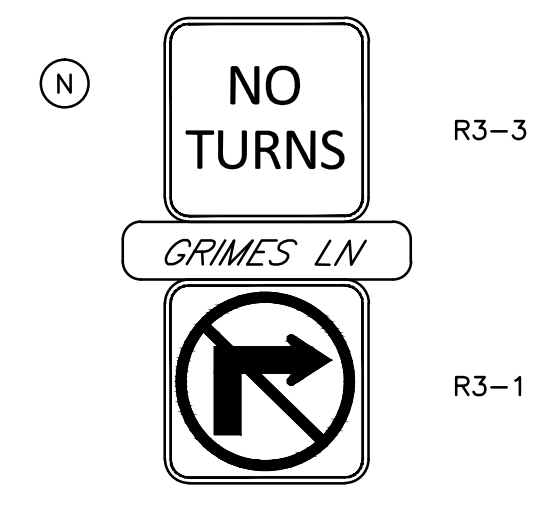
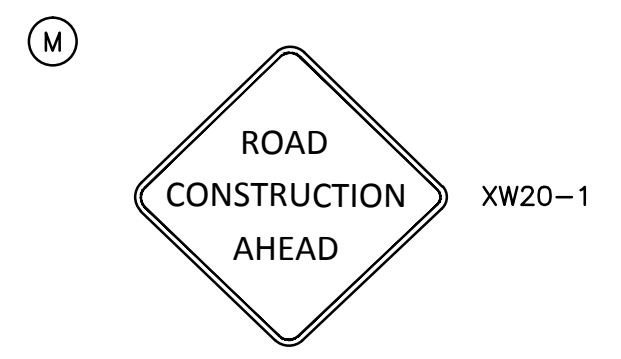
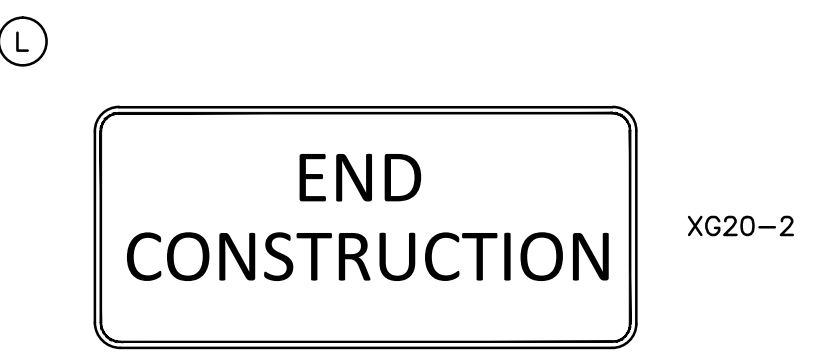
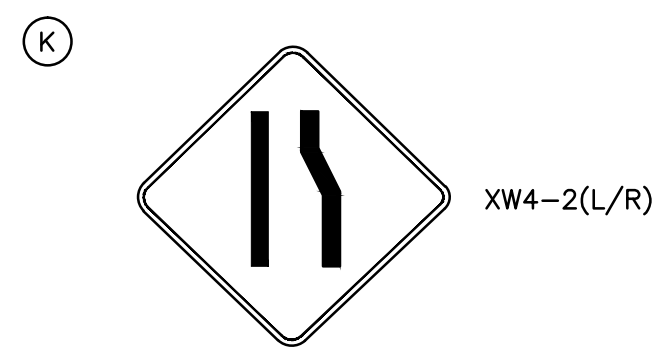
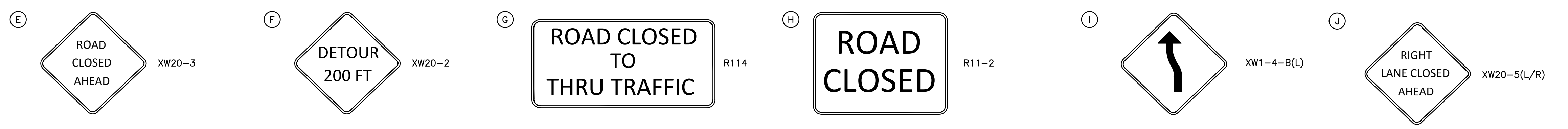
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- (A) ADVANCE TURN ROUTE MARKER ASSEMBLIES SHALL BE LOCATED AS SHOWN, OR AFTER THE LAST CROSS STREET PRIOR TO THE BEGINNING OF THE DETOUR, AS DIRECTED.
- (B) DIRECTIONAL DETOUR ROUTE MARKER ASSEMBLIES SHALL BE LOCATED 100 FT TO 200 FT IN ADVANCE OF ALL REQUIRED TURNS WITHIN THE DETOUR LIMITS.
- (C) CONFIRMING DETOUR ROUTE MARKER ASSEMBLIES SHALL BE LOCATED 200 FT PAST ALL MAJOR INTERSECTIONS, AS DIRECTED, AND SHALL BE SPACED A MAXIMUM OF 0.5 MILES ON AN URBAN DETOUR ON EACH LEG OF SUCH DETOUR. CONFIRMING DETOUR ROUTE MARKER ASSEMBLIES SHALL BE PLACED AFTER REQUIRED TURN WHEN DIRECTED.
- (D) END DETOUR ROUTE MARKER ASSEMBLIES SHALL BE LOCATED AT THE POINT AT WHICH TRAFFIC IS RETURNED TO THE ORIGINAL ROUTE. THE ADVANCE TURN MARKER (M5-1) SHALL BE INCLUDED IN THE ASSEMBLY WHEN TRAFFIC IS REQUIRED TO TURN TO ACCESS THE ORIGINAL ROUTE.



MAINTENANCE OF TRAFFIC DISTANCING TABLE*

SPEED LIMIT (MPH)	INITIAL WARNING (FT)	ADDITIONAL WARNING (FT)	MERGING TAPER (FT)	SHIFTING TAPER (FT)	CONES (EA)	TAPER CONE SPACING (FT)	BUFFER (FT)
25	200	200	160	80	9	20	160
30	200	200	200	120	9	20	200
35	350	350	280	160	13	20	280
40	350	350	320	160	8	40	305
45	500	500	560	280	14	40	360

* TABLE INFORMATION OBTAINED FROM THE INDOT WORK ZONE SAFETY MANUAL LATEST EDITION.

CONFORMED DRAWINGS
SEE COVER SHEET FOR "CONFORMED DRAWINGS NOTE"

GREELEY AND HANSEN
7820 INNOVATION BOULEVARD, SUITE 150
INDIANAPOLIS, INDIANA 46278

DESIGNED LAM
DRAWN CEW
CHECKED JMT

APPROVED

NO.	DATE	APPD	REVISION

SCALE
NOT TO SCALE

CITY OF BLOOMINGTON UTILITIES DEPARTMENT
SOUTH CENTRAL INTERCEPTOR

GENERAL
TRAFFIC CONTROL DETAILS

FILE NAME 0593NOG03.DWG
DWG G3
SHEET 3 OF 40
DATE FEBRUARY 2017 REV 0



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Grimes intersection closure

Chad Giddens

Mon, Mar 19, 2018 at 11:07 AM

Reply-To: [REDACTED]

To: planning@bloomington.in.gov

As a resident of the west side who works on South Walnut street, I'm incredibly concerned about the overlapping of construction projects that will take place this summer. And not that I think thought hasn't gone into the scheduling of these projects.

If there is any overlap whatsoever in the Grimes project and the Country Club Rd project, the only two eastbound arteries in a 2 mile span will be closed, putting even greater pressure on 2nd street and Gordon Pike. It blows my mind that anyone thinks this is a good idea.

And based upon what I've seen in the past month or so with ongoing and overlapping construction on the 2nd street, 3rd street and country club bridges, it seems as if no one really cares about how this impacts commuters.

- Are traffic lights going to be re-synced to help keep traffic flowing?
- is there any thought being given to using traffic cops during high congestion times in lieu of traffic signals?
- what steps can you share that the city will take to help keep east/west traffic moving?

I understand the stars cannot always align for these projects, but the public already feels like traveling east/west in this city is nearly an impossibility. You're simply making it much much harder than it already is without some additional relief provided by finishing a project or two before beginning this one.

I hope the approach the city is taking isn't one of simply asking people to be more patient. I want to hear some steps being taken to lighten the traffic load during these projects.

Chad Giddens



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] RE: Sanitary Sewer Infrastructure Installation Project

Kyle Fulford [REDACTED] >

Tue, Mar 27, 2018 at 7:52 PM

Reply-To: [REDACTED]

To: "planning@bloomington.in.gov" <planning@bloomington.in.gov>

Cc: "mayor@bloomington.in.gov" <mayor@bloomington.in.gov>, "crowleya@bloomington.in.gov" <crowleya@bloomington.in.gov>, "roukerm@bloomington.in.gov" <roukerm@bloomington.in.gov>

Hello,

Please reconsider the sewer construction project on South Walnut street which would close the Grimes Ln. intersection and restrict north/south traffic to one lane in each direction. With the concurrent closure on Country Club Ln., and lane restrictions on literally every east/west corridor in town, the burden this creates for the community outweighs the benefit. I understand the pipe is old and it needs to be replaced. But I would strongly encourage city leaders to postpone this project until fall, or even next summer. With lane restrictions on Rhorer Rd., Gordon Pike, Bloomfield Rd/W 3rd St overpasses, 45/46 overpass towards Ellettsville, and the aforementioned Country Club Dr., the nightmarish traffic bottleneck this project will create is unbearable, unacceptable, and really just not thought out very well.

Henderson Street and South Rogers St. are not able to handle the increased capacity due to College/Walnut overflow. Not to mention the impact on businesses between Hillside and Allen. I don't think the planners fully realize the negative impact this will have on the south side for the entire summer; surely you have run traffic simulations and measured the community impact, right? It's almost as if our leaders do not live and work and drive in this community. This affects you too! It should not take 30 minutes to get from Target to Lowe's. It should not take 30 minutes to get from Lucky's to Assembly Hall. And that's what it's like *now*. Imagine the hellish scenario where every major thoroughfare in town is closed or restricted in one way or another.

Drivers will avoid College and Walnut altogether, and fly down Rogers or (gulp) Morton to get to Patterson, which is already over capacity because there is no other way to get from downtown to the west side. The traffic signal timings, already horribly inefficient, will be unable to anticipate and adapt to the increased number of cars and jams will occur at every intersection from Fairview to Allen to 2nd to 3rd and Adams. West 3rd Street, already suffering from lane restrictions on the overpass, will become unbearable and trick more drivers into thinking Bloomfield Rd. is faster, only to find complete stoppages there as well. It is only rational and reasonable to let the state finish its work on 37/69 at these interchanges before even *attempting* to widen Rhorer and Gordon Pike. That area really doesn't even need it. A simple traffic signal at Walnut Street Pike instead of a four-way-stop would have fixed that.

I'm not an expert in city planning or transportation but I do drive here, everyday. I feel like the actual impact of these decisions is not really considered, and there is some sort of power struggle between Public Works and Planning/Transportation. Whatever the case, I would hope you can put your departmental differences aside and consider the impact of these decisions on the community. Please delay this project until you finish the ones you started. You may read my letter at the public forum on April 3. I sincerely hope you take this feedback into account. I welcome the opportunity to have a conversation as well. Thank you for reading my message.

Kyle F
Bloomington



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] proposed closure of Grimes Rd.

ERIN MARTOGLIO

Tue, Mar 20, 2018 at 4:37 PM

Reply-To: [REDACTED]
To: planning@bloomington.in.gov

Hello,

I am writing in frustration and concern over the lack of coordination of road construction projects affecting the west and southwest sides of Bloomington. I apologize in advance as this will not likely be an example of my most artful writing due to my frustration. From those of us who live on the southwest side and work in Bloomington, our response to the proposed closure of Grimes can only politely be summed up as, "Are you serious? Does anyone managing these projects actually live on the west side or ever travel to it?"

I read last week that it is proposed to close Grimes Road between Rogers and Walnut for virtually the entire summer. Doing that effectively creates a wall along the corridor between Rogers and Walnut that is over 2 miles long, as one cannot cross between the two sides of town except at Dodds and the still-under-construction Rhorer Road.

The Rhorer/S. Walnut intersection is already a mess due to construction (there are not even actual lanes on the road) and it is already overburdened with the closure of Country Club. I also read that there is a proposal to close or reduce traffic at the intersection of Rockport and Country Club, delays which have already been taking place this winter and spring with the tree removal and power line work. And still, Tapp Road is impassable east-west and Second and Third remain under construction. How are we supposed to get anywhere from the west side?

I understand that sewer work is planned and I am excited about the Switchyard park, too. But there must be a less obstructive way to schedule this work than to close the entire road of Grimes while Country Club is still closed. I strongly urge you to reconsider the scope and timing of this project .

Sincerely,
Erin Martoglio



Board of Public Works Staff Report

Project/Event: Trades District Final Plat
Petitioner: Bloomington Redevelopment Commission
Staff Representative: Andrew Cibor, Transportation & Traffic Engineer
Date: 4/3/2018

Report: The petitioner is seeking approval of the final plat of the southern half of the Trades District (area bounded by Rogers, Trades Street, alley west of Morton, and 10th Street). The Board of Public Work's (BPW) approval represents the acceptance of public right-of-way. The City's Plan Commission originally approved the plat on September 11, 2017. Given the Plan Commission's approval was more than six months ago, the City's Plan Commission or Plat Committee will need to reapprove the plat before it can be recorded. The City's Redevelopment Commission (RDC) is expected to approve the plat at their 4/2/2018 meeting.

The public improvements within the rights of way of Trades District are under contract for construction this year. On February 20, 2018 the BPW entered into a Memorandum of Understanding (MOU) with the RDC that provided the RDC authority to manage the construction of these improvements.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Trades District Final Plat contingent on the City's Plan Commission or Plat Committee reapproving the Final Plat.

Recommend Approval Denial by _____ Andrew Cibor

TRADES DISTRICT FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 32 AND A PART OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA

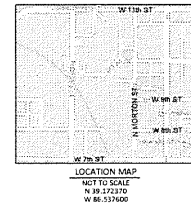
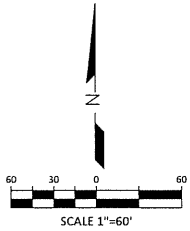
OWNER/DEVELOPER
City of Bloomington Redevelopment Commission
401 West 17th Street
Bloomington, IN 47404
Phone: 812-349-3420

Morton Street Properties, LLC
555 North Morton Street
Bloomington, IN 47404

RECORD INFORMATION
City of Bloomington Redevelopment Commission
Instrument Number 2011012088
Parcel Number(s): 53-05-32-100-035,000-005,
53-05-32-400-004,000-005,
53-05-33-300-021,001-005, and
53-05-33-200-013,000-005

Morton Street Properties, LLC
Instrument Number 2008012578
Parcel Number: 53-05-33-200-012,000-005

ZONING
Subject: CD
Adjoiners: CD



RECORDER'S STAMP

AUDITOR'S STAMP

P.O.C.
NW COR. OF 12' ALLEY, 12' WEST OF THE
NW COR. LOT 1 HUNTER ADDITION
RR SPIKE RD
0.1' E.G.

SETBACKS:
Maximum Front: 15 feet from existing right-of-way
Minimum Side: 5 feet
Minimum Rear: 5 feet

TRADES DISTRICT FINAL PLAT DESCRIPTION

A part of the Northeast quarter of Section 32 and a part of the Northwest Quarter of Section 33 all in Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

- Commencing at the Northwest corner of a 12 foot alley being 12 feet west of the Northwest Corner of Lot 1 in Hunter Addition to the City of Bloomington; thence SOUTH 00 degrees 03 minutes 30 seconds WEST, along the west line of said alley 327.47 feet to the POINT OF BEGINNING; thence continuing along the west line of said alley the following Two (2) courses:
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NOTES:

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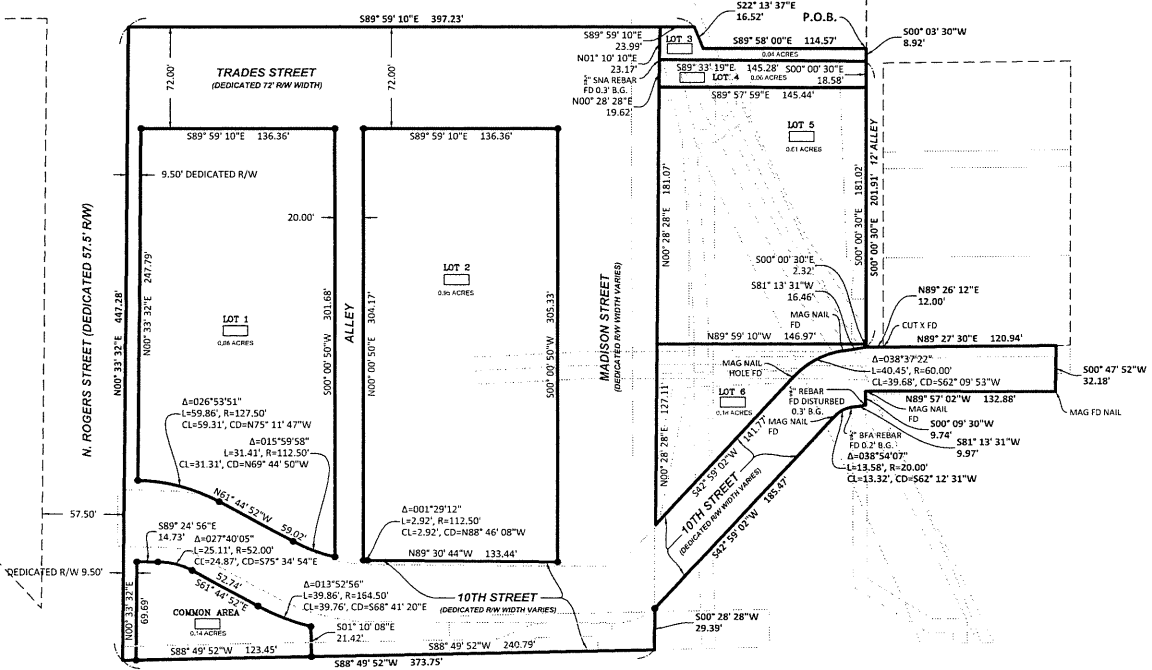
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LEGEND:
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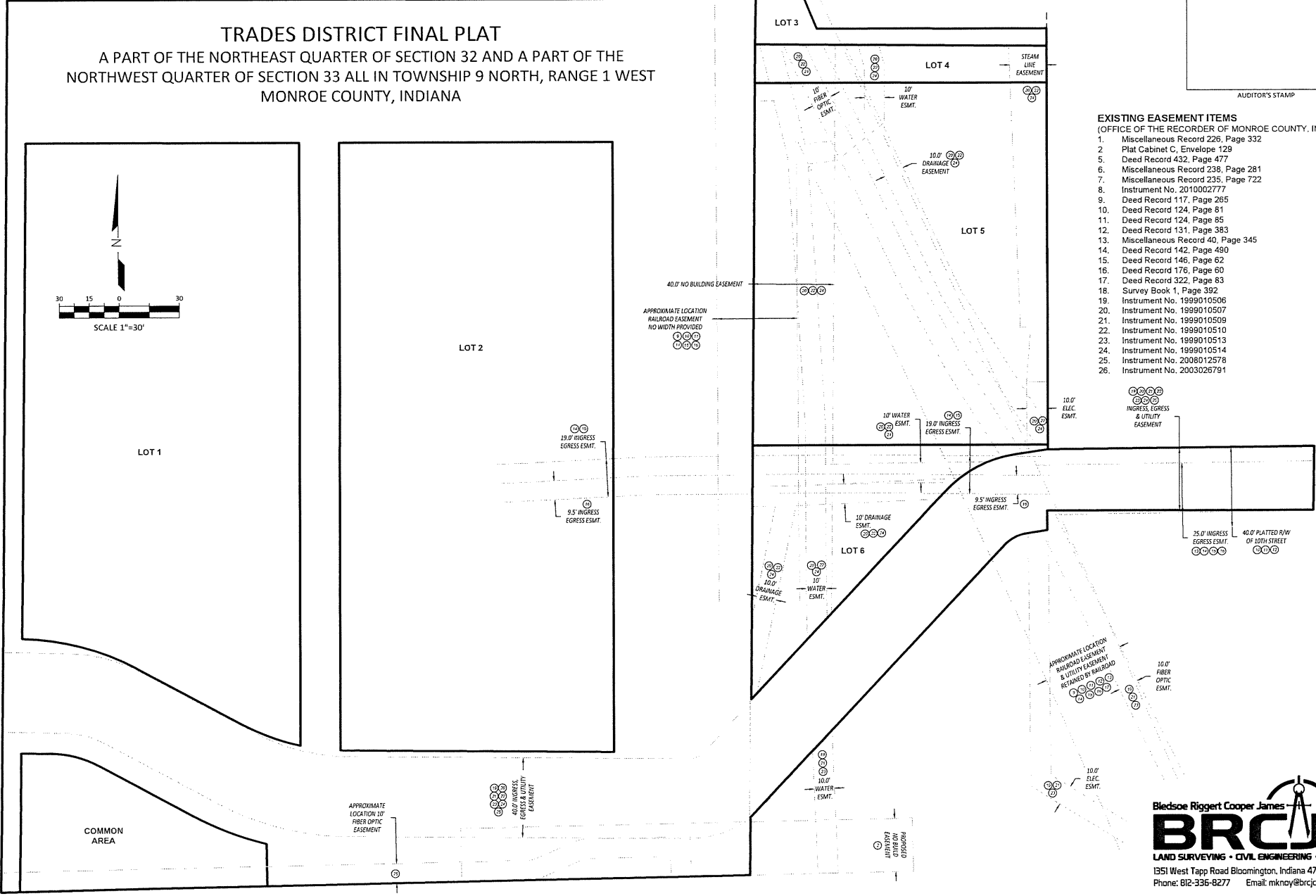
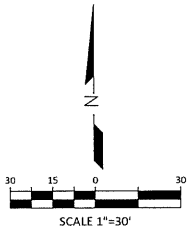
TRADES DISTRICT FINAL PLAT

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 11. Deed Record 124, Page 85
 12. Deed Record 131, Page 383
 13. Miscellaneous Record 40, Page 345
 14. Deed Record 142, Page 480
 15. Deed Record 146, Page 62
 16. Deed Record 176, Page 60
 17. Deed Record 322, Page 83
 18. Survey Book 1, Page 392
 19. Instrument No. 1999010506
 20. Instrument No. 1999010507
 21. Instrument No. 1999010509
 22. Instrument No. 1999010510
 23. Instrument No. 1999010513
 24. Instrument No. 1999010514
 25. Instrument No. 2008012578
 26. Instrument No. 2003026791



Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: mknay@brjcivil.com

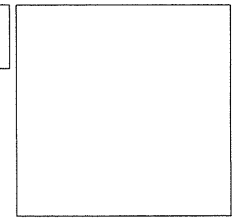
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MONROE COUNTY, INDIANA



RECORDER'S STAMP



AUDITOR'S STAMP

OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission and Morton Street Properties, LLC, being the owners of the described real estate herein, do hereby layoff and plat the same into six lots in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Trades District Final Plat.

In Witness Whereof, the City of Bloomington Redevelopment Commission and Morton Street Properties, LLC, have executed this instrument and caused their names to be subscribed thereto, this _____ day of _____, 2018.

City of Bloomington Redevelopment Commission

By _____

Morton Street Properties, LLC

By _____

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, _____, personally appeared and acknowledged the execution of this instrument this _____ day of _____, 2018.

Notary

Notary Signature

My commission expires: _____

County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE CITY AT MEETING HELD: _____, 2018

APPROVED BY THE CITY BOARD OF PUBLIC WORKS AT A MEETING HELD: _____, 2018

Director Planning & Transportation Department

President of Plan Commission

President of Board of Public Works

Member of Board of Public Works

Member of Board of Public Works

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for a urban survey (0.07 feet plus 50 ppm) as defined IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.)

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above, ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This survey is a retracement and original survey. This survey was performed at the request of the City of Bloomington Redevelopment Commission and Anderson+Bohlender, LLC to divide the subject parcels for future development. This survey is not complete without the Report of Survey associated with survey #1 and #4. Both survey #4 and this survey were performed as one effort but recorded at different stages of the project.

The properties are currently in the name of City of Bloomington Redevelopment Commission (Instrument Number 2011012088) and Morton Street Properties, LLC (Instrument Number 2008012578).

The field work was completed March of 2017.

MONUMENTS FOUND:

See survey #1, #2, #3, and #4 for monuments. Monuments in survey #1 along with monuments shown along the north and south lines of 10th Street were accepted as the best evidence of property lines and existing right-of-way.

SURVEYS CONSULTED:

1. ALTA/ACSM Land Title Survey by Ben E. Bledsoe of Bledsoe Riggert Guerretaz, Inc., dated August 10, 2011; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2017003353.
2. Topographic and ALTA/ACSM Land Title by Rachel A. Oser of Bledsoe Riggert Guerretaz, Inc., dated October 23, 2014; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2015004424.
3. Boundary Survey by Stephen L. Smith of Smith Neubecker & Associates, Inc., dated January 22, 1999.
4. Plat of Survey by Matthew M. Knoy of Bledsoe Riggert Cooper James, Inc., dated March 12, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018002819.

DEED ANALYSIS:

There is a possible deed overlap of as much as 0.6' along the western line of Instrument #2008012578 south of 10th Street. When accepting monuments #41, #44, and #60 as being on the south line of the Morton Street Properties, LLC parcel (see survey #4); the established southern right-of-way of 10th Street is 0.2' to 1.2' north of the record deed calls from Instrument #2008012578. There is no deed gap along the established southern right-of-way since the record deed calls to right-of-way.

ESTABLISHMENT OF LINES AND CORNERS:

The new perimeter boundary line was based on the Report of Survey included in surveys #1, #2, #3, and #4. The right-of-way of 10th Street was established using a best fit of found monuments, survey #3, and Instrument #2008012578. The west line of Instrument #2008012578 was established using the east line created by survey #1. The east line of the 12' alley was established at a record 12' width from the west line of the alley per survey #1. The new parcels and street right-of-way was at the direction of the owner(s).

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows: as noted in surveys #1, #2, #3, and #4.

Due to Availability and condition of reference monuments; as noted in surveys #1, #2, #3, and #4.

Due to Occupation or possession lines; as shown.

Due to Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines; as noted in surveys #1, #2, #3, and #4.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Certified March 28, 2018.

Matthew M. Knoy
Professional Surveyor No. LS20800146
State of Indiana



TRADES DISTRICT FINAL PLAT

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NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9 NORTH, RANGE 1 WEST
MONROE COUNTY, INDIANA

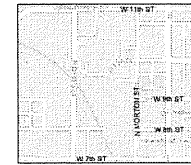
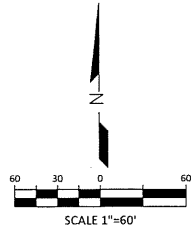
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ZONING
Subject: CD
Adjoiners: CD



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P.O.C.
NW COR. OF 12' ALLEY, 12' WEST OF THE
NW COR. LOT 1 HUNTER ADDITION
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FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA. PROPERTY IS LOCATED IN FLOOD ZONE X PER COMMUNITY PANEL NO. 18105C0141D DATED DECEMBER 17, 2010.

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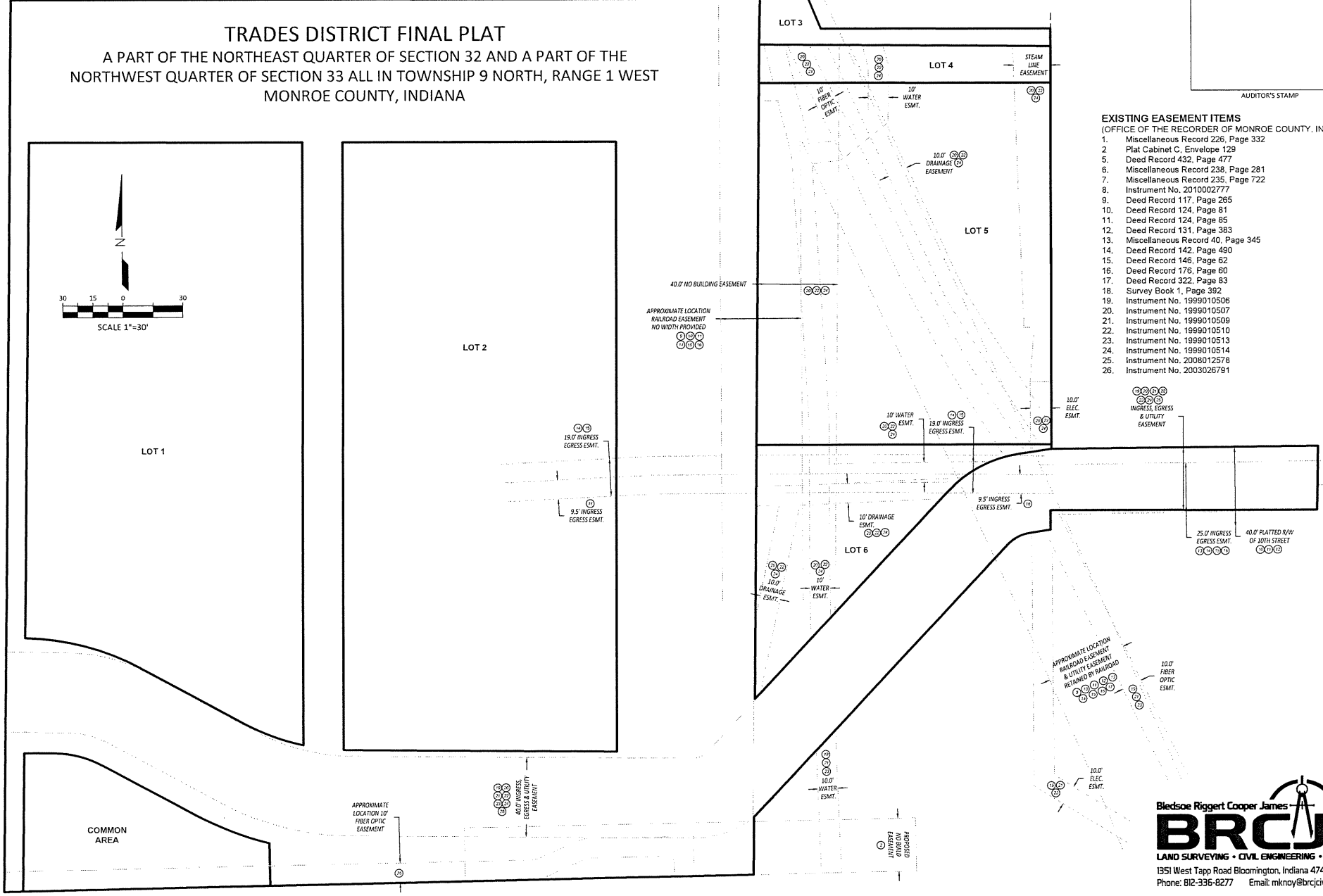
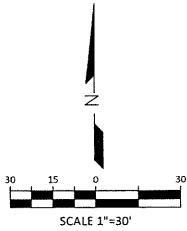


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Phone: 812-336-8277 Email: mknoy@brccivil.com

5:\pub\81501_4200\8120 TECH PARK\DRAW\8120C\8120C_C3D_PLAT.dwg

TRADES DISTRICT FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 32 AND A PART OF THE
NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 9 NORTH, RANGE 1 WEST
MONROE COUNTY, INDIANA



RECORDER'S STAMP



AUDITOR'S STAMP

OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission and Morton Street Properties, LLC, being the owners of the described real estate herein, do hereby layoff and plat the same into six lots in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Trades District Final Plat.

In Witness Whereof, the City of Bloomington Redevelopment Commission and Morton Street Properties, LLC, have executed this instrument and caused their names to be subscribed thereto, this _____ day of _____, 2018.

City of Bloomington Redevelopment Commission

By _____

Morton Street Properties, LLC

By _____

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, _____, personally appeared and acknowledged the execution of this instrument this _____ day of _____, 2018.

Notary

Notary Signature

My commission expires: _____

County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE CITY AT MEETING HELD: _____, 2018

APPROVED BY THE CITY BOARD OF PUBLIC WORKS AT A MEETING HELD: _____, 2018

Director Planning & Transportation Department

President of Plan Commission

President of Board of Public Works

Member of Board of Public Works

Member of Board of Public Works

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for a urban survey (0.07 feet plus 50 ppm) as defined IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.)

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This survey is a retracement and original survey. This survey was performed at the request of the City of Bloomington Redevelopment Commission and Anderson+Bohlender, LLC to divide the subject parcels for future development. This survey is not complete without the Report of Survey associated with survey #1 and #4. Both survey #4 and this survey were performed as one effort but recorded at different stages of the project.

The properties are currently in the name of City of Bloomington Redevelopment Commission (Instrument Number 2011012088) and Morton Street Properties, LLC (Instrument Number 2008012578).

The field work was completed March of 2017.

MONUMENTS FOUND:

See survey #1, #2, #3, and #4 for monuments. Monuments in survey #1 along with monuments shown along the north and south lines of 10th Street were accepted as the best evidence of property lines and existing right-of-way.

SURVEYS CONSULTED:

1. ALTA/ACSM Land Title Survey by Ben E. Bledsoe of Bledsoe Riggert Guerrettaz, Inc., dated August 10, 2011; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2017003363.
2. Topographic and ALTA/ACSM Land Title by Rachel A. Oser of Bledsoe Riggert Guerrettaz, Inc., dated October 23, 2014; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2015004424.
3. Boundary Survey by Stephen L. Smith of Smith Neubecker & Associates, Inc., dated January 22, 1999.
4. Plat of Survey by Matthew M. Knoy of Bledsoe Riggert Cooper James, Inc., dated March 12, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018002819.

DEED ANALYSIS:

There is a possible deed overlap of as much as 0.6' along the western line of Instrument #2008012578 south of 10th Street. When accepting monuments #41, #44, and #60 as being on the south line of the Morton Street Properties, LLC parcel (see survey #4); the established southern right-of-way of 10th Street is 0.2' to 1.2' north of the record deed calls from Instrument #2008012578. There is no deed gap along the established southern right-of-way since the record deed calls to right-of-way.

ESTABLISHMENT OF LINES AND CORNERS:

The new perimeter boundary line was based on the Report of Survey included in surveys #1, #2, #3, and #4. The right-of-way of 10th Street was established using a best fit of found monuments, survey #3, and Instrument #2008012578. The west line of Instrument #2008012578 was established using the east line created by survey #1. The east line of the 12' alley was established at a record 12' width from the west line of the alley per survey #1. The new parcels and street right-of-way was at the direction of the owner(s).

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows: as noted in surveys #1, #2, #3, and #4.

Due to Availability and condition of reference monuments; as noted in surveys #1, #2, #3, and #4.

Due to Occupation or possession lines; as shown.

Due to Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines; as noted in surveys #1, #2, #3, and #4.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

Certified March 28, 2018.

Matthew M. Knoy
Professional Surveyor No. LS20800146
State of Indiana





Board of Public Works Staff Report

Project/Event: WIUX Radio Culture Shock Music Festival

Petitioner/Representative: WIUX Radio

Staff Representative: Sean Starowitz

Meeting Date: April 3, 2018

Event Date: April 14, 2018

WIUX Radio's original request was the closure of E. 7th Street between N. Indiana and N. Park Avenue beginning at 8:00 a.m. Saturday, April 14, 2018 until 11:30 p.m. However, because of the Hoosier Half Marathon running on 7th Street in the morning, WIUX has agreed not to shut the street down for vendors until after noon. The festival will take place at Dunn Meadow from 1:00 p.m. until 10:00 p.m. This is the 32nd Annual Culture Shock, but the first time they have requested the closing of 7th Street to allow for food trucks/carts to be parked on the Street.

A Certificate of Insurance showing the City, as additionally insured, will be provided. IU has held this event in the past and the area is on campus; however, 13th Street is a city street. A noise waiver has also been included in the request.

BPD, BFD as well as Transit have been notified of this event, as well as the IU Auditorium. BPD and BFD approve. IU Auditorium will be hosting an event but saw no issues with this closure. IUPD has been notified by the petitioner and supports the request.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-26**

WIUX CULTURE SHOCK CONCERT

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

WHEREAS, WIUX has requested use of a city street for Food Trucks during WIUX Culture Shock concert for students; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City street may be utilized: E. 7th Street between N. Indiana and N. Park Avenue.
2. The street closures outlined above are for the purposes of allowing WIUX to provide an event of high quality that is mutually beneficial to participants and the community on Saturday, April 14, 2018.
3. WIUX shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. WIUX agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Union Board agrees to close the streets not before noon on Saturday, April 14, 2018, and to remove barricades and signage by 11:30 p.m. on Saturday, April 14, 2018.
4. WIUX shall be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 11:30 p.m. on Saturday, April 14, 2018.
5. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of

RESOLUTION 2018-26

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

7. WIUX shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, WIUX, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

WIUX

Kyla Cox Deckard, President

Signature

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Position

Date

Date

4/3/18

SPECIAL EVENT APPLICATION



CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name: Amanda Martinez
Contact Phone: 219-200-9186 Mobile Phone: 219-200-9186
Title/Position: Sales Director
Organization: WIUX Radio Station
Address: 601 E. Kirkwood ave.
City, State, Zip: Bloomington, IN 47405
Contact E-Mail Address: amartinez@wiux.org
Organization E-Mail and URL: wiux.org
Org Phone No: 812-855-7862 Fax No:

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

Organization Name: Indiana University Media School
Address: 601 E. Kirkwood ave.
City, State, Zip: Bloomington, IN 47405
Contact E-Mail Address: gclavio2@indiana.edu - Galen Clavio - Media School (WIUX advisor) professor
Phone Number: 812-855-3367 Mobile Phone: 305-972-0842

Organization Name:
Address:
City, State, Zip:
E-Mail Address:

Phone Number:

Mobile Phone:

Organization Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number:

Mobile Phone:

3. Event Information

Type of Event

- Metered Parking Space(s)
 Run/Walk
 Festival
 Block Party
 Parade
 Other (Explain below in Description of Event)

Date(s) of Event:

April 14, 2018

Time of Event:

Date: 4/14/18 Start: 12pm Date: 4/14/18 End: 11pm

Setup/Teardown time Needed

Date: 4/14/18 Start: 8am Date: 4/14/18 End: 11:30pm

Calendar Day of Week:

Saturday

Description of Event:

Free day long music festival taking place in Dunn Meadow. Open to public. We book artists from around the country to play at the festival. We have participants from across the country travel to Culture Shock. Various Bloomington business participate to sell their products at the event.

Expected Number of Participants:

5,500 people throughout the day

Expected # of vehicles (Use of Parking Spaces to close):

Various local food trucks - goal of 6 food trucks, but we may have a couple more. (6-8 food trucks)

- Waste and Recycling Plan if more than 100 participates (template attached)

IF YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

- A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)
The starting point shall be clearly marked
- The ending point shall be clearly marked
 - The number of lanes to be restricted on each road shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and
 - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
- Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Not applicable
- A properly executed Maintenance of Traffic Plan
*Determine if No Parking Signs will be required * Determine if Barricades will be required
- Noise Permit application Not applicable - *permitted through contract with Dunn Meadow*
- Beer & Wine Permit Not applicable
- Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. **DEADLINE:** To Public Works no later than five days before event.
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

8. CHECKLIST

- Determine what type of Event

- Complete application with attachment
 - Detailed Map
 - Proof of notification to businesses/residents (copy of letter/flyer/other)
 - Maintenance of Traffic Plan
 - Noise Permit Application (if applicable)
 - Certificate of Liability Insurance
 - Secured a Parade Permit from Bloomington Police Department (if applicable)
 - Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)
 - Waste and Recycling Plan (if applicable)

- Date Application will be heard by Board of Public Works

- Approved Parks Special Use Permit (if using a City Park)

- If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		OK
	Bloomington Police		OK
	Bloomington Fire		OK
	Planning & Transportation		OK with proper traffic plan
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event: **WIUX Culture Shock**
 Location of Event: **Dunn Meadow - Indiana University Campus**
 Date of Event: **4/14/18** Time of Event: Start: **12pm**
 Calendar Day of Week: **Saturday** End: **11pm**
 Description of Event: **32nd annual day long music festival put on by WIUX radio station. Free to the public. Artists and participants travel from around the country to Bloomington for the event. Various local businesses participate as vendors at the event.**

Source of Noise: Live Band Instrument Loudspeaker Will Noise be Amplified?
 Yes No
 Is this a Charity Event? Yes No If Yes, to Benefit:

Applicant Information

Name: **Amanda Martinez (~~Sales Director~~)**
 Organization: **WIUX Radio station** Title: **Sales Director**
 Physical Address: **601 E. Kirkwood ave.**
 Email Address: **amartinez@wiux.org** Phone Number: **219-200-9184**
 Signature: **Amanda Martinez** Date: **2/16/18**

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: WIUX Culture Shock
 Number of expected attendees: 5-6,000 people
 Number of food vendors: about 15-20
 Number of other vendors: about 10-15

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

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

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

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

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

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

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

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

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

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

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

29

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for WIUX Radio Station Culture Shock Music Festival

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

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

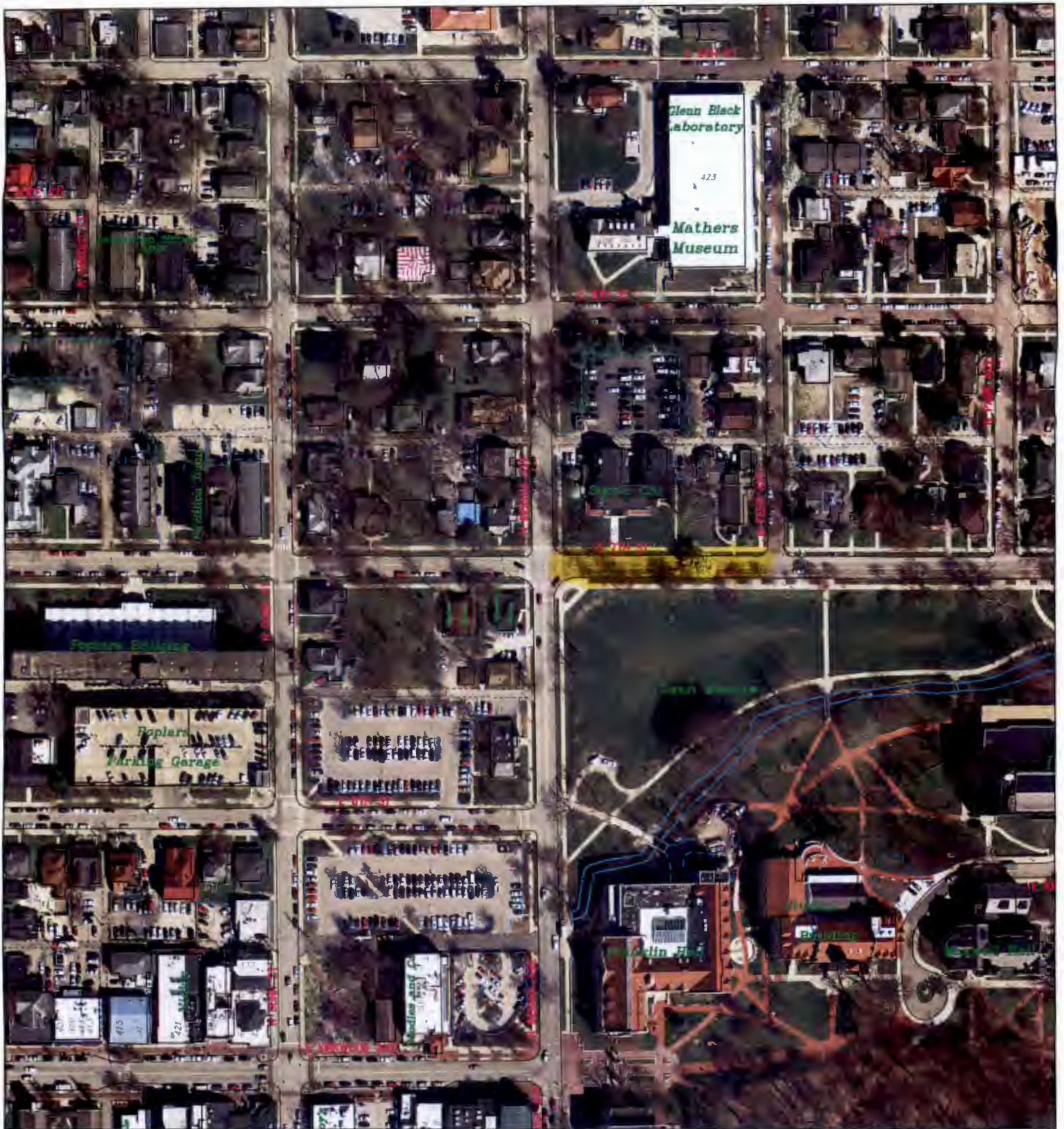
PETITIONER: Amanda Martinez (WIUX Director)
DATE: 2/15/18

NOTICE OF STREET CLOSURE:

To: Bloomington Businesses/Organizations
From: WIUX Radio Station

The purpose of this letter is to notify Bloomington, IN businesses and organizations of the closure of 7th street on the campus of Indiana University for WIUX Radio Culture Shock Music Festival. The street closure for the festival will take place at Dunn Meadow between the hours of 1pm and 10pm on Saturday April 14, 2018. This event is the 32nd Annual Culture Shock Music Festival taking place at Dunn Meadow. The radio station flies in artists from across the country for the event. The closure of 7th street will allow for food trucks/carts to be parked on the street. This street closure will allow festival goers to safely have access to food vendors at the event. The closure will not inhibit anyone's ability to access the five IU student organizations located on 7th street between Indiana ave. and N. Park ave. If the street closure is approved, the public will still have access to the parking areas designated for all five of these student organizations.





WFUX Concert 2018
Food Trucks

By: watersl
26 Mar 18



For reference only; map information NOT warranted.

City of Bloomington
Economic & Sustain. Dev.

N



Scale: 1" = 200'



Board of Public Works Staff Report

Project/Event: Bicentennial Street Fair

Petitioner/Representative: City of Bloomington Department of Parks and Recreation

Staff Representative: Leslie Brinson & Sean Starowitz

Date: April 3, 2018

Event Date: Sunday, April 29, 2018

To celebrate Bloomington's Bicentennial, The City of Bloomington Department of Parks and Recreation is hosting the Bicentennial Street Fair on Kirkwood Avenue, Sunday, April 29, 2018 from noon until 4 p.m. Other sponsors for this event include IU Bloomington, Nick's English Hut, Monroe County History Center, Master Rental, Buskirk-Chumley Theatre, and Monroe County Public Library. No parking on Kirkwood starting on 6 AM on Sunday, April 29th, 2018.

This event will necessitate the temporary closure of Kirkwood Avenue from Walnut Street to Indiana Avenue. Property owners and businesses on Kirkwood have been notified of this closure via US Mail, along with the date the Petition will be heard by the Board of Public Works. There will be music, food, interactive activities, and fun for all ages. The fair will take place rain or shine, but if severe weather occurs, the event will be rescheduled for Sunday, May 20, 2018.

Staff recommends approval of the request.

Indiana—Dunn (A) Block



		Athletics			IU Archives
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IUSF	Bradford Woods	Env. Res. Institute		AFROTC			Union Board
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Dunn-Grant (B) Block



Stage

Pedigo	Bring your own bag	Wonder lab	Forest
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Nicks	Nicks	Nicks	14	Women	Voters
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Mont.	Montessori	Solid Waste	Utilities	CIP
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Code & Key	19	Trinity	21	City Bic.	Lime-stone
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Grant-Lincoln (C) Block



Stage

MCPL	MCPL	MCPL	MCPL
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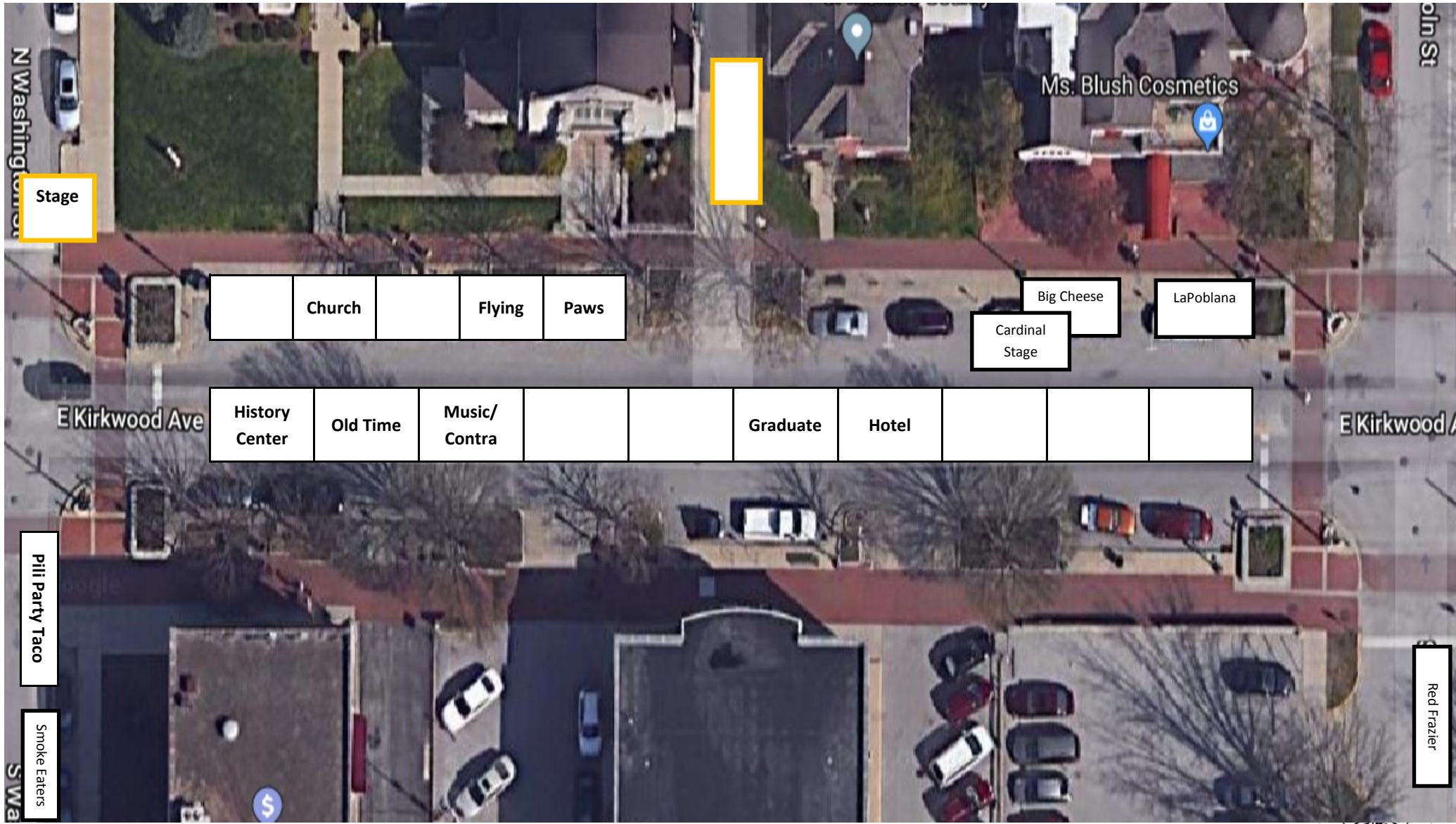
MCPL	MCPL	MCPL	MCPL	MCPL
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Bloom Ref-gee	CASA	Chess Club	Bloom. Pride
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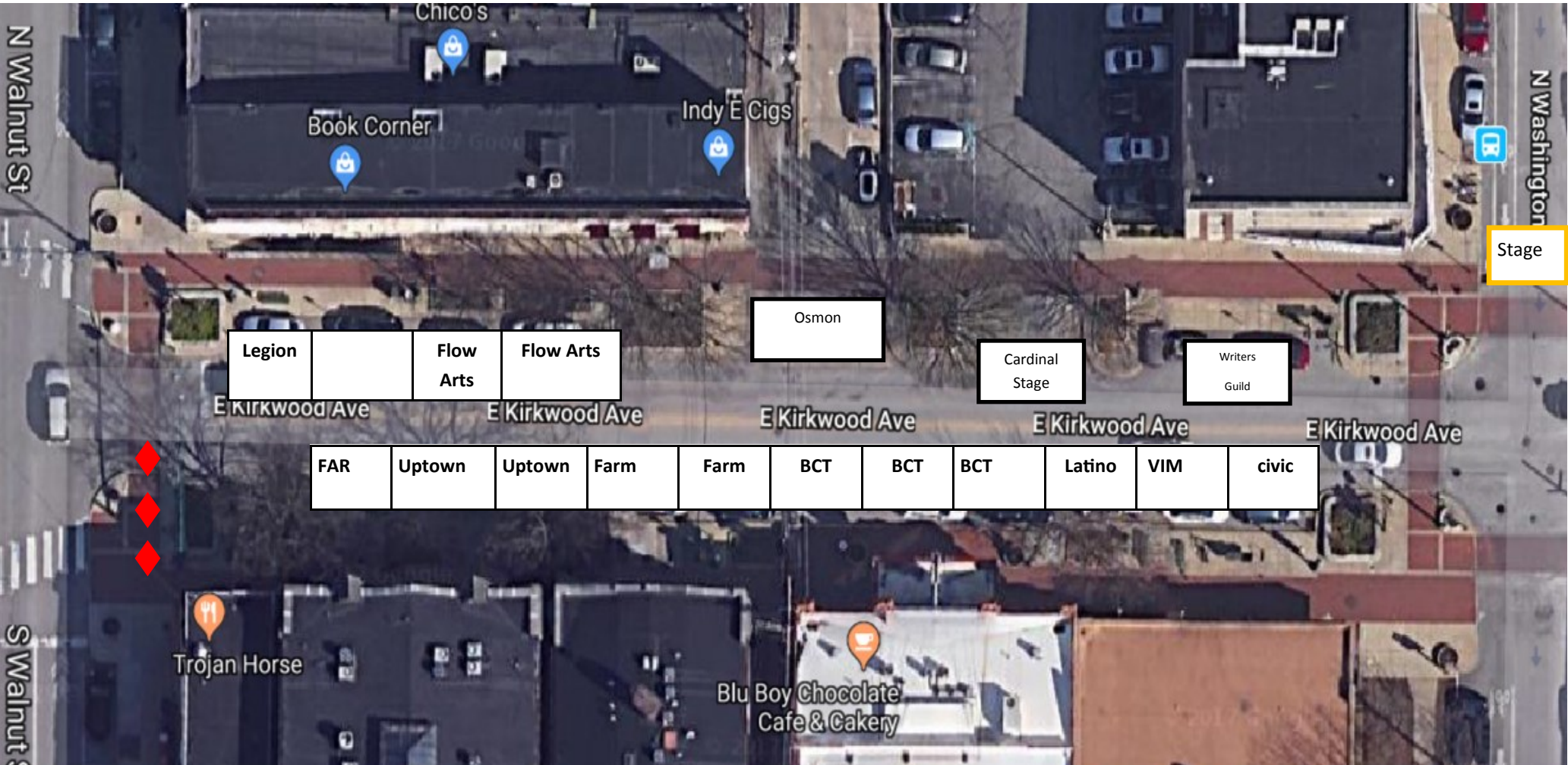
BBCC	Foster Care	Mom Blog	Girls Inc	Cactus Flower
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Lincoln-Washington (D) Block



Washington-Walnut (E) Block



Legion		Flow Arts	Flow Arts
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Osmon

Cardinal Stage

Writers Guild

FAR	Uptown	Uptown	Farm	Farm	BCT	BCT	BCT	Latino	VIM	civic
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Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way for construction at 217 W 6th Street (Yellow Cab Building)

Staff Representative: Dan Backler

Petitioner/Representative: HHI Yellow Cab LLC, David Howard

Date: 3/28/2018

Report: HHI Yellow Cab LLC is proposing to construct a new building addition at the southeast corner of West 6th Street and North Morton Street. The petitioner is requesting permission to encroach into the public right of way with several building features. The proposed encroachments include outdoor canopies, Juliette railings, a building bump-out, and an accessible entry ramp. These encroachments require Board of Public Works approval. There are also a number of items that, pursuant to Amended Resolution 2016-02, could be accepted at the staff level. In an effort to address all of these encroachments on a single resolution these items have been included in the resolution as well. Those encroachments are as follows: One fire department connection, two street trees, two water meters, one post indicator valve, a grease interceptor, and one bicycle rack.

Recommendation and Supporting Justification: This project was approved by the Plan Commission with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. A resolution with a hold harmless agreement has been prepared by city staff which will need to be signed by the petitioners. Staff recommends approval of the encroachments.

Recommend **Approval** **Denial by** _____ Dan Backler _____

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-29**

Encroachments at 217 W 6th Street

WHEREAS, HHI Yellow Cab LLC, (“Owner”), owns the real property located at 217 W 6th Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017010718 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, Owner is constructing a new building addition at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: two (2) street trees, one (1) bike rack, one (1) fire department connection, one (1) post indicator valve, one (1) grease interceptor, one (1) water meter, one (1) accessible entry ramp, two (2) building canopies, one (1) bump-out window/wall bay, and four (4) Juliette railings.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to install the following encroachments in the right of way: two (2) street trees, one (1) bike rack, one (1) fire department connection, one (1) post indicator valve, one (1) grease interceptor, one (1) water meter, one (1) accessible entry ramp, two (2) building canopies, one (1) bump-out window/wall bay, and four (4) Juliette railings. adjacent to its property located at 217 W 6th Street.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A, B, and C of this Resolution. Exhibits A, B, and C are attached hereto and incorporated herein.

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses,

including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by HHI Yellow Cab LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. HHI Yellow Cab LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 13. David Howard, as member of HHI Yellow Cab LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2017.

Board of Public Works

HHI Yellow Cab LLC

Kyla Cox Deckard, President

David Howard, Member

Kelly M. Boatman

Date

Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, David Howard, member of HHI Yellow Cab LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Dana Palazzo and Kelly M. Boatman, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

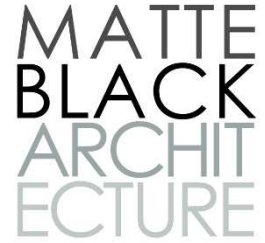
Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

March 28, 2018

Attention: Mr. Dan Backler
Public Improvements Manager
City of Bloomington, Indiana
401 N. Morton St.
Bloomington, IN 47404



RE: Alleyworks (217 W. 6th St.)

Mr. Backler,

Please find the attached site plan and building elevations that outline the various items that encroach into the public right of way. These items are as follows:

1. Street Trees – (2) new street trees (1 with 5'x5' grate) as noted on the site plan
2. Bike Racks – (1) ground-mounted bike rack (Cycloops Model 2170) per site plan
3. Fire Department Connection – (1) FDC and PIV per site plan
4. Grease Interceptor – (1) Grease Trap (Proceptor) per site plan
5. Water Meters – (1) Commercial and (1) Domestic water meter per site plan
6. Accessible Entry Ramp – (1) Concrete ramp with railing per site plan & elevations
7. Building Canopies – (2) Metal Canopies per elevations (9'h & extend 5' into ROW)
8. Building Bumpout – (1) bumpout window/wall bay (28'h & extends 8" into ROW)
9. Juliette Railings – (4) Metal railings (4'h & extend 8" into ROW)

Let us know if you have any questions.

Thanks,

Matt Ellenwood, Architect

On behalf of: David Howard, HHI Yellowcab, LLC (property owner)

W. 6TH STREET

EXISTING 8" WATER MAIN

EXISTING 12" SANITARY

EXISTING WATER SERVICE LINE TO BE SHUT OFF AND CAPPED AFTER THE VALVE OF THE SERVICE LINE - COORDINATE WITH CBU

CONNECT TO EXISTING WATER MAIN WITH TAPPING VALVE AND SADDLE. CONTRACTOR TO NOTIFY CBU 48 HOURS IN ADVANCE OF START OF WORK. CBU TO PERFORM THE TAP.

EX SANITARY M.H.
TC=765.63
INV.=757.98(W)
INV.=758.03(E)
INV.=758.38(N)

**STREET TREES
BIKE RACK**

STORM INLET
TC=760.50
INV.=759.50

BUILDING CANOPY, RAILINGS, SEE ELEVATIONS

STREET TREE - 2" CAPLIPER. TYPE PER CITY OF BLOOMINGTON

5 ADDITIONAL STREET PARKING STALLS

PIV LOCATION

FDC LOCATION

MEG=
TC=762.97±
EP=762.47±

MEG=
TC=763.85±
EP=763.35±

RESIDENTIAL DOMESTIC WATER METER

COMMERCIAL DOMESTIC WATER METER

MEG=
EP=764.40±

STREET TREE - 2" CAPLIPER. TYPE PER CITY OF BLOOMINGTON

1' WIDE CONCRETE DRAINAGE WAY WITH 6" CURB ON NORTH AND SOUTH SIDES

PROPOSED 6 BIKE PARKING SPOTS - REFER TO DETAIL

TC=765.50
EP=765.00

TC=765.82
EP=765.32

CONCRETE

CONCRETE

HAND RAIL W/ RAMP

F.F.=763.86

1ST LEVEL
FF=763.86

1ST LEVEL FF=764.19

EXISTING BUILDING TO BE RENOVATED - REFER TO STRUCTURAL AND ARCHITECTURAL DRAWINGS

COMMERCIAL SANITARY LINE

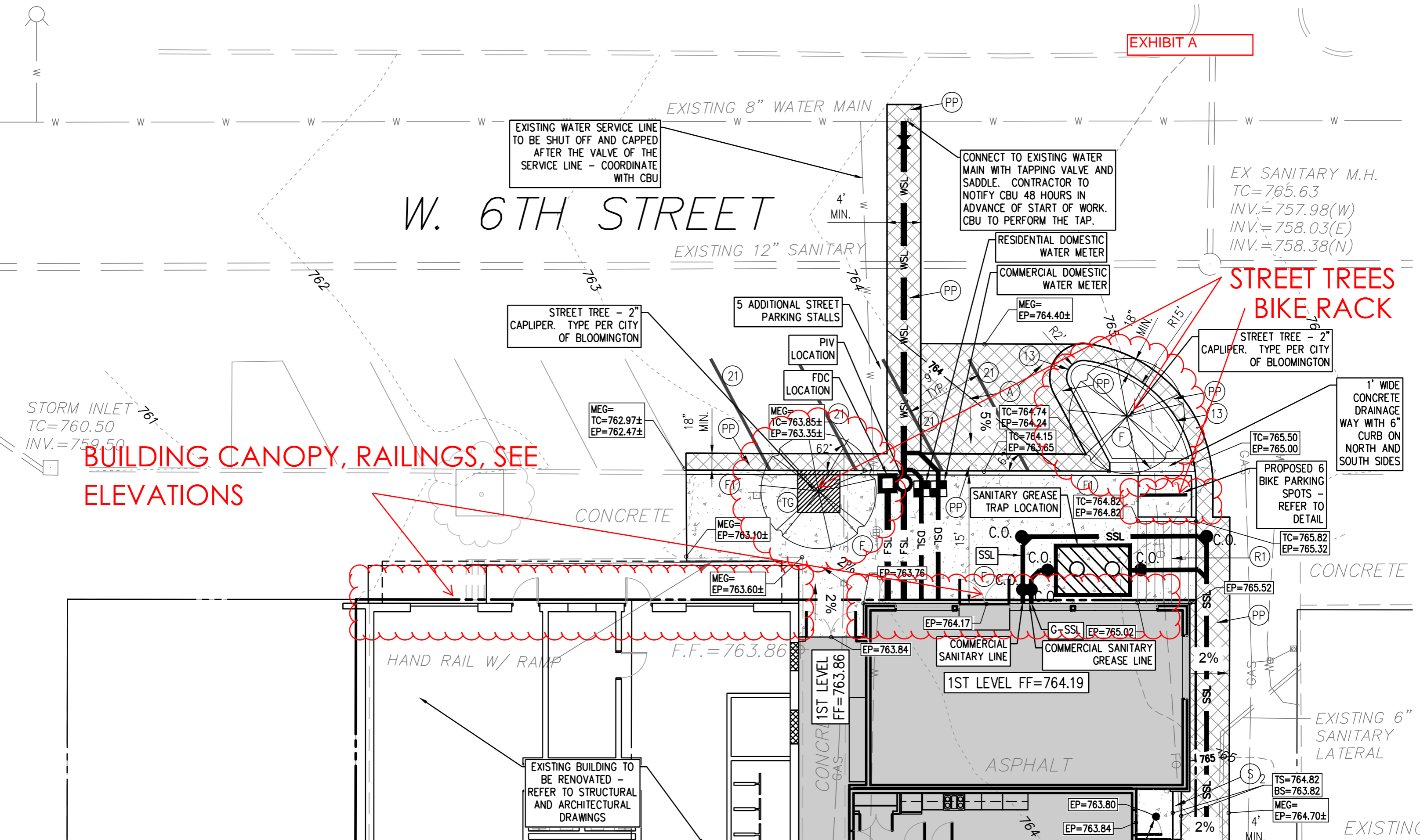
COMMERCIAL SANITARY GREASE LINE

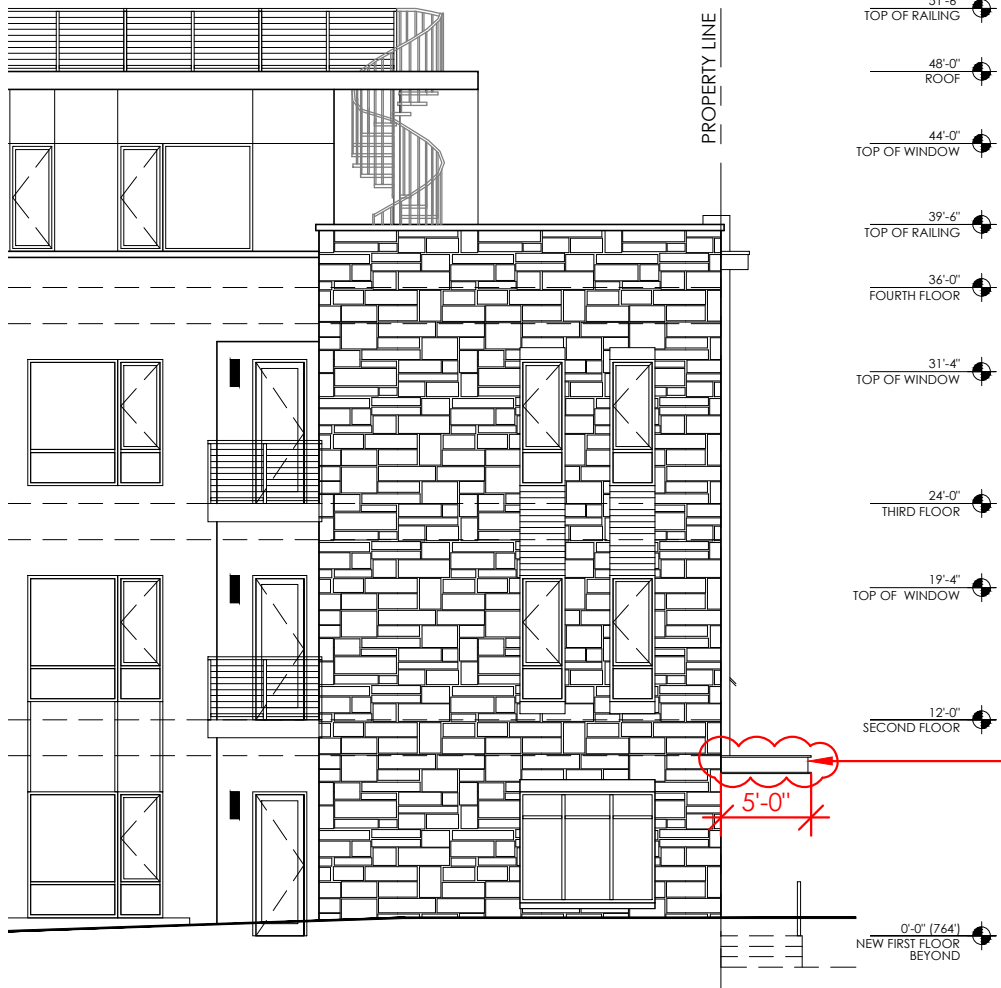
ASPHALT

EXISTING 6" SANITARY LATERAL

TS=764.82
BS=763.82
MEG=
EP=764.70±

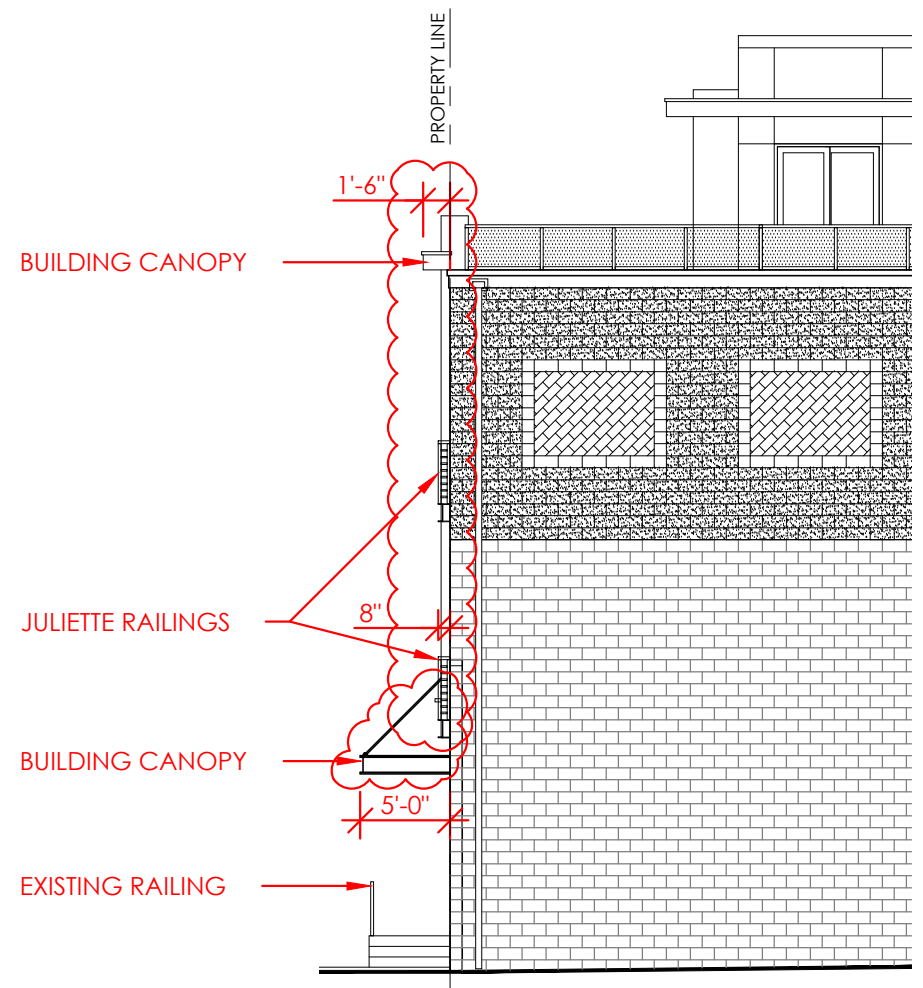
EXISTING





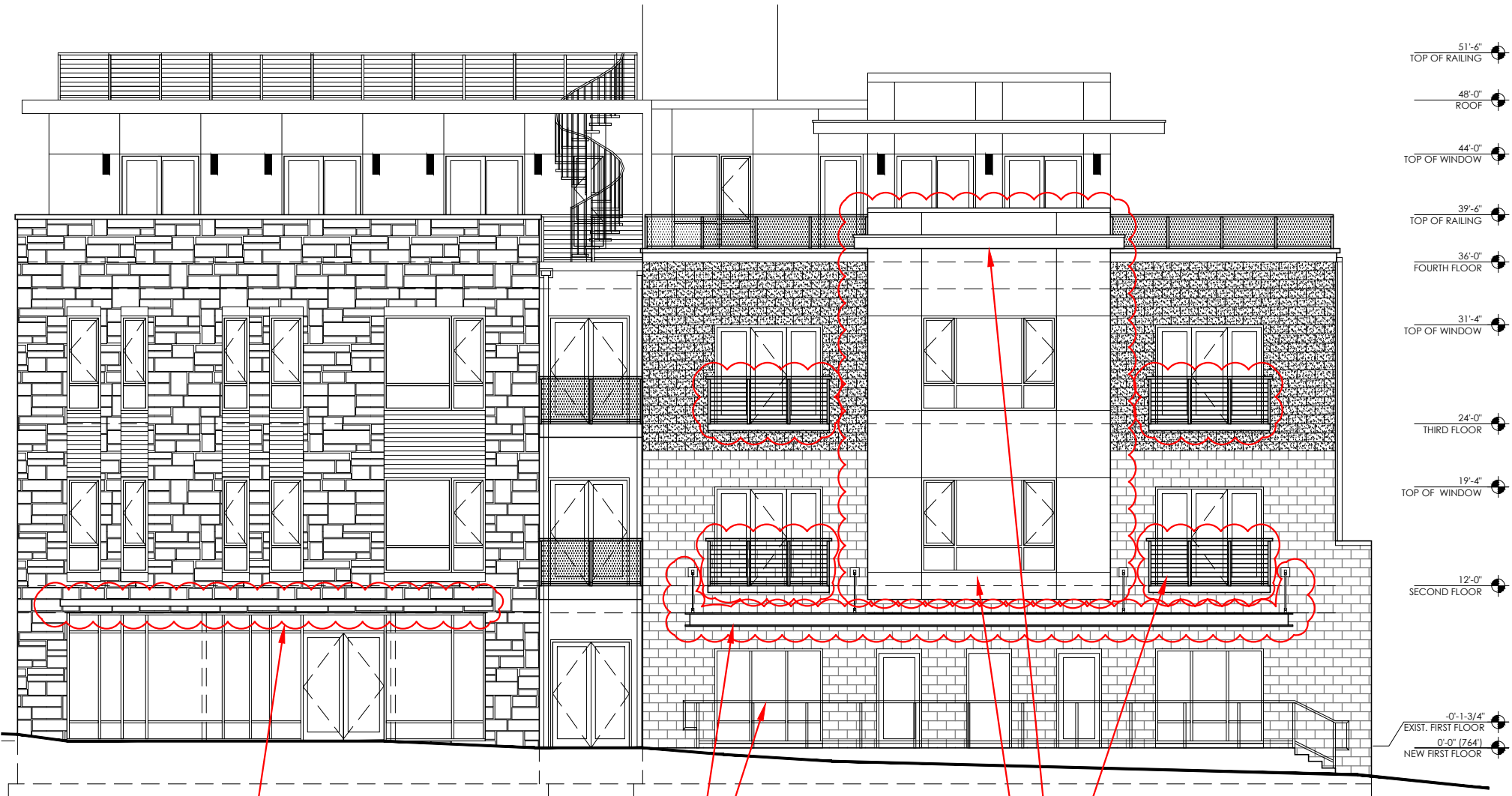
PARTIAL EAST ELEVATION

SCALE: 3/32" = 1'-0"



PARTIAL WEST ELEVATION

SCALE: 3/32" = 1'-0"



- BUILDING CANOPY
- EXISTING RAILING
- BUILDING CANOPY
- JULIETTE RAILINGS, (TYP. OF 4)
- BUILDING CANOPY
- BUMP OUT WINDOW/WALL BAY

NORTH ELEVATION

SCALE: 3/32" = 1'-0"



Board of Public Works Staff Report

Project/Event: Resolution 2018-28: Request to Encroach into Public Right-Of-Way with Monitoring Wells at 217 W 6th St by August Mack Environmental, Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Dan Backler, Public Improvements Manager

Date: 4/3/2018

Report: August Mack Environmental, Inc., on behalf of HHI Yellow Cab LLC, is requesting an encroachment agreement for three monitoring wells located at the intersection of North Morton Street and West 6th Street. The wells are approximately 15' deep and are encased with 2" PVC. The tops of the wells will be flush with the sidewalk.

Recommendation and Supporting Justification: Staff recommends that the Board approve this encroachment into the right-of-way.

Recommend Approval Denial by Dan Backler

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-28**

Encroachment for Monitoring Wells at 217 W. 6th Street

WHEREAS, August Mack Environmental, Inc., (“August Mack”) is an active for-profit domestic corporation engaged in environmental assessments in the State of Indiana; and

WHEREAS, August Mack is requesting the Board’s approval to install three (3) monitoring wells to monitor the groundwater in the vicinity of 217 W. 6th Street; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against August Mack regarding the installation and maintenance of the monitoring wells in the described area of the City right of way, subject to the following conditions:

1. August Mack shall be allowed to install, use and maintain three (3) water monitoring wells that are each less than two feet (2’) wide by two feet (2’) long to a depth of twenty-two feet (22’) and capped with metal lids and concrete.
2. The monitoring wells shall not deviate from the designated location or design which is depicted on Exhibit A of this Resolution, without August Mack first returning to the Board of Public Works for approval. Exhibit A is attached hereto and incorporated herein.
3. August Mack agrees to maintain the monitoring wells and keep them in a safe and attractive condition.
4. August Mack shall be responsible for the timely performance of all maintenance of the monitoring wells and shall bear all expense regarding such maintenance.

5. All materials and labor necessary for the improvement and maintenance of the monitoring wells are the sole responsibility of the August Mack.
6. This Resolution is not intended to relieve August Mack of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
7. August Mack agrees that the only encroachments that may be installed in the right of way are those described herein. In the event August Mack wishes to install further encroachment, August Mack must first obtain additional approval from the Board of Public Works.
8. August Mack acknowledges that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
9. August Mack understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of August Mack and the City shall not be responsible for any damage which may occur to them by City's workers or contractors, or by those of a public utility. August Mack shall not be compensated for any expense which it may incur.
10. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then August Mack shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
11. In the event August Mack sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if August Mack's successors and assigns wish to change any of the encroachment(s) in any way, August Mack's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
12. In consideration for the use of the property, August Mack, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents,

employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. August Mack expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 13. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by August Mack Environmental, Inc.; and (c) the return of a copy of the recorded Resolution to the Planning and Transportation Department, which must include the Monroe County Recorder's file information.
- 14. This Resolution shall run with the land and shall bind August Mack Environmental, Inc., and its successors and assigns. August Mack Environmental, Inc., expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 15. Bryan K. Petriko, Vice President of August Mack Environmental, Inc., agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

August Mack Environmental, Inc.

Kyla Cox Deckard, President

Bryan K. Petriko, Vice President

Kelly M. Boatman, Vice President

Date

Dana Palazzo, Secretary

Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Bryan K. Petriko, Vice President of August Mack Environmental, Inc., and acknowledged the execution of the foregoing instrument this ____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this ____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.



317.916.8000 ▪ www.augustmack.com
1302 North Meridian Street, Suite 300 ▪ Indianapolis, Indiana 46202

March 27, 2018

City of Bloomington Indiana
Board of Public Works

Monitoring Well Installation
Former Yellow Cab Co. of Bloomington
215-217 West 6th Street

Dear Board Members,

August Mack Environmental, Inc. (August Mack) is providing this information to the City of Bloomington regarding the installation of groundwater monitoring wells within the City owned Right of Way (ROW).

August Mack performed Initial Site Characterization (ISC) activities at the Former Yellow Cab Company of Bloomington (Site), located at 215-217 West 6th Street in Bloomington, Indiana, in June 2017. The ISC activities were performed due to the current and historical presence of Underground Storage Tanks (USTs) at the Site. Laboratory analytical results from the ISC activities revealed Volatile Organic Compounds (VOCs) concentrations in groundwater in excess of the IDEM Remediation Closure Guide (RCG) Screening Levels. In accordance with Section 3.7.5 of the IDEM Remediation Program Guide (RPG), the full nature and extent of contamination must be adequately defined in order to move the Site towards closure within the IDEM Leaking Underground Storage Tank (LUST) Program.

In accordance with IDEM requirements (specifically IC 13-23-13 and 329 IAC 9-5-5.1), at this time August Mack will install three (3) groundwater monitoring wells within the sidewalk near the intersection of West 6th Street and North Morton Street in Bloomington, Indiana. Per the IDEM, the three (3) monitoring wells will be used to collect groundwater data to further define the nature and extent of groundwater impacts as part of an ongoing investigation at the Site. The Site is currently enrolled in the IDEM LUST Program (IDEM LUST # 201706502).

The monitoring wells will be installed using a Geoprobe drill rig, which is slightly smaller than a sub-compact car. The monitoring wells will consist of two (2) inch diameter polyvinyl chloride (PVC) pipe installed into the subsurface. The monitoring well is completed at the surface with a concrete pad and an eight (8) inch diameter, steel, traffic-rated manhole cover (please refer to picture attached herein). The steel manhole cover will be flush with the surface.

August Mack's number one goal during any subsurface investigation such as this is health and safety. A Health and Safety Plan (HASP) will be prepared and followed by all personnel. As part of the HASP, August Mack will conduct both a public and private underground utility

EXPERTISE. INNOVATION. COMMITMENT.



locate to clear all underground utilities prior to conducting soil boring/monitoring well installation activities. Furthermore, the sidewalk in the area will temporarily be blocked with Type 3 barricades and appropriate signage as depicted in the Maintenance of Traffic (MOT) Plan submitted to the City of Bloomington as part of the ROW Permit Application.

Attached as reference are the following:

- Photographs depicting completed monitoring wells
- Figure depicting the proposed locations of the soil borings/monitoring wells.
- A monitoring well construction diagram showing the construction of a typical monitoring well.
- IDEM Further Site Investigation Request Letter

It is expected that the three (3) monitoring wells can be installed within two (2) business days. Feel free to contact Mr. Zach Ramey at 317-916-3139 or Mr. Garrett Welch at 317-916-3108 should you have any questions or need additional information. You may also call the IDEM Project Manager, Mr. Doug Bartz at 317-695-6170.

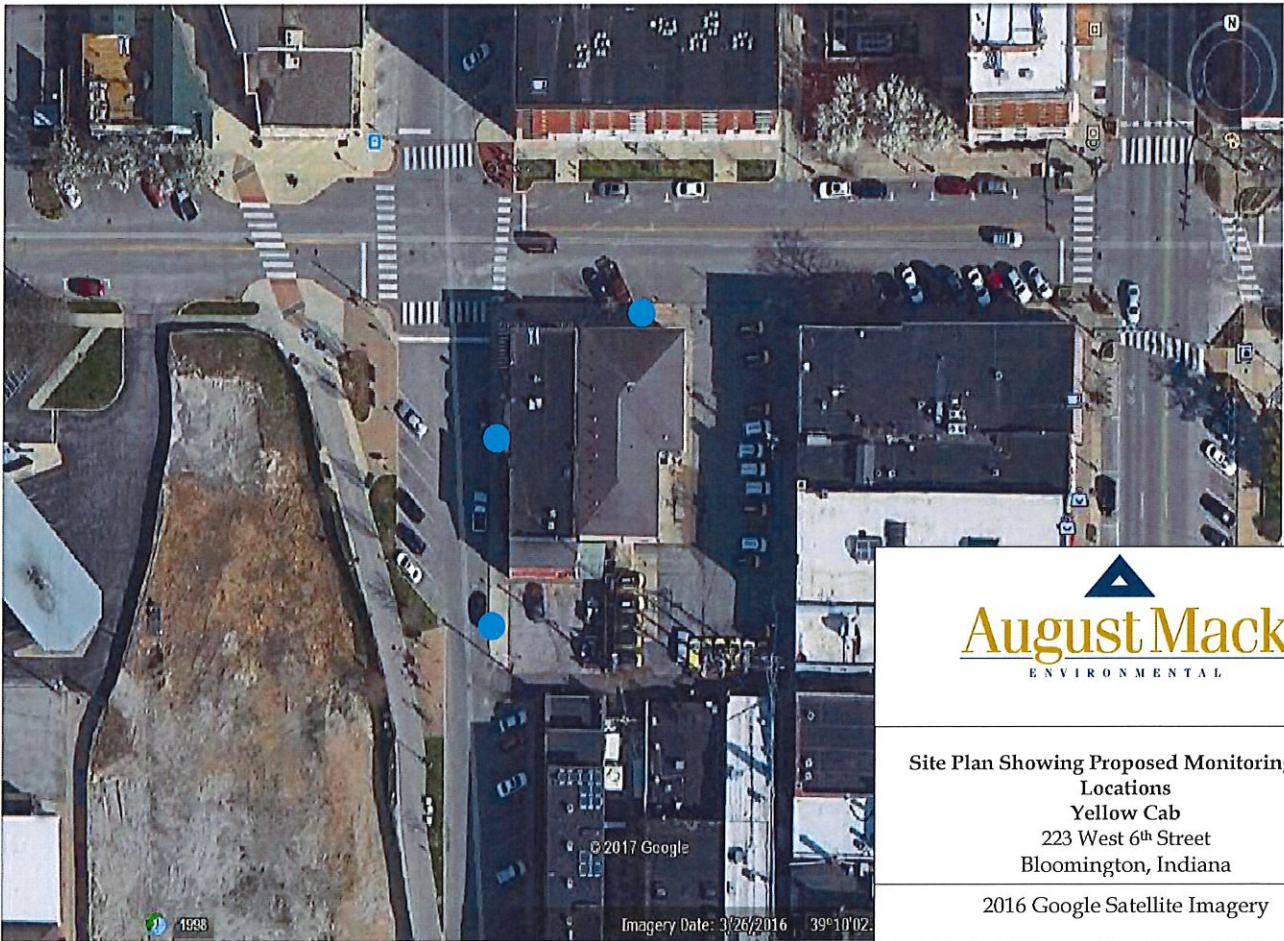
Thank You

PHOTOGRAPHS DEPICTING COMPLETED MONITORING WELLS





**FIGURE DEPICTING THE PROPOSED LOCATIONS OF THE SOIL BORINGS
AND MONITORING WELLS**



● Proposed Monitoring Well Location



Site Plan Showing Proposed Monitoring Well Locations
 Yellow Cab
 223 West 6th Street
 Bloomington, Indiana

2016 Google Satellite Imagery

August Mack Project Number: JR1184.380

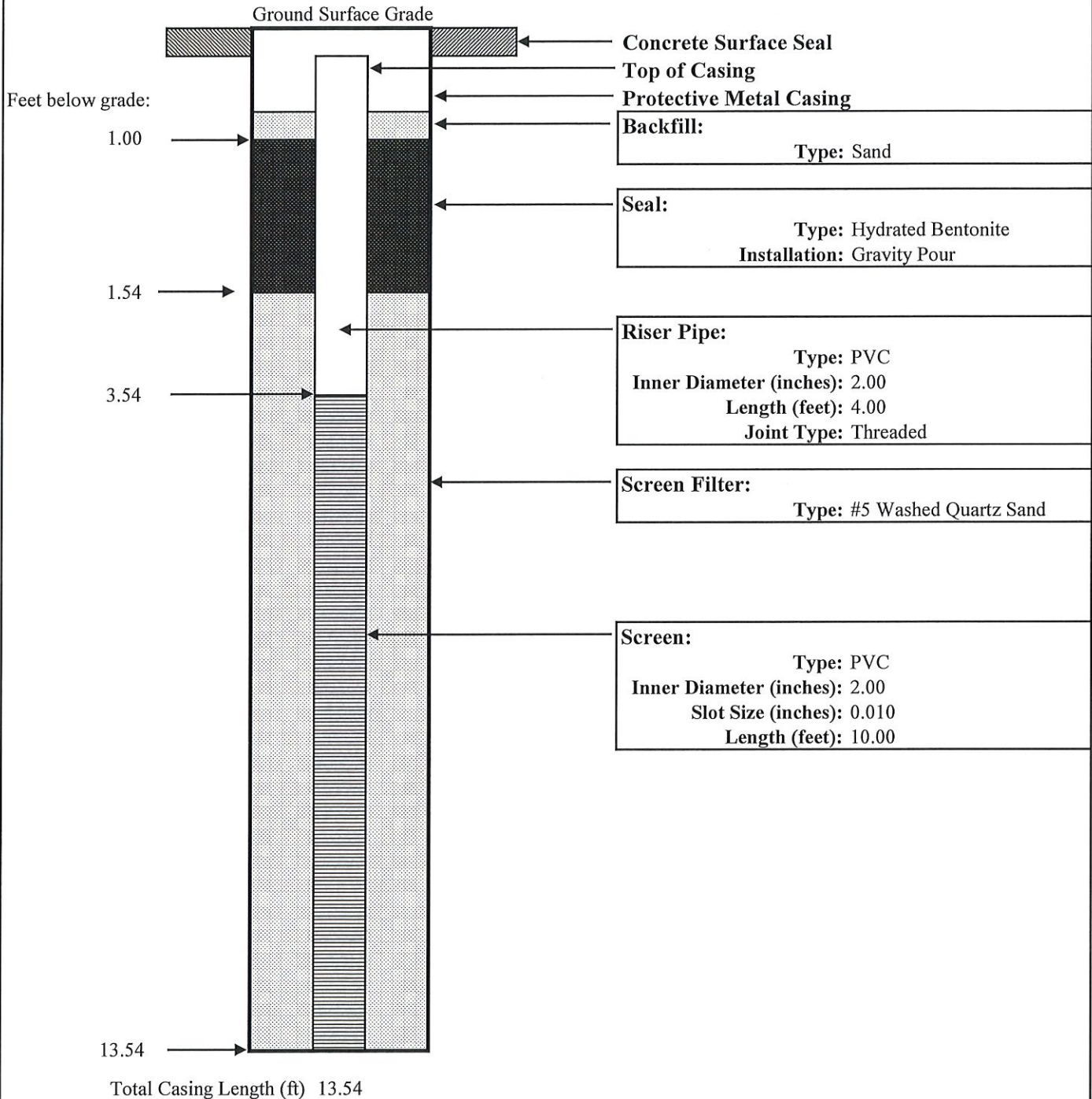
Drawn by: ZR

Date: 3/27/2018

TYPICAL MONITORING WELL CONSTRUCTION DIAGRAM

MONITORING WELL CONSTRUCTION DIAGRAM

Monitoring Well Number: MW-1S
Surface Elevation: 764.64 feet above mean sea level
Top of Casing Elevation: 764.22 feet above mean sea level



1200 N. Meridian Street
 Suite 400
 Indianapolis, Indiana 46204
 Phone: 317.916.8000

Project Number:

JJ0848.370

Date Installed:

10/19/2009

Monitoring Well Number:

MW-1S

IDEM FSI Request Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

August 31, 2017

VIA CERTIFIED MAIL

7016 2140 0000 9305 7432

Mr. John McNeely
Yellow Cab Co. of Bloomington, Inc.
217 West 6th Street
Bloomington, IN 47404

Dear Mr. McNeely:

Re: **Further Site Investigation Request**
Yellow Cab Co. of Bloomington, Inc.
217 West 6th Street
Bloomington, Monroe County, IN, 47404
FID# 18574
LUST# 201706502

IDEM staff reviewed the file pertaining to a release of petroleum product for the Yellow Cab Company of Bloomington, Inc. located at 217 West 6th Street in Bloomington, Indiana. The following document was reviewed:

- Final Report prepared by August Mack Environmental, Inc., dated June 5, 2017

As a result of the review, IDEM has determined that you must conduct a further site investigation (FSI) in order to fully delineate the nature and extent of contamination in accordance with IC 13-23 and 329 IAC 9-5-6. **You must submit the FSI report to IDEM on or before June 2, 2018.** All FSI reports must be submitted in the FSI Report Format and include an FSI Cover Sheet for IDEM to complete their review. The FSI Report Format and Cover Sheet are available on the IDEM website forms page at <http://www.in.gov/idem/5157.htm>.

Please note that releases requiring a FSI per 329 IAC 9-5-6 to complete site characterization will be given a deadline 365 days from the date the release was confirmed to determine the full nature and extent of soil and ground water contamination and submit documentation to IDEM. If delineation requires more than one mobilization and sampling event, interim report submittal and IDEM review is not required.

I am the IDEM project manager assigned to your site and will be available to provide informal guidance via telephone, email, or on-site support during the step out process. The owner should continue with delineation until the delineation process is completed and a report is submitted within the 365 day deadline set by IDEM. IDEM is requesting one comprehensive FSI report. Failure to submit required documentation delineating the release may result in a referral to the office of enforcement.

IDEM requests further delineation of groundwater contamination to the north, east, and west of SB-1 and south and west of SB-7. Permanent monitoring wells should be installed across the soil/bedrock interface (epikarst) in accordance with IDEM's technical guidance document *Proper Investigative Techniques in Karst*, found at:

http://www.in.gov/idem/cleanups/files/remediation_tech_guidance_karst.pdf.

The FSI Report must contain the information outlined in 329 IAC 9-5 and be consistent with the March 2012 RCG (Waste#0046-RI) and RPG (Waste#0060). The FSI report must include a complete CSM. Monitoring wells need to be installed per 312 IAC 13 and IDEM non-rule policy document WASTE-053-NPD. These non-rule policy documents are available at: <http://www.in.gov/idem/ctap/2485.htm>.

You should refer to the Remediation Closure Guide, March 22, 2012, when conducting and reporting these activities. This non-rule policy document is available at the web address, www.in.gov/idem/landquality/2342.htm or can be obtained by calling (317) 232-8900.

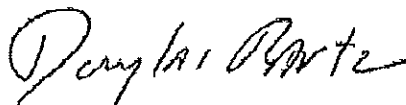
The requested information should be submitted following the OLQ Document Submittal Guidelines found at www.in.gov/idem/landquality/2368.htm. For more information regarding document and data submittal guidelines, sampling and analysis requirements or technical information, visit the LUST Home Page at www.in.gov/idem/landquality/2342.htm or contact the site project manager. Please submit all items to the following address:

Indiana Department of Environmental Management
Underground Storage Tank Branch
Leaking Underground Storage Tank Section
IGCN 1101
100 North Senate Avenue
Indianapolis, IN 46204-2251

Mr. John McNeely
Page 3 of 3

If you have any questions, please contact me at (317) 695-6170 or toll free from within Indiana at (800) 451-6027. I can also be reached at: dbartz@idem.IN.gov.

Sincerely,



Douglas Bartz
Senior Environmental Manager
Leaking Underground Storage Tank Section
Underground Storage Tank Branch
Office of Land Quality

ecopy: IDEM File

Mr. Richard Braun, August Mack Environmental, Inc.

USPS Tracking® Results

FAQs > (<http://faq.usps.com/?articleId=220900>)

Track Another Package +

Remove X

Tracking Number: 70162140000093057432



Delivered

Product & Tracking Information

[See Available Actions](#)

Postal Product:

Features:

Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
September 15, 2017, 3:22 pm	Delivered, Front Desk/Reception	BLOOMINGTON, IN 47404
<p>Your item was delivered to the front desk or reception area at 3:22 pm on September 15, 2017 in BLOOMINGTON, IN 47404.</p>		
September 15, 2017, 9:58 am	In Transit to Destination	ON ITS WAY TO BLOOMINGTON, IN 47404
September 14, 2017, 3:58 pm	Departed USPS Regional Facility	INDIANAPOLIS IN DISTRIBUTION CENTER

DATE & TIME	STATUS OF ITEM	LOCATION
September 14, 2017, 9:54 am	In Transit to Destination	ON ITS WAY TO BLOOMINGTON, IN 47404

[See More](#) 

Available Actions

[Text & Email Updates](#)



[See Less](#) 

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

[FAQs \(http://faq.usps.com/?articleId=220900\)](http://faq.usps.com/?articleId=220900)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

18574

9267-18
 Mr. John McNeely
 Yellow Cab Co. of Bloomington
 217 West 6th Street
 Bloomington, IN 47404

COMPLETE THIS SECTION ON DELIVERY

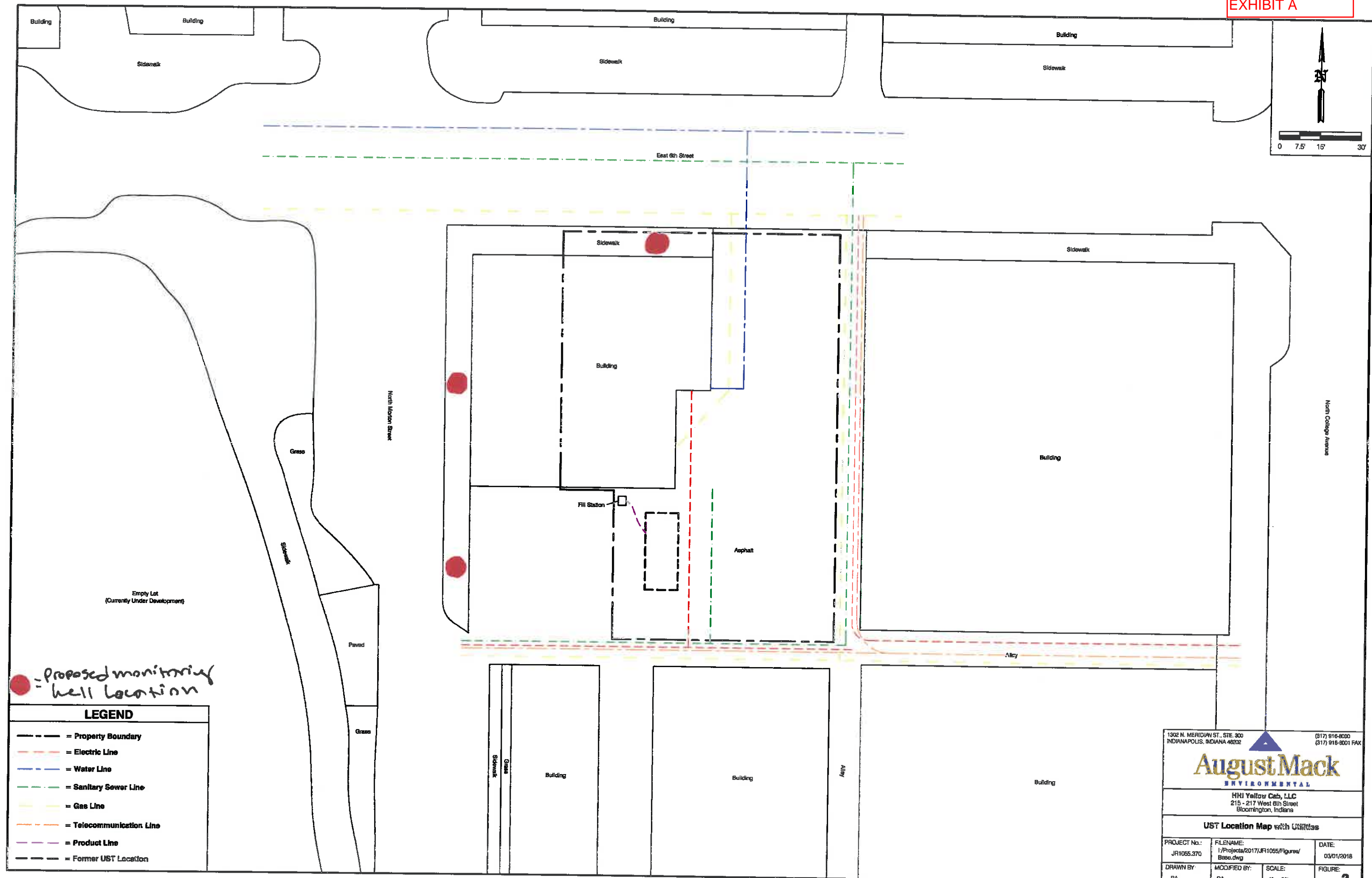
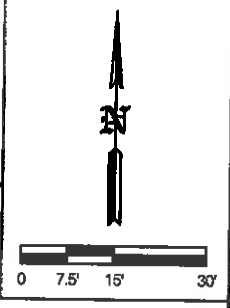
A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Delivery Restricted Delivery
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Priority Mail Express®

7016 2140 0000 9305 7432



● = Proposed monitoring well location

LEGEND	
	= Property Boundary
	= Electric Line
	= Water Line
	= Sanitary Sewer Line
	= Gas Line
	= Telecommunication Line
	= Product Line
	= Former UST Location

1302 N. MERIDIAN ST., STE. 300
INDIANAPOLIS, INDIANA 46202 (317) 916-8000
(317) 916-8001 FAX

August Mack
ENVIRONMENTAL

HNI Yellow Cab, LLC
215 - 217 West 8th Street
Bloomington, Indiana

UST Location Map with Utilities

PROJECT No.: JR1055.370	FILENAME: I:\Projects\2017\JR1055\Figures/ Base.dwg	DATE: 03/01/2018
DRAWN BY: BA	MODIFIED BY: BA	SCALE: 1" = 30'

FIGURE: **2**



Board of Public Works Staff Report

Project/Event: Award Quote for Concrete Materials
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: April 3, 2018

A review of the 2018 Concrete Quotes has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of concrete materials by the City of Bloomington Public Works Department.

Irving Materials (IMI)

Concrete Class A	\$ 101.50 per cubic yard
Concrete Class A w/ 2% Calcium	\$ 110.50 per cubic yard
Concrete Class A w/ Reinforcement	\$ 108.50 per cubic yard
Minimum Load Fee	No Charge

Staff recommends awarding the bid to IMI for 2018.

Recommend **Approval by Joe VanDeventer**



CITY OF BLOOMINGTON MATERIALS BID FORM
FOR CLASS "A" PORTLAND CEMENT CONCRETE
RFQ #2018-PW-CONCRETE MATERIAL

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	CONCRETE CLASS A	+/- 2,500	CYD	CLASS "A" CONCRETE	NET 101.50	253,750.
2.	CONCRETE WITH ADDITIVE	+/- 500	CYD	CLASS "A" CONCRETE WITH 2% CALCIUM	450 0% CALCIUM 110.50	55,250
3.	CONCRETE WITH ADDITIVE	+/- 200	CYD	CLASS "A" CONCRETE WITH REINFORCEMENT	108.50	21,700
4.	MINIMUM LOAD FEE	1	TRIP	TRIP CHARGE IF LESS THAN 3 CUBIC YARDS ORDERED	N/C	

All material supplied shall meet 2018 INDOT Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier, or their material, not meet the requirements as stated in this quote request.

INDOT Standard Specifications are located here:
<http://www.in.gov/dot/div/contracts/standards/book/sep17/sep.htm>

CITY OF BLOOMINGTON
BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

Class "A" Portland Cement Concrete and Additives
(PLEASE TYPE OR PRINT MATERIAL NAME)

3-20-18

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): IMI
- Address: 1800 NO. KINSER PIKE
- City/State/Zip Code: BLGTN. IN. 47403
- 4. Telephone Number: 812-333-8530
- 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
) SS:
)
COUNTY OF MUNROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

IRVING MATERIALS INC
BIDDER (FIRM)
[Signature]
SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 16 day of May 2018

My Commission Expires: 8-26-2022

[Signature]
Notary Public

County of Residence: Hancock

MARIANNA GARRITY
Notary Public - Seal
State of Indiana
Hancock County
My Commission Expires Aug 26, 2022

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

_____ **KELLY BOATMAN**

_____ **KYLA COX DECKARD, PRESIDENT** _____ **DANA PALAZZO**



Board of Public Works Staff Report

Project/Event: Award Quote for Concrete Services
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: April 3, 2018

A review of the request for quotes for concrete services has been conducted to determine the most responsive and responsible contractor to provide all labor, materials, and equipment on an "as needed basis" for concrete construction, maintenance, and repair services.

Groomer Construction, Inc.

Cost per foot for 6" beveled curb	\$ 53.40
Cost per foot for 5' 6" monolithic sidewalk	\$ 60.50
Cost per foot for standard 5' sidewalk	\$ 55.00
Cost per foot for ADA compliant curb ramps	\$ 71.25

Staff recommends to awarding contract to Groomer Construction for 2018.

Recommend **Approval by Joe VanDeventer**

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

GROOMER CONSTRUCTION, INC.

FOR

CONCRETE CONSTRUCTION, MAINTENANCE AND REPAIR SERVICES

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. **TERM**

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. **COMPENSATION**

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Thousand Dollars. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of

the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions

thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar

days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Groomer Construction, Inc.
Attn: Joe VanDeventer, Dir., Street Oper.	Attn: Richard Groomer
1981 S. Henderson St.	6535 W. Ison Rd.
Bloomington, Indiana 47401	Bloomington, Indiana 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used.

Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Groomer Construction, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

“SCOPE OF WORK”

CONCRETE CONSTRUCTION, MAINTENANCE AND REPAIR SERVICES

This project shall include, but is not limited to, the following SCOPE OF WORK: Groomer Construction, Inc., shall provide all labor, materials and equipment on an “as needed basis” for concrete construction, maintenance and repair services for sidewalks, curb ramps, steps and handrails.

Cost of services provided shall be at the following rates contained in Groomer Construction, Inc.’s, quote:

Cost per foot for 6” beveled curb	\$ 53.40
Cost per foot for 5’ 6” monolithic sidewalk	\$ 60.50
Cost per foot for standard 5’ sidewalk	\$ 55.00
Cost per foot for ADA compliant curb ramps	\$ 71.25

Groomer Construction, Inc., shall inform the City contact listed in Article 5.14 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 3.02 of this Agreement.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Award Bid for Asphalt
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: April 3, 2018

A review of the 2018 Asphalt Bids has been conducted to determine the most responsible and responsive action to be recommended based upon the past usage of asphalt materials by the City of Bloomington Public Works Department.

E&B Paving, Inc.

20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 50.00
200 Tons	Binder (Intermediate #8 or #9)	\$ 48.00
200 Tons	Base (#5)	\$ 47.00
200 Tons	Cold Mix	\$ 110.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

Milestone Contractors

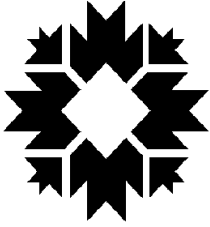
20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 42.85
200 Tons	Binder (Intermediate #8 or #9)	\$ 40.85
200 Tons	Base (#5)	\$ 40.85
200 Tons	Cold Mix	\$ 120.00
8,000 Tons	Recycled Asphalt Product (RAP)	\$ - 6.00
2,500 Gallons	Tack Oil	\$ 3.00

Staff recommends awarding the primary bid to Milestone Contractors for 2018.

Staff also recommends in the event Milestone Contractors are unable to provide services that we award the secondary bid to E&B Paving, Inc. for 2018.

Recommend **Approval by Joe VanDeventer**

Board of Public Works
Staff Report



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Board of Public Works

FROM: Jacquelyn F. Moore, Assistant City Attorney

RE: Bituminous Materials (Asphalt) Bids

DATE: March 28, 2018

On March 20, 2018, bids for bituminous materials were opened and read aloud at the regular meeting of the City of Bloomington Board of Public Works. After a careful review, staff recommends that two (2) separate contracts for bituminous materials be awarded to Milestone Contractors, L.P., (Milestone) and to E & B Paving, Inc., (E & B), with Milestone serving as the City's primary asphalt provider and E & B serving as back-up.

Lowest Bidder

Purchasing by public agencies in Indiana is governed by Indiana Code § 5-22-1-1 (*et seq.*). The law states that “a contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder.” Ind. Code § 5-22-7-8. Both Milestone and E & B submitted bids that were responsible and responsive; however, Milestone provided the lowest bid.

Awarding Multiple Contracts

State law authorizes the Board to “award separate contracts to different offerors . . . if the purchasing agent makes a written determination showing that the award of separate contracts is in the interest of efficiency or economy.” Ind. Code § 5-22-17-12-12(b). In the past, plants from which the City has purchased asphalt have occasionally temporarily shut down. When the City's asphalt provider is out of commission, City projects are delayed. Given the City's prior experience with plant shut downs, staff feels that it is in the interest of both efficiency and economy to contract with two asphalt suppliers. Staff recommends that the Board contract with

Milestone as the primary provider of asphalt to the City and that E & B serve as a back-up provider.

Conclusion

Staff firmly believes that it is in the City's best interest to contract for the City's 2018 asphalt purchases with both a primary asphalt provider and a back-up provider. Therefore, pursuant to Indiana Code § 5-22-17-12(c) and Indiana Code § 5-22-17-12(b), Staff recommends that the Board of Public Works approve Resolution 2018-33, authorizing the award of two (2) separate 2018 bituminous materials contracts, with a primary contract awarded to Milestone Contractors, L.P., and a back-up contract awarded to E & B Paving, Inc.

MEMORANDUM OF UNDERSTANDING
REGARDING BITUMINOUS MATERIALS

This Memorandum of Understanding, entered into between the Board of Public Works of the City of Bloomington (“Board”) and E & B Paving, Inc. (“E & B”), WITNESSETH THAT:

WHEREAS, on March 20, 2018, the Board opened and received bids at a regular meeting for the purchase of bituminous materials (“asphalt”); and

WHEREAS, E & B submitted a responsive bid to the Board for the provision of asphalt; and

WHEREAS, after careful review, the Board awarded to E & B a secondary or back-up contract for the provision of asphalt to the City of Bloomington; and

WHEREAS, E & B wishes to enter into contract with the City of Bloomington for the provision of asphalt;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The bid submitted by E & B is hereby incorporated as part of this agreement. The fundamental price terms contained in E & B’s bid are as follows:

Cold Mix: \$110.00 per ton

Hot Mix (Surface #11 or #9): \$50.00 per ton

Hot Mix (Binder #8 or #9): \$48.00 per ton

Hot Mix (Base #5): \$47.00 per ton

RAP (Recycled Asphalt Product): -\$6.00 per ton

Tack Oil: \$3.00

- (2) At the option and discretion of the Board, during the term of this *Memorandum of Understanding*, the Board may purchase the materials listed in paragraph (1) above at the prices indicated in amounts to be determined by the Board, and E & B shall be required to sell to the Board at those prices.
- (3) The term of this *Memorandum of Understanding* shall be from the date of execution of this document through the end of the 2018 contract term, and in the event of up to two (2) renewals of this contract, through the end of the 2019 or 2020 contract terms.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement this _____ day of _____, 2018.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

E & B PAVING, INC.

By:

By:

Kyla Cox Deckard, President

Name Printed: _____

Kelly Boatman, Vice President

Title: _____

Dana Palazzo, Secretary

BID PRICING FORM

**CITY OF BLOOMINGTON
 BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$110.00	\$22,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$50.00	\$1,000,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$48.00	\$9,600.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$47.00	\$9,400.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$3.00	\$7,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material not meets the requirements. Specifications can be found at: <http://www.in.gov/indot/index.htm>

**BITUMINOUS MATERIALS
 RECYCLED ASPHALT PRODUCT (RAP)**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	-\$6.00	-\$48,000.00

**CITY OF BLOOMINGTON
 BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

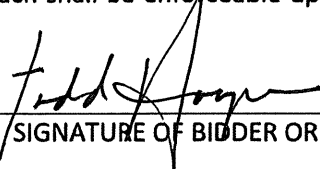
BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT
 (PLEASE TYPE OR PRINT MATERIAL NAME)

03/20/2018
 (DATE)


- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): E & B Paving, Inc.
 Address: 2520 W Industrial Park Drive
 City/State/Zip Code: Bloomington IN 47404
- 4. Telephone Number: 812-334-7940
- 5. Agent of Bidder (if applicable): Todd Hoops, Area Manager

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



 SIGNATURE OF BIDDER OR AGENT



BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
) SS:
)
COUNTY OF Monroe)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

E & B Paving, Inc.

BIDDER (FIRM)

[Handwritten signature of Todd Arroyo]
SIGNATURE OF BIDDER OR AGENT



Subscribed and sworn to me this 20 day of March 20 18

My Commission Expires: 1/20/22
County of Residence: Monroe

[Handwritten signature of Mary Elizabeth Van Skiver]
Notary Public

ACCEPTANCE



There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

KELLY BOATMAN

KYLA COX DECKARD, PRESIDENT

DANA PALAZZO

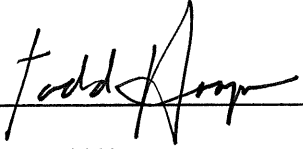
ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder's providing Bituminous Materials for pick up by city vehicles at bidder's site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder's site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder's Site(s)	Any and all costs, above the Bidder's contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed 
Printed Name Todd Hoops
Title Area Manager
Company E & B Paving, Inc.
Date 03/20/2018

RESOLUTION 2018-27
RESOLUTION TO AUTHORIZE TWO SEPARATE 2018 CONTRACTS FOR
BITUMINOUS MATERIALS WITH MILESTONE CONTRACTORS, L.P.,
SERVING AS THE PRIMARY SUPPLIER AND
E & B PAVING, INC., SERVING AS A BACK-UP SUPPLIER

WHEREAS, the Board of Public Works wishes to contract with a supplier of bituminous materials; and,

WHEREAS, the Board of Public Works has invited bids for the provision of bituminous materials; and,

WHEREAS, two contractors, Milestone Contractors, L.P., and E & B Paving, Inc., submitted bids which were opened on March 20, 2018, during a regular meeting of the Board of Public Works; and,

WHEREAS, Indiana Code § 5-22-17-12(c) authorizes the Board of Public Works to award a contract for supplies to an offeror other than the lowest offeror as long as the Board makes a written determination documenting the reasons for its selection; and,

WHEREAS, paragraph 8. of the Instructions to Bidders provides the Board of Public Works with the option of obtaining necessary material from another source when the primary supplier is unable to supply the necessary material required by the City; and,

WHEREAS, the City of Bloomington has had problems with asphalt plant shutdowns delaying City projects in the past; and,

WHEREAS, the Board of Public Works could limit such problems by agreeing to award a back-up contract with a second asphalt provider; and,

WHEREAS, staff has prepared a memorandum for the Board of Public Works setting forth its recommendation that the Board award two separate contracts as authorized by Indiana Code § 5-22-17-12(b) with the primary asphalt contract being awarded to Milestone Contractors, L.P., and the back-up contract awarded to E & B Paving, Inc.;

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

1. The Board of Public Works adopts the memorandum submitted by Staff as its Written Determination setting out the reasons for the award of contracts as provided below.
2. The Board of Public Works hereby awards the primary contract for the provision of bituminous materials to the City of Bloomington during the 2018 contract term, and during any renewal of this contract, to Milestone

Contractors, L.P., in accordance with the terms set forth in Milestone Contractors' bid.

3. The Board of Public Works hereby awards a secondary back-up contract for the provision of bituminous materials to the City of Bloomington during the 2018 contract term, and during any renewal of this contract, to E & B Paving, Inc., in accordance with the terms set forth in E & B Paving, Inc.'s bid. E & B Paving, Inc., is authorized to furnish the City with asphalt as needed when the City's primary asphalt provider is incapable of meeting the City's need for bituminous materials.

PASSED AND ADOPTED this ____ day of April, 2018, by the Board of Public Works of the City of Bloomington, Indiana.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard, President

Kelly Boatman, Vice President

Dana Palazzo, Secretary

BID PRICING FORM

**CITY OF BLOOMINGTON
 BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$42.85	\$857,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$40.85	\$8,170.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$3.00	\$7,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material not meets the requirements. Specifications can be found at: <http://www.in.gov/indot/index.htm>

**BITUMINOUS MATERIALS
 RECYCLED ASPHALT PRODUCT (RAP)**

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$-6.00	\$-48,000.00

**CITY OF BLOOMINGTON
BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT
(PLEASE TYPE OR PRINT MATERIAL NAME)

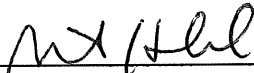
MARCH 20, 2018

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works
2. County: Monroe
3. Bidder (Firm): MILESTONE CONTRACTORS, LP
- Address: 4755 W. ARLINGTON ROAD
- City/State/Zip Code: BLOOMINGTON INDIANA 47404
4. Telephone Number: 812-330-2037
5. Agent of Bidder (if applicable): MITCH HOLLAND

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

)
)
)
)
)

SS:

COUNTY OF MONROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MILESTONE CONTRACTORS, LP

BIDDER (FIRM)



[Handwritten Signature]

DIRECTOR OF ESTIMATING

SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 20 day of MARCH 20 18

My Commission

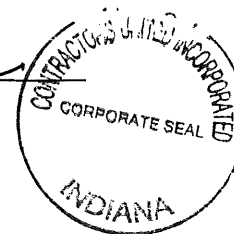
Expires:

JANUARY 20, 2022

Elizabeth Haywood
Notary Public

County of Residence:

MONROE



ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

KELLY BOATMAN

KYLA COX DECKARD, PRESIDENT

DANA PALAZZO

ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder's providing Bituminous Materials for pick up by city vehicles at bidder's site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder's site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder's Site(s)	Any and all costs, above the Bidder's contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed 
Printed Name MITCH HOLLAND
Title DIRECTOR OF ESTIMATING
Company MILESTONE CONTRACTORS, LP
Date MARCH 20, 2018



Board of Public Works Staff Report

Project/Event: City Hall Parking Lot Asphalt Repairs and Seal Coating

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: April 3, 2018

This project is to perform asphalt repairs and seal coating of the main parking lot at City Hall and the parking lot at 4th & Washington. It will also include seal coating the lots at 6th & Lincoln and 4th & Dunn. Asphalt repairs will involve milling, tack coating, and a 2 inch asphalt overlay of effected areas. All lots will have cracks sealed, receive two coats of sealer, and then will be re-stripped.

The project will be completed in the spring of 2018 when the overnight low temperatures average above 40 degrees, preferably higher, to ensure proper curing of seal coat material.

Quotes were requested from Otto's Pavement Marking, Groomer Construction, and Bloomington Seal Coating & Paving. The quoted amounts were as follows:

Company	Amount
Otto's Pavement Marking	\$23,656.00
Groomer Construction, Inc.	\$24,234.70
Bloomington Seal Coating & Paving, Inc.	\$37,050.00

This contract was originally awarded to Otto's Pavement Marking in December of 2017. Upon review, the City Legal Dept. found the Affirmative Action Plan provided by Otto's to be unsatisfactory. Otto's declined to amend their corporate affirmative action plan for this project. Staff therefore recommends awarding the contract to the next lowest bidder, Groomer Const... They are an established company that has satisfactorily completed many projects for the City over the years.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff
Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

GROOMER CONSTRUCTION, INC.

FOR

REPAIR AND SEALCOATING OF PARKING LOTS AT CITY HALL, 6TH & LINCOLN ST., 4TH & DUNN ST., AND 4TH & WASHINGTON ST.

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for REPAIR AND SEALCOATING OF PARKING LOTS AT CITY HALL, 6TH & LINCOLN ST., 4TH & DUNN ST., AND 4TH & WASHINGTON ST., (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before July 31, 2018, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty four thousand two hundred thirty four dollars and seventy cents (\$ 24,234.70). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without

violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.

4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability,

Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

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

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 *et seq.* or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a

lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Groomer Construction, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Richard Groomer
P.O. Box 100 Suite 120	6535 W. Ison Rd.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within One hundred eighty (180) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the One hundred eighty (180) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made

in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees’ Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CITY HALL PARKING LOT REPAIR AND SEALCOATING

This project shall include, but is not limited to this SCOPE OF WORK

Parking Lot at Municipal Building Farmers Market 401 N. Morton St.

Patch utility cut on west entry of lot and 6x6 area in lot and patch and raise existing water meter to match surrounding grades

Seal coat approx. 50,000 sq ft. Seal with seal master Sealpave. Install 2 coats on parking lot and 3 coats on entryway. Restripe as exists and number spaces as exists.

4th & Washington

Seal Coat Parking Lot with 2 coats of Seal Master Sealpave. Fill cracks, Restripe as exists. Repair 3 x 3 graveled area on North side of parking lot.

6th & Lincoln

Seal Coat Parking Lot with 2 coats of Seal Master Sealpave, Fill cracks, Restripe as exists.

4th & Dunn

Seal Coat Parking Lot with 2 coats of Seal Master Sealpave, Fill cracks, Restripe as exists. **Total \$3708.80**

Pavement Repairs

Pavement repairs will performed by the Contractor with the following specifications:

1. Mill or cut out bad areas agreed to and specified in Scope of Work.
2. Clean up all millings and/or debris.
3. Apply a layer of asphalt tack coat.
4. Replace asphalt and lay at least 2 inches of #11 asphalt surface.
5. Roll, compact and finish all asphalt materials.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

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

 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Board of Public Works Staff Report

Project/Event: Animal Care & Control Shelter Additions & Renovations Project

Petitioner/Representative: Animal Care & Control Division

Staff Representative: Virgil Sauder, J.D. Boruff

Meeting Date: April 3, 2018

Change Order # 5 covers several items needed to complete the project and bring equipment up to code.

- 1- Add doors to mechanical mezzanine \$2,785.70 – doors needed for a fire barrier in the area where the HVAC system is located in the new construction.
- 2- Upgrade electrical for Dishwasher, \$1,811.00 – Electrical design did not include correct supply for dishwasher. Upgrade of lines needed.
- 3- Extend Shingles above new entry, \$743.37 – In order to blend the old building to the new above the entryway, the roofing work was extended to include the whole gable. This work was done separate from change order #4 which includes re-roofing the remainder of the existing building.
- 4- Relocate Fire and Security Panel as well as bring fire alarm system up to code, \$10,502.60 – This portion of the change order includes moving the existing panels into the IT closet. This move places the panels in a more secure location to prevent tampering. The existing Fire panel has a few faulty boards and will be replaced during the move. The cost further covers addition of horns and strobes in locations left out of the original plans, but required by code.

This project is funded from the bond proceeds of the Consolidated TIF Fund. Funding approval for this change order will be affirmed at the April 2nd meeting of the Redevelopment Commission.

Recommend **Approval** **Denial by: Virgil Sauder**

DRAFT AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): City of Bloomington- Board of Public Works 401 N. Morton Street, suite 120 Bloomington, IN 47404	CHANGE ORDER NUMBER: 005 FINAL DATE: March 28, 2018	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Neidigh Construction Corporation 2220 W. Vernal Pike Bloomington, IN 47404	ARCHITECT'S PROJECT NUMBER: 2015-14 CONTRACT DATE: March 7, 2017 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- | | |
|--|--------------|
| 1. Add doors at each end of the mechanical mezzanine that were shown on plans but not on the Door Schedule. | \$ 2,785.70 |
| 2 Upgrade electrical to Owner supplied Dishwasher as necessitated by equipment. | \$ 1,811.00 |
| 3. Extend shingles above new entry between new construction and existing valley so installation is consistent. | \$ 743.37 |
| 4. Relocate Fire Alarm Panel and Security Panel to IT Room. Bring Fire Alarm system in Renovated portion of the project up to code due to relocation of panel as requested by COB Fire Department. | \$ 10,502.60 |

TOTAL AMOUNT THIS CHANGE ORDER NO. 5..... \$ 15,842.67

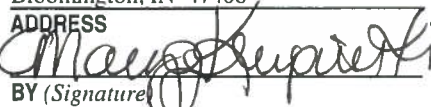
The original Contract Sum was	\$ 1,940,011.00
The net change by previously authorized Change Orders	\$ 101,851.69
The Contract Sum prior to this Change Order was	\$ 2,041,862.69
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,842.67
The new Contract Sum including this Change Order will be	\$ 2,057,705.36

The Contract Time will be increased by ten work days (10 work) days.

The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to March 29, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
113 East 6 th Street Bloomington, IN 47408 ADDRESS	2220 West Vernal Pike Bloomington, IN 47404 ADDRESS	401 N. Morton Street Bloomington, IN 47404 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
Mary J. Krupinski, AIA, President (Typed name)	 (Typed name)	 (Typed name)
March 28, 2018 DATE	 DATE	 DATE

CHANGE REQUEST / ESTIMATE #13

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 2/2/2018

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Subcontractor	Total
Doors at each end of Mezzanine						
Doors - interior & exterior closer, hinge, lockset						
	2		2016.00	394.00		2,410.00
Project Management	1 hrs @	65.00		65.00		65.00
Administrative	1 hrs @	35.00		35.00		35.00
			2016.00	494.00		2,510.00
Material - Markup 10%						201.60
Labor - Mark-up 15%						74.10
					Total	2,785.70

Response By: Kent Kimmel
Larry Neidigh

Date of Response: 02/02/2018

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #15

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 2/6/2018

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Subcontractor	Total
Add power to owner supplied dishwasher.						
Electrical - provide and install material					1670.00	1,670.00
Project Management	0.5 hrs @	65.00		32.50		32.50
Administrative	0.5 hrs @	35.00		17.50		17.50
				50.00	1670.00	1,720.00
Subcontractor - Mark up 5%						83.50
Labor - Mark-up 15%						7.50
				Total		1,811.00

Response By: Kent Kimmel
Larry Neidigh

Date of Response: 02/06/2018

Accepted by:

Date of Acceptance:

Page 2
31-Jan-18
cp#10

SCOPE OF WORK FOR:

Provide and Install Material

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

Provide and install 50amp 230v plug
Provide and install power drop in wall through attic
Provide and install 50amp breaker

B. MATERIAL	\$651.94
SALES TAX	\$45.64
MATERIAL TOTAL	\$697.58
LABOR	\$820.42
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$1,518.00
Mark-up (10%)	\$151.80
SUB TOTAL	\$1,669.80
GRAND TOTAL	\$1,670

GAYLOR

CHANGE REQUEST / ESTIMATE #18

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 2/27/2018

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total
Add shingles back to valley of existing gable	309.88	300.00		609.88
Project Management	0.5 hrs @ 65.00	32.50		32.50
Administrative	0.5 hrs @ 35.00	17.50		17.50
	309.88	350.00		659.88
Material - Mark-up 10%				30.99
Labor - Mark-up 15%				52.50
			Total	743.37

Add - 1 day to contract

Response By: Kent Kimmel
Larry Neidigh

Date of Response: 02/27/2018

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #19

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 3/2/2018

ESI # 9 dated February 6, 2018 - ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, material, equipment and supervision required to complete the referenced project per plans, specifications and addenda submitted.

	Material	Labor	Subcontractor	Total
<p>Identified location for the fire alarm control panel and security anel to be relocated to the IT room, and annunciator panel location for the fire alarm system. Mount fire alarm annunciator panel 48" above finished floor to top of panel. - <u>Bring fire alarm system up to code.</u></p>				
<p>Provide and install new fire alarm & annunciator panel, relocate security panel to IT room, extend fire alarm and security cables as needed.</p>				
Electrical			9284.00	9,284.00
Supervision	8 hrs @	53.25	426.00	426.00
Project Management	3 hrs @	65.00	195.00	195.00
Administrative	1 hrs @	35.00	35.00	35.00
			656.00	9,940.00
Subcontractor - Mark-up 5%				464.20
Labor - Mark-up 15%				98.40
			Total	10,502.60

Add - 1 week to contract

Response By: Kent Kimmel
Larry Neidigh

Date of Response: 03/02/2018

Accepted by:

Date of Acceptance:

SCOPE OF WORK FOR:

Provide and Install Material

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

- Provide and install new fire alarm and annunciator panel
- Relocate security panel to it room
- Extend fire alarm and security cables as needed
- Provide power to FACP from generator emergency panel
- Provide and install (3) horn/strobes
- Provide and install (5) pullstations
- Provide and install (8) smoke detectors
- Provide and install (4) monitoring module
- Provide and install (8) heat detectors

B. MATERIAL	\$1,122.10
SALES TAX	\$78.55
MATERIAL TOTAL	\$1,200.65
LABOR	\$2,239.72
LIFT RENTAL	\$0.00
SUBCONTRACT	\$5,000.00
TOTAL COST	\$8,440.37
Mark-up (10%)	\$844.04
SUB TOTAL	\$9,284.41
GRAND TOTAL	\$9,284

GAYLOR



R.E. Dimond
 & Associates, Inc.
 Consulting Engineers

732 NORTH CAPITOL AVENUE
 INDIANAPOLIS, IN 46204
 TEL 317-634-4672
 FAX 317-638-8725
 WWW.REDIMOND.COM

ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

OWNER	<input type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONSULTANT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: Animal Care and Control Shelter ENGINEER'S SUPPLEMENTAL INSTRUCTION NO: 09
 OWNER: City of Bloomington DATE OF ISSUANCE: February 6, 2018
 TO: Kirkwood Design Studio ENGINEER: R.E. Dimond and Associates, Inc.
 CONTRACT FOR: Electrical Construction ENGINEER'S PROJECT NO: 16002-G1.4

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer. Proceeding with the Work in accordance with these instructions without indicating your acceptance of these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

1. Identified location for the fire alarm control panel and security panel to be relocated to the IT room, and annunciator panel location for the fire alarm system. Mount fire alarm annunciator panel 48" above finished floor to top of panel. See attached.

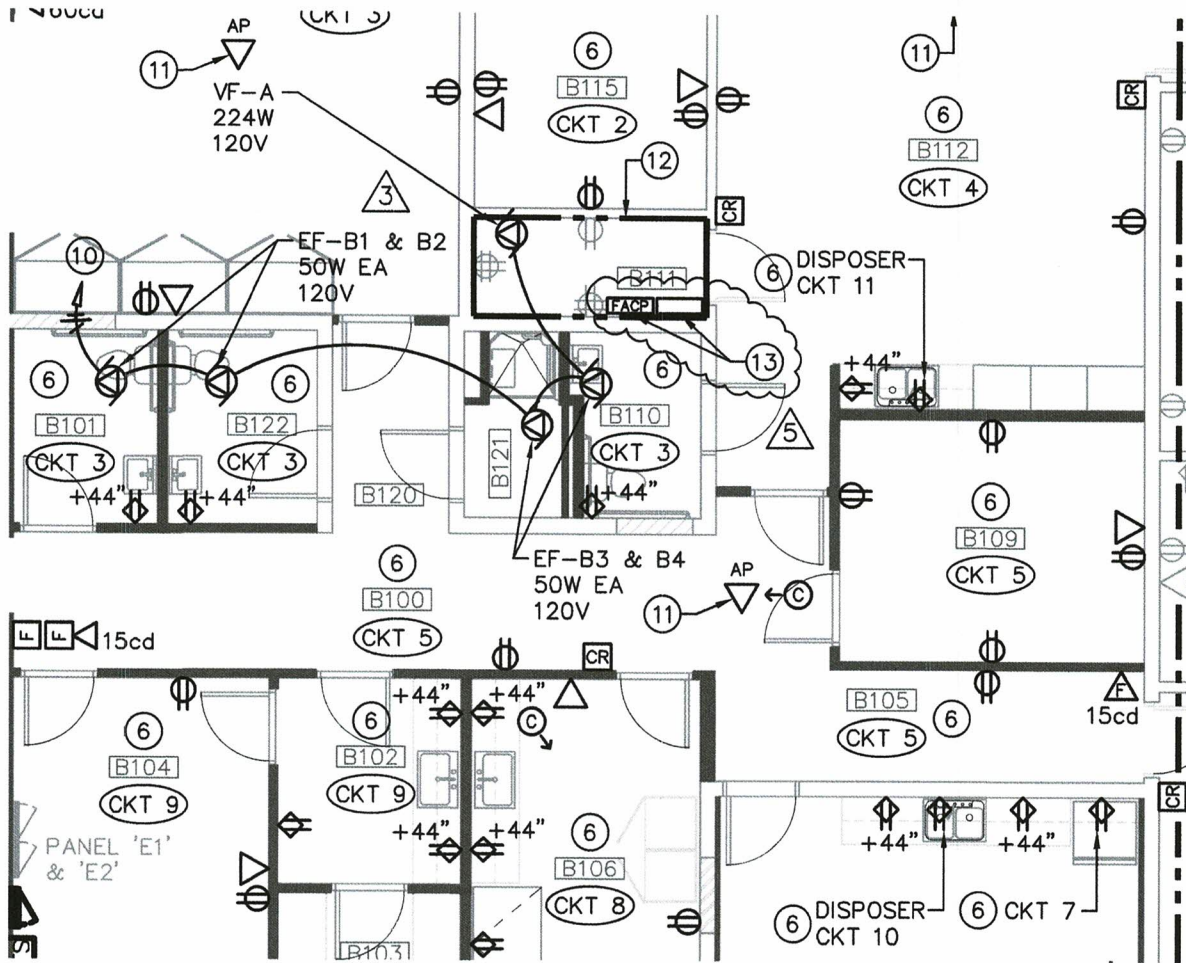
Attachments: ESI#09-E1.PDF, ESI#09-E2.PDF

- END -

ISSUED BY: Mike East
 R.E. Dimond and Associates, Inc.

ACCEPTED BY: _____
 Contractor Date

- ③ ⑫ REFEED RECEPTACLES, LIGHT FIXTURE, AND VENTILATION FAN IN I.T. ROOM B111 FROM PANEL 'SB1'. REPLACE RECEPTACLE WITH RED COLORED RECEPTACLES AND DEVICE PLATES. LABEL DEVICE PLATE WITH CIRCUIT NUMBERS.
- ⑤ ⑬ INSTALL RELOCATED FIRE ALARM CONTROL PANEL AND SECURITY PANEL IN THIS LOCATION. EXTEND EXISTING CIRCUITS TO NEW LOCATION.



R.E. Dimond
 and Associates, Inc.
 Consulting Engineers
 732 North Capitol Avenue
 Indianapolis, IN 46204

PHONE: (317) 634-4672 FAX: (317) 638-8725

PROJECT:

CITY OF BLOOMINGTON
 ANIMAL SHELTER
 BLOOMINGTON, INDIANA

JOB NUMBER: 16002

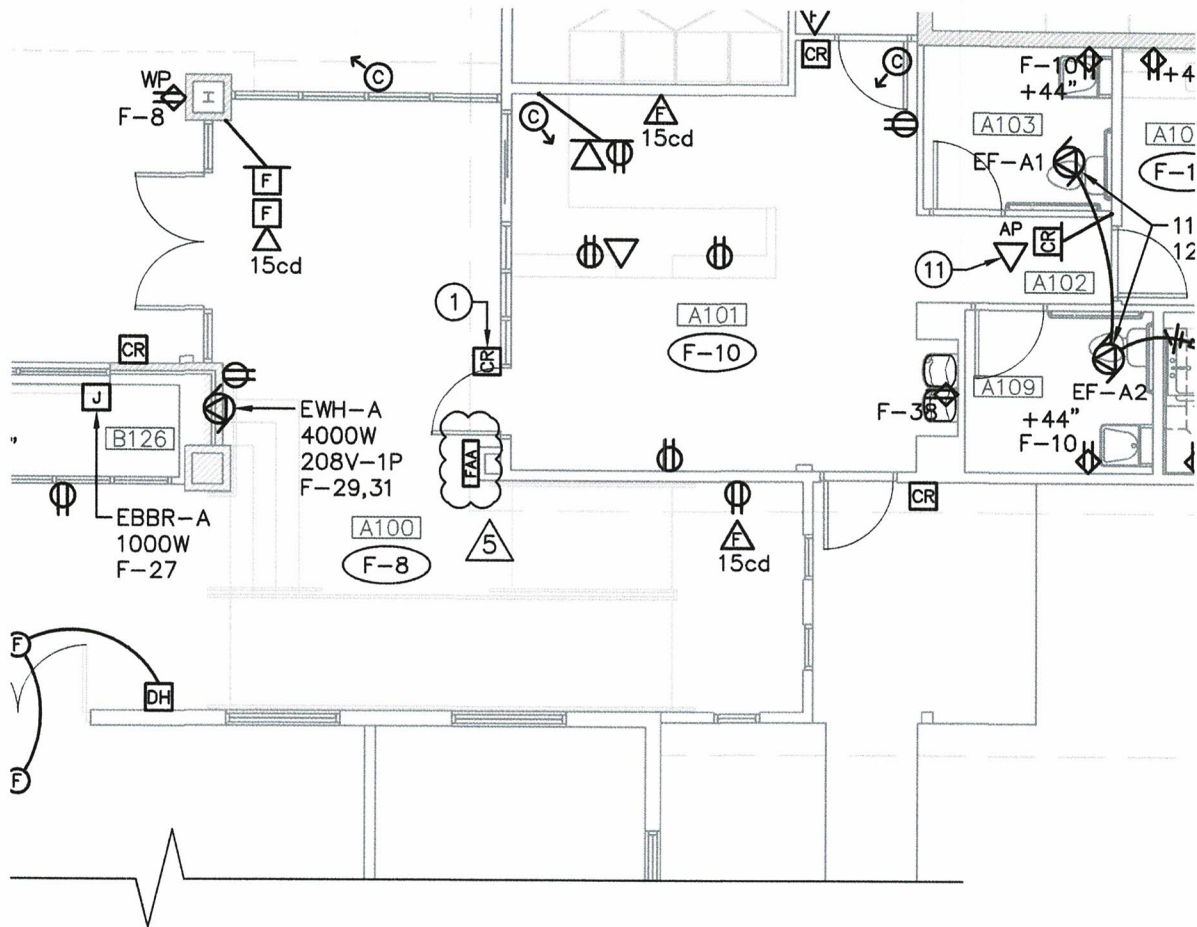
DATE: 2/2/2018

REF. DWG. NO.: E211

DRAWN BY: PLR

ESI #09

DRAWING NO.: **ESI#09-E1**



R.E. Dimond
 and Associates, Inc.
 Consulting Engineers
 732 North Capitol Avenue
 Indianapolis, IN 46204

PHONE: (317) 634-4672 FAX: (317) 638-8725

PROJECT: CITY OF BLOOMINGTON
 ANIMAL SHELTER
 BLOOMINGTON, INDIANA

JOB NUMBER: 16002 DATE: 2/2/2018
 REF. DWG. NO.: E211 DRAWN BY: PLR

ESI #09

DRAWING NO.: **ESI#09-E2**



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
Ailish Byrne	01-Byrne-refund adoption fee-feline	04/06/2018	75.00
JoAnn Knudson	01-refund adoption fee-canine	04/06/2018	37.50
Bertie Lehman	01-Lehman-refund adoption fee-canine-3/23/18	04/06/2018	40.00
Ray McConn	01-refund adoption fee	04/06/2018	75.00
Stephanie Morgan	01-Morgan-refund adoption fee-canine	04/06/2018	75.00
Account 43430 - Animal Adoption Fees Totals		5	<u>\$302.50</u>
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-vertical wall sign holder	04/06/2018	180.72
5103 - Staples Contract & Commercial, INC	01-bucket wringer, wet floor signs	04/06/2018	83.69
5103 - Staples Contract & Commercial, INC	01-markers, files, clips, tape	04/06/2018	25.99
5103 - Staples Contract & Commercial, INC	01-deposit safe	04/06/2018	89.99
Account 52110 - Office Supplies Totals		4	<u>\$380.39</u>
Account 52210 - Institutional Supplies			
4136 - C. Specialties, INC	01-leashes-400, inc. s/h	04/06/2018	269.78
313 - Fastenal Company	01-paper towels, trash can liners	04/06/2018	134.56
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline food-3/9/18	04/06/2018	260.28
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline/kitten food-3/16/18	04/06/2018	286.38
4574 - John Deere Financial (Rural King)	06-fresh pellet bedding	04/06/2018	274.50
4574 - John Deere Financial (Rural King)	06-truck floor mats	04/06/2018	14.99
4574 - John Deere Financial (Rural King)	06-bleach	04/06/2018	21.42
4574 - John Deere Financial (Rural King)	06-hand held sprayer	04/06/2018	3.99
4574 - John Deere Financial (Rural King)	06-straw	04/06/2018	27.96
4574 - John Deere Financial (Rural King)	06-Rain Boots	04/06/2018	14.98
Account 52210 - Institutional Supplies Totals		10	<u>\$1,308.84</u>
Account 52310 - Building Materials and Supplies			
594 - Curry Auto Center, INC	01-key made for new vehicle	04/06/2018	55.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
53005 - Menards, INC	01-blinds and hardware	04/06/2018	18.24
	Account 52310 - Building Materials and Supplies Totals	2	\$73.24
Account 52430 - Uniforms and Tools			
4832 - Animal Care Equipment & Services, LLC	01-ACO equipment-cat tongs	04/06/2018	135.82
	Account 52430 - Uniforms and Tools Totals	1	\$135.82
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 3/1-3/15/18	04/06/2018	2,008.62
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/6/18	04/06/2018	307.81
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit-3/7/18	04/06/2018	35.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/13/18	04/06/2018	537.38
	Account 53130 - Medical Totals	4	\$2,888.81
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 2/12-3/11/18	04/06/2018	120.93
	Account 53210 - Telephone Totals	1	\$120.93
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	1,352.87
	Account 53510 - Electrical Services Totals	1	\$1,352.87
Account 53610 - Building Repairs			
321 - Harrell Fish, INC	19-ACC-quarterly pm contract-2018 Winter check	04/06/2018	826.00
	Account 53610 - Building Repairs Totals	1	\$826.00
Account 53630 - Machinery and Equipment Repairs			
9523 - Freedom Business Solutions, LLC	01-printer repair-3/16/18	04/06/2018	224.00
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$224.00
	Program 010000 - Main Totals	30	\$7,613.40
	Department 01 - Animal Shelter Totals	30	\$7,613.40
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Julie Paulson	14-refund overpayment pkg citation	04/06/2018	10.00
	Account 46060 - Other Violations Totals	1	\$10.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53320 - Advertising			
323 - Hoosier Times, INC	26-Pkg Garages-advertisement for position	04/06/2018	92.74
	Account 53320 - Advertising Totals	1	\$92.74
	Program 020000 - Main Totals	2	\$102.74
	Department 02 - Public Works Totals	2	\$102.74
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	03-expanding wallet files, translucent document	04/06/2018	31.13
	Account 52110 - Office Supplies Totals	1	\$31.13
Account 53230 - Travel			
5461 - F Nicole Bolden	03-per diem reimb.-ILMCT Academy-Muncie-3/11-	04/06/2018	118.00
5935 - Stephen E Lucas	03-per diem reimb.-ILMCT Academy-Muncie-3/11-	04/06/2018	118.00
	Account 53230 - Travel Totals	2	\$236.00
	Program 030000 - Main Totals	3	\$267.13
	Department 03 - City Clerk Totals	3	\$267.13
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53310 - Printing			
818 - Everywhere Signs, LLC	04 - 30" x 60" Street Banners & Install -	04/06/2018	1,490.00
	Account 53310 - Printing Totals	1	\$1,490.00
	Program 040000 - Main Totals	1	\$1,490.00
	Department 04 - Economic & Sustainable Dev Totals	1	\$1,490.00
Department 05 - Common Council			
Program 050000 - Main			
Account 53160 - Instruction			
17091 - Isabel Piedmont-Smith	05-Reimb for AIM Opioid Conference-Indy-2/15/18	04/06/2018	119.00
7101 - Stacy Jane Rhoads	05-Women's History Lunch Tickets for Council	04/06/2018	75.00
	Account 53160 - Instruction Totals	2	\$194.00
	Program 050000 - Main Totals	2	\$194.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Department 05 - Common Council Totals		2	\$194.00
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
371 - Pitney Bowes, INC	06 - 2 Ink Pads for Postage Machine	04/06/2018	39.08
8002 - Safeguard Business Systems, INC	06 Deposit Tickets (4800)	04/06/2018	505.57
8002 - Safeguard Business Systems, INC	06-2017 Tax Forms & Envelopes	04/06/2018	631.88
Account 52420 - Other Supplies Totals		3	\$1,176.53
Account 53320 - Advertising			
323 - Hoosier Times, INC	06 2017 Annual Report Ad	04/06/2018	183.65
Account 53320 - Advertising Totals		1	\$183.65
Account 53730 - Machinery and Equipment Rental			
371 - Pitney Bowes, INC	06- 2018 Postage Meter Rental	04/06/2018	120.00
Account 53730 - Machinery and Equipment Rental Totals		1	\$120.00
Account 53990 - Other Services and Charges			
8002 - Safeguard Business Systems, INC	09- Bicentennial Yard Signs-100 plus stakes	04/06/2018	614.80
8002 - Safeguard Business Systems, INC	09-Bicentennial Picture Frames	04/06/2018	40.00
54546 - Charles Y Coghlan, DMD (Office Easel)	18- Bicentennial Frisbee	04/06/2018	1,315.88
5387 - Creative Graphics, INC (dba Baugh Enterprises)	18- Utility bill inserts for Bicentennial Street Fair	04/06/2018	810.00
129 - FedEx Office and Print Service, INC	18- Bicentennial Arbor Day poster print and mount	04/06/2018	69.35
5086 - Frame Station, INC (Framemakers)	18- frame Arbor Day poster and medallion for	04/06/2018	310.24
5936 - Emily E Wilson	18- Bicentennial Arbor Day poster artist stipend	04/06/2018	500.00
Account 53990 - Other Services and Charges Totals		7	\$3,660.27
Program 060000 - Main Totals		12	\$5,140.45
Department 06 - Controller's Office Totals		12	\$5,140.45
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
9523 - Freedom Business Solutions, LLC	09-Toner for color printer-black & magenta	04/06/2018	364.00
5103 - Staples Contract & Commercial, INC	09-office supplies for Boletin-9x12 envelopes	04/06/2018	109.20



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52110 - Office Supplies Totals	2	\$473.20
Account 53230 - Travel			
860 - Elizabeth D Savich	09-reimb. pkg IMU on 10/12/17 & 11/13/17	04/06/2018	20.25
	Account 53230 - Travel Totals	1	\$20.25
Account 53910 - Dues and Subscriptions			
4440 - Points of Light Foundation	09-Annual membership fee (10-1-17 to 9-30-18)	04/06/2018	250.00
	Account 53910 - Dues and Subscriptions Totals	1	\$250.00
Account 53960 - Grants			
205 - City Of Bloomington	09-CFRD Sponsorship-2018 Women's History	04/06/2018	125.00
	Account 53960 - Grants Totals	1	\$125.00
	Program 090000 - Main Totals	5	\$868.45
	Department 09 - CFRD Totals	5	\$868.45
Department 10 - Legal			
Program 100000 - Main			
Account 46010 - Court Docket Fees			
199 - Monroe County Government	10-Court Fee Reimb.-S. Collins-53C08-1111-OV-	04/06/2018	115.00
	Account 46010 - Court Docket Fees Totals	1	\$115.00
Account 52110 - Office Supplies			
5819 - Synchrony Bank	10-head set	04/06/2018	289.95
	Account 52110 - Office Supplies Totals	1	\$289.95
Account 52420 - Other Supplies			
50761 - Bloomington Sandwich Co, LLC	10-Trades District mtg food	04/06/2018	90.38
	Account 52420 - Other Supplies Totals	1	\$90.38
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	06-2016 annexation-work on payment matters	04/06/2018	127.50
330 - Ice Miller, LLP	10- legal services on IU Health property acquisition	04/06/2018	7,711.50
330 - Ice Miller, LLP	10-legal services Monastery property	04/06/2018	195.00
	Account 53120 - Special Legal Services Totals	3	\$8,034.00
Account 53910 - Dues and Subscriptions			
1409 - Monroe County Bar Association	10- Mo Co Bar 2018 membership dues	04/06/2018	175.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53910 - Dues and Subscriptions Totals	1	\$175.00
	Program 100000 - Main Totals	7	\$8,704.33
Program 101000 - Human Rights			
Account 53910 - Dues and Subscriptions			
1409 - Monroe County Bar Association	10- Mo Co Bar 2018 membership dues	04/06/2018	35.00
	Account 53910 - Dues and Subscriptions Totals	1	\$35.00
	Program 101000 - Human Rights Totals	1	\$35.00
	Department 10 - Legal Totals	8	\$8,739.33
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53960 - Grants			
6191 - Authentic Southern Concepts, LLC (Grazie)	11-Boards & Commissions BEO	04/06/2018	1,212.50
	Account 53960 - Grants Totals	1	\$1,212.50
	Program 110000 - Main Totals	1	\$1,212.50
	Department 11 - Mayor's Office Totals	1	\$1,212.50
Department 12 - Human Resources			
Program 120000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	12-post-it tabs, office supplies	04/06/2018	38.56
	Account 52110 - Office Supplies Totals	1	\$38.56
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges-2/12-3/11/18	04/06/2018	23.13
	Account 53210 - Telephone Totals	1	\$23.13
Account 53230 - Travel			
5836 - Mary Caroline Buchanan Shaw	12 Reimbursement for Parking for AIM Meeting	04/06/2018	14.00
	Account 53230 - Travel Totals	1	\$14.00
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads inv 22818	04/06/2018	214.87
	Account 53320 - Advertising Totals	1	\$214.87
	Program 120000 - Main Totals	4	\$290.56



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Department 12 - Human Resources Totals		4	\$290.56
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	13-11x17 Paper (4 reams)	04/06/2018	22.16
5103 - Staples Contract & Commercial, INC	13-Plastic holder, pens, refill paper for blk	04/06/2018	27.53
Account 52110 - Office Supplies Totals		2	<u>\$49.69</u>
Account 52420 - Other Supplies			
5103 - Staples Contract & Commercial, INC	13-mouse pad for Hannah	04/06/2018	12.94
5103 - Staples Contract & Commercial, INC	13-2 Audio Cables (for digital recorder)	04/06/2018	15.00
5103 - Staples Contract & Commercial, INC	13-Batteries (1 pack)--Size C	04/06/2018	6.74
5103 - Staples Contract & Commercial, INC	13-Desk Mat (Carmen)	04/06/2018	27.82
Account 52420 - Other Supplies Totals		4	<u>\$62.50</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-Unified Develop Ord.(UDO)Update-serv. as of	04/06/2018	16,136.64
8305 - Schmidt Associates, INC	13-Architectural Design/Review-serv. 2/1-2/28/18	04/06/2018	1,166.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	<u>\$17,302.89</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	13-cell phone charges 2/12-3/11/18	04/06/2018	325.14
Account 53210 - Telephone Totals		1	<u>\$325.14</u>
Account 53230 - Travel			
5070 - Roy E Aten	13-Per diem-Purdue Road School-Lafayette, IN-	04/06/2018	49.00
4842 - Andrew Scott Cibor	13-Per diem-Purdue Road School-Lafayette, IN-	04/06/2018	59.00
5324 - Neil Henry Kopper	13-Per diem-Purdue Road School-Lafayette, IN-	04/06/2018	33.00
Account 53230 - Travel Totals		3	<u>\$141.00</u>
Account 53320 - Advertising			
323 - Hoosier Times, INC	13-Legal publication (UDO-series of public	04/06/2018	37.35
Account 53320 - Advertising Totals		1	<u>\$37.35</u>
Account 53910 - Dues and Subscriptions			
5150 - Institute of Transportation Engineers	13-Andrew Cibor_2018 Indiana Membership Dues	04/06/2018	25.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
5150 - Institute of Transportation Engineers	13-Neil Kopper_2018 Indiana Membership Dues	04/06/2018	25.00
	Account 53910 - Dues and Subscriptions Totals	2	<u>50.00</u>
Account 53990 - Other Services and Charges			
6235 - Toole Design Group, LLC	13-2017-2018 Transp. Plan-services thru 1/27-	04/06/2018	5,038.21
	Account 53990 - Other Services and Charges Totals	1	<u>\$5,038.21</u>
	Program 130000 - Main Totals	16	<u>\$23,006.78</u>
	Department 13 - Planning Totals	16	<u>\$23,006.78</u>
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
2966 - Barrett Supplies & Equipment, INC	19-City Hall-trash bags, toilet paper, paper towels,	04/06/2018	1,087.61
	Account 52210 - Institutional Supplies Totals	1	<u>\$1,087.61</u>
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co INC	19-City Hall-drywall supplies-grit drywall screen	04/06/2018	1.69
177 - Indiana Oxygen Company, INC	19-tank rental for cutting torches	04/06/2018	31.30
395 - Kirby Risk Corp	19-City Hall-ballasts	04/06/2018	82.96
394 - Kleindorfer Hardware & Variety	19-City Hall-anchor kit	04/06/2018	9.32
394 - Kleindorfer Hardware & Variety	19-City Hall-ballasts & flag	04/06/2018	67.81
394 - Kleindorfer Hardware & Variety	19-City Hall-8' light bulbs	04/06/2018	(54.32)
	Account 52310 - Building Materials and Supplies Totals	6	<u>\$138.76</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 2/12-3/11/18	04/06/2018	177.38
	Account 53210 - Telephone Totals	1	<u>\$177.38</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	9,272.84
	Account 53510 - Electrical Services Totals	1	<u>\$9,272.84</u>
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	19-City Hall-remove wire and locate circuits	04/06/2018	170.00
651 - Engraving & Stamp Center, INC	19-City Hall-3 name plates for offices	04/06/2018	53.52
3434 - Executive Management Services, INC	19-CH/off site facilities-March 2018 cleaning	04/06/2018	13,646.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
321 - Harrell Fish, INC	19-City Hall-repair condensate pump sensor	04/06/2018	180.00
321 - Harrell Fish, INC	19-CH-P&T-repair heat pump in Ass't Directors	04/06/2018	641.00
321 - Harrell Fish, INC	19-City Hall-repair water fountain, install shut-offs	04/06/2018	1,859.49
321 - Harrell Fish, INC	19-CH-replaced/repared bad control board unit	04/06/2018	1,378.34
321 - Harrell Fish, INC	19-City Hall-repair cooling tower	04/06/2018	724.74
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-March 2018	04/06/2018	1,910.66
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-February 2018	04/06/2018	1,910.66
321 - Harrell Fish, INC	19-City Hall-repair VFD on tower fan	04/06/2018	144.00
321 - Harrell Fish, INC	19-City Hall-replace electric eye diaphragm-water	04/06/2018	144.00
7402 - Nature's Way, INC	19-City Hall-monthly, March 2018, plant	04/06/2018	336.60
Account 53610 - Building Repairs Totals		13	<u>\$23,099.01</u>
Account 53990 - Other Services and Charges			
60 - Monroe County Solid Waste Management District	19-disposal fee of flourescent lamps	04/06/2018	23.60
Account 53990 - Other Services and Charges Totals		1	<u>\$23.60</u>
Account 54440 - Motor Equipment			
6070 - 72 Hour LLC (National Auto Fleet Group)	19-2018 Ford Transit Van (for Facilities	04/06/2018	36,286.00
Account 54440 - Motor Equipment Totals		1	<u>\$36,286.00</u>
Program 190000 - Main Totals		24	<u>\$70,085.20</u>
Department 19 - Facilities Maintenance Totals		24	<u>\$70,085.20</u>
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	28-post it notes, sharpies, stamp refill, copy paper	04/06/2018	932.40
Account 52110 - Office Supplies Totals		1	<u>\$932.40</u>
Account 52420 - Other Supplies			
5024 - Electronic Imaging Materials, INC	28-Asset Tag Printer Ink Ribbon	04/06/2018	27.19
53442 - Paragon Micro, INC	28-256GB SSD Hard Drive	04/06/2018	120.98
5103 - Staples Contract & Commercial, INC	28-Slim 2TB Hard Drive External	04/06/2018	129.98
5103 - Staples Contract & Commercial, INC	28-USB all-in-one reader	04/06/2018	35.54
5103 - Staples Contract & Commercial, INC	28-Flash Drives	04/06/2018	34.64



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52420 - Other Supplies Totals	5	\$348.33
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 2/20-3/19/18-#812 339-2261	04/06/2018	5,537.34
13969 - AT&T Mobility II, LLC	28-cell phone charges 2/12-3/11/18	04/06/2018	732.03
	Account 53210 - Telephone Totals	2	\$6,269.37
Account 53640 - Hardware and Software Maintenance			
8750 - Service Express INC	28-Server Maintenance-COB portion-4/1-6/30/18	04/06/2018	4,149.00
	Account 53640 - Hardware and Software Maintenance Totals	1	\$4,149.00
Account 53910 - Dues and Subscriptions			
8315 - Indiana Geographic Information Council, INC	28-M. Stier-IGIC 2018 Membership	04/06/2018	75.00
8315 - Indiana Geographic Information Council, INC	28-R. Goodman-IGIC 2018 Membership	04/06/2018	75.00
8315 - Indiana Geographic Information Council, INC	28-L. Haley-IGIC 2018 Membership	04/06/2018	300.00
	Account 53910 - Dues and Subscriptions Totals	3	\$450.00
	Program 280000 - Main Totals	12	\$12,149.10
	Department 28 - ITS Totals	12	\$12,149.10
	Fund 101 - General Fund (S0101) Totals	120	\$131,159.64
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4633 - Midwest Veterinary Supply, INC	01-antibiotics, vinyl exam gloves, syringes-3/15/18	04/06/2018	289.44
4633 - Midwest Veterinary Supply, INC	01-syringes-3/15/18	04/06/2018	120.00
5819 - Synchrony Bank	01-starter pack w/buckets	04/06/2018	127.95
5819 - Synchrony Bank	01-Purell shield floor & wall protector	04/06/2018	45.78
5819 - Synchrony Bank	01-Bloem aqua rite watering can	04/06/2018	18.84
5819 - Synchrony Bank	01-Giantex Step Stool with handle	04/06/2018	25.00
5819 - Synchrony Bank	01-Folding 4-step safety step ladder	04/06/2018	99.99
5819 - Synchrony Bank	01-Whiskas cat milk plus	04/06/2018	28.99
5819 - Synchrony Bank	01-Cosco 2 step folding step stool-2	04/06/2018	55.18
5819 - Synchrony Bank	01-Rubbermaid deskside wastebucket	04/06/2018	50.97



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
5819 - Synchrony Bank	01-shooting ear protection, cotton swabs, isolation	04/06/2018	283.93
	Account 52210 - Institutional Supplies Totals	11	\$1,146.07
	Program 400102 - Animal Supplies Totals	11	\$1,146.07
Program 400105 - Animal Rescue Waggin'			
Account 52210 - Institutional Supplies			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 3/1-3/15/18	04/06/2018	56.38
	Account 52210 - Institutional Supplies Totals	1	\$56.38
	Program 400105 - Animal Rescue Waggin' Totals	1	\$56.38
	Department 06 - Controller's Office Totals	12	\$1,202.45
	Fund 103 - Restricted Donations Totals	12	\$1,202.45
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	09-print program for 2018 MLK Birthday	04/06/2018	351.18
8002 - Safeguard Business Systems, INC	09-2018 MLK Birthday Celebration-Photobooth	04/06/2018	38.77
	Account 53310 - Printing Totals	2	\$389.95
	Program 090002 - Com Serv - MLK Comm Totals	2	\$389.95
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
5932 - Indiana Bratworks (Board & Blade)	09-BCSW - 2018 WLD Event - catering	04/06/2018	495.00
	Account 52420 - Other Supplies Totals	1	\$495.00
Account 53990 - Other Services and Charges			
6426 - Byllye Avery	09-2018 WHM Lunch - keynote speaker	04/06/2018	3,000.00
	Account 53990 - Other Services and Charges Totals	1	\$3,000.00
	Program 090003 - Com Serv - Status of Women Totals	2	\$3,495.00
Program 090016 - Com Serv - Safe & Civil			
Account 53990 - Other Services and Charges			
4774 - RLJ Lodging II REIT Sub, LLC (Hilton Garden Inn)	09-2018 BHM Gala--room rental and catering	04/06/2018	7,090.03
	Account 53990 - Other Services and Charges Totals	1	\$7,090.03



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 090016 - Com Serv - Safe & Civil Totals	1	\$7,090.03
Program 090018 - CBVN			
Account 52420 - Other Supplies			
6274 - Quality Logo Products	09-Be More Awards-nominee gifts	04/06/2018	321.08
	Account 52420 - Other Supplies Totals	1	\$321.08
	Program 090018 - CBVN Totals	1	\$321.08
Program 090023 - Monroe County Domestic Voilence			
Account 53990 - Other Services and Charges			
6369 - Elana, LLC (Falafels)	09-Catering for Domestic Violence Conference on	04/06/2018	1,242.50
	Account 53990 - Other Services and Charges Totals	1	\$1,242.50
	Program 090023 - Monroe County Domestic Voilence Totals	1	\$1,242.50
	Department 09 - CFRD Totals	7	\$12,538.56
	Fund 312 - Community Services Totals	7	\$12,538.56
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54420 - Purchase of Equipment			
2372 - Probleu, INC	28-SMF SFP connector LX transceiver	04/06/2018	1,464.97
	Account 54420 - Purchase of Equipment Totals	1	\$1,464.97
Account 54450 - Equipment			
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	04/06/2018	167.25
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	04/06/2018	167.25
	Account 54450 - Equipment Totals	2	\$334.50
	Program 254000 - Infrastructure Totals	3	\$1,799.47
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 4/1-4/30/18	04/06/2018	149.85
	Account 53150 - Communications Contract Totals	1	\$149.85
Account 53980 - Community Access TV/Radio			
64 - Monroe County Public Library	28-CATS-January thru March 2018	04/06/2018	109,505.50



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53980 - Community Access TV/Radio Totals	1	\$109,505.50
	Program 256000 - Services Totals	2	\$109,655.35
	Department 25 - Telecommunications Totals	5	\$111,454.82
	Fund 401 - Non-Reverting Telecom (S1146) Totals	5	\$111,454.82
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52310 - Building Materials and Supplies			
53005 - Menards, INC	19-Street Dept-trash can, flag pole & flag	04/06/2018	29.95
	Account 52310 - Building Materials and Supplies Totals	1	\$29.95
Account 52330 - Street , Alley, and Sewer Material			
19278 - Milestone Contractors, LP	20-surface-11.21 tons-3/2-3/6/18 BC 2017-17	04/06/2018	739.86
	Account 52330 - Street , Alley, and Sewer Material Totals	1	\$739.86
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	20-Supplies-Sign Installation-screws, taps,	04/06/2018	746.60
4519 - Osburn Associates, INC	20-Sign Materials-tape, weeding tool, signage	04/06/2018	1,610.75
	Account 52340 - Other Repairs and Maintenance Totals	2	\$2,357.35
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-heavy duty contractor bag	04/06/2018	9.97
409 - Black Lumber Co INC	20-1 gal. tank sprayer, fiberglass hoe	04/06/2018	29.96
409 - Black Lumber Co INC	20-2" stiff putty knives-2	04/06/2018	11.98
52189 - Hiram J Hash & Sons, INC	20-Time Clock Machine	04/06/2018	1,308.00
793 - Indiana Safety Company, INC	20-36'asphalt lutes-7	04/06/2018	366.03
394 - Kleindorfer Hardware & Variety	20-2 pair of knee pads, staples	04/06/2018	47.97
394 - Kleindorfer Hardware & Variety	20-2 cable ties	04/06/2018	16.98
394 - Kleindorfer Hardware & Variety	20-1/4 expansion plug	04/06/2018	4.49
6262 - Koenig Equipment, INC	20-chainsaw parts-spark plug	04/06/2018	8.38
	Account 52420 - Other Supplies Totals	9	\$1,803.76
Account 53130 - Medical			
231 - Indiana University Health Bloomington, INC	20-L. Rains-drug screen DOT 5 Panel E Screen-	04/06/2018	45.00



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53130 - Medical Totals	1	\$45.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 2/12-3/11/18	04/06/2018	163.28
	Account 53210 - Telephone Totals	1	\$163.28
Account 53240 - Freight / Other			
4487 - PMB East, INC (PakMail)	20-Shipping Charges for signal equipment-3/20/18	04/06/2018	194.62
	Account 53240 - Freight / Other Totals	1	\$194.62
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	342.83
	Account 53510 - Electrical Services Totals	1	\$342.83
Account 53630 - Machinery and Equipment Repairs			
6001 - Bernath, LLC (Sealmaster)	20-Hot Box Machine Repair	04/06/2018	395.04
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$395.04
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/21/18	04/06/2018	19.45
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/21/18	04/06/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/14/18	04/06/2018	21.76
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/14/18	04/06/2018	26.39
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$93.99
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20- Disposal Fee for Sweeper Dumps-2/27/18	04/06/2018	578.40
	Account 53950 - Landfill Totals	1	\$578.40
Account 53990 - Other Services and Charges			
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-dumpster-	04/06/2018	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-3/13/18	04/06/2018	150.00
4780 - TraffTech, INC	20-Maintenance Service for Sign Machine	04/06/2018	1,550.00
	Account 53990 - Other Services and Charges Totals	3	\$1,850.00
	Program 200000 - Main Totals	26	\$8,594.08
	Department 20 - Street Totals	26	\$8,594.08
	Fund 451 - Motor Vehicle Highway(S0708) Totals	26	\$8,594.08



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			
8002 - Safeguard Business Systems, INC	26-Pkg Garages-5,000 window envelopes	04/06/2018	449.31
	Account 52110 - Office Supplies Totals	1	<u>\$449.31</u>
Account 52340 - Other Repairs and Maintenance			
3909 - Applied Engineering Services, INC	26-4th St Garage-elec. system replacement-serv.	04/06/2018	2,225.00
	Account 52340 - Other Repairs and Maintenance Totals	1	<u>\$2,225.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone charges 2/12-	04/06/2018	40.82
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 2/12-3/11/18	04/06/2018	130.72
	Account 53210 - Telephone Totals	2	<u>\$171.54</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	4,439.40
	Account 53510 - Electrical Services Totals	1	<u>\$4,439.40</u>
Account 53610 - Building Repairs			
6378 - ANN-KRISS, LLC	26-4th St Garage-install 8 doors, all frames/prep BC 2018-02	04/06/2018	16,000.00
227 - Otis Elevator Company	26-4th St Garage-elevator door service call-1/4/18	04/06/2018	1,551.60
227 - Otis Elevator Company	26-Morton St Garage-elevator repair call-2/10/18	04/06/2018	929.40
227 - Otis Elevator Company	26-Morton St Garage-elevator door service call-	04/06/2018	514.60
227 - Otis Elevator Company	26-Morton St Garage-elevator door service call-	04/06/2018	307.20
227 - Otis Elevator Company	26-Morton St Garage-elevator door service call-	04/06/2018	514.60
227 - Otis Elevator Company	26-Walnut St Garage-sills/adj. hoistway doors-	04/06/2018	2,583.50
227 - Otis Elevator Company	26-Morton St Garage-elevator service call-2/14/18	04/06/2018	99.80
	Account 53610 - Building Repairs Totals	8	<u>\$22,500.70</u>
Account 53650 - Other Repairs			
6378 - ANN-KRISS, LLC	26-4th St Garage-repair steps & 2 landing edges BC 2018-24	04/06/2018	8,355.16
32 - Cassady Electrical Contractors, INC	26-4th St Garage-electrical refit BC 2017-81	04/06/2018	24,936.49
18844 - First Financial Bank, N.A.	26-4th St Garage-electrical work-escrow No 2	04/06/2018	1,312.46



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53650 - Other Repairs Totals	3	\$34,604.11
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	26-Pkg Garages-computer for parking upgrades	04/06/2018	914.99
	Account 54420 - Purchase of Equipment Totals	1	\$914.99
	Program 260000 - Main Totals	17	\$65,305.05
	Department 26 - Parking Totals	17	\$65,305.05
	Fund 452 - Parking Facilities(S9502) Totals	17	\$65,305.05
Fund 454 - Alternative Transport(S6301)			
Department 02 - Public Works			
Program 020000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone charges 2/12-	04/06/2018	81.64
	Account 53210 - Telephone Totals	1	\$81.64
	Program 020000 - Main Totals	1	\$81.64
	Department 02 - Public Works Totals	1	\$81.64
	Fund 454 - Alternative Transport(S6301) Totals	1	\$81.64
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52230 - Garage and Motor Supplies			
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-garage supply-couplers-5	04/06/2018	17.15
	Account 52230 - Garage and Motor Supplies Totals	1	\$17.15
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	16-garage supplies-push broom, hardware	04/06/2018	22.98
5103 - Staples Contract & Commercial, INC	16-chair,	04/06/2018	169.99
	Account 52420 - Other Supplies Totals	2	\$192.97
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 2/12-3/11/18	04/06/2018	306.59
	Account 53210 - Telephone Totals	1	\$306.59
Account 53510 - Electrical Services			



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	162.12
	Account 53510 - Electrical Services Totals	1	\$162.12
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Sanitation-quarterly billing-fire alm mon base-	04/06/2018	93.18
	Account 53610 - Building Repairs Totals	1	\$93.18
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/21/18	04/06/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/21/18	04/06/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/14/18	04/06/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/14/18	04/06/2018	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$78.72
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-2/15-2/28/18	04/06/2018	10,030.80
	Account 53950 - Landfill Totals	1	\$10,030.80
	Program 160000 - Main Totals	11	\$10,881.53
	Department 16 - Sanitation Totals	11	\$10,881.53
	Fund 730 - Solid Waste (S6401) Totals	11	\$10,881.53
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 53130 - Medical			
6382 - David Fields	10-CDL physical reimbursement 2018	04/06/2018	80.00
	Account 53130 - Medical Totals	1	\$80.00
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC	12 WC TTD Wages (B Hash) pay date 3/30/2018	03/28/2018	1,038.40
	Account 53420 - Worker's Comp & Risk Totals	1	\$1,038.40
Account 53910 - Dues and Subscriptions			
1409 - Monroe County Bar Association	10- Mo Co Bar 2018 membership dues	04/06/2018	35.00
	Account 53910 - Dues and Subscriptions Totals	1	\$35.00
	Program 100000 - Main Totals	3	\$1,153.40



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Department 10 - Legal Totals	3	\$1,153.40
	Fund 800 - Risk Management(S0203) Totals	3	\$1,153.40
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for	04/06/2018	1,134.30
	Account 53990 - Other Services and Charges Totals	1	\$1,134.30
	Program 120000 - Main Totals	1	\$1,134.30
	Department 12 - Human Resources Totals	1	\$1,134.30
	Fund 801 - Health Insurance Trust Totals	1	\$1,134.30
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires	04/06/2018	787.09
50605 - Bauer Built, INC	17-tires	04/06/2018	245.48
4693 - Monroe County Tire & Supply, INC	17-tires	04/06/2018	713.12
4693 - Monroe County Tire & Supply, INC	17-tires	04/06/2018	250.50
4693 - Monroe County Tire & Supply, INC	17-tires	04/06/2018	558.84
	Account 52230 - Garage and Motor Supplies Totals	5	\$2,555.03
Account 52240 - Fuel and Oil			
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels BC 2017-76D	04/06/2018	4,440.00
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels BC 2017-76D	04/06/2018	19,482.71
	Account 52240 - Fuel and Oil Totals	2	\$23,922.71
Account 52320 - Motor Vehicle Repair			
4554 - Aero Industries, INC	17-#773 SWING ARMS	04/06/2018	206.24
244 - Bloomington Ford, INC	17-misc parts	04/06/2018	479.16
244 - Bloomington Ford, INC	17-misc parts	04/06/2018	29.84
5481 - Bright Equipment, INC (BobCat of Indy)	17-#868 belt, fuel cap and mount	04/06/2018	173.07



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
941 - Central Indiana Truck Equipment Corporation	17-#956 regen valve replacement	04/06/2018	599.76
941 - Central Indiana Truck Equipment Corporation	17-MISC HYD FITTINGS AND HARDWARE	04/06/2018	63.82
941 - Central Indiana Truck Equipment Corporation	17 - valve	04/06/2018	296.64
4335 - Circle Distributing, INC	17-misc parts	04/06/2018	145.02
4335 - Circle Distributing, INC	17-misc parts	04/06/2018	43.32
4335 - Circle Distributing, INC	17-misc parts	04/06/2018	290.04
594 - Curry Auto Center, INC	17-misc parts	04/06/2018	51.10
594 - Curry Auto Center, INC	17-misc parts	04/06/2018	32.84
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	17-#419 led lights	04/06/2018	118.50
51827 - Fire Service, INC	17-#371L door lock	04/06/2018	334.73
4044 - Industrial Hydraulics, INC	17-MISC HYD FITTINGS AND HARDWARE	04/06/2018	4.61
455 - Industrial Service & Supply, INC	17-misc parts	04/06/2018	2.66
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/06/2018	469.82
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/06/2018	74.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/06/2018	105.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/06/2018	801.58
796 - Interstate Battery System of Bloomington, INC	17-batteries	04/06/2018	60.95
11672 - Jack Doheny Companies, INC	17-stk couplings	04/06/2018	129.37
11672 - Jack Doheny Companies, INC	17 - valve	04/06/2018	282.63
4439 - JX Enterprises, INC	17-#4241 terminal sockets	04/06/2018	8.01
4439 - JX Enterprises, INC	17-#4241 terminal sockets	04/06/2018	32.50
394 - Kleindorfer Hardware & Variety	17-misc parts	04/06/2018	3.96
394 - Kleindorfer Hardware & Variety	17-misc parts	04/06/2018	13.99
394 - Kleindorfer Hardware & Variety	17-misc parts	04/06/2018	78.74
6262 - Koenig Equipment, INC	17-#117 brake shoe kit	04/06/2018	92.31
6262 - Koenig Equipment, INC	17-#117 handle	04/06/2018	66.25
6095 - Old Dominion Brush Company, INC	17-#468 sweeper shoes, rubbers and curtains	04/06/2018	565.00
6095 - Old Dominion Brush Company, INC	17-#468 sweeper shoes, rubbers and curtains	04/06/2018	2,218.00
54351 - Sternberg, INC	17-misc parts	04/06/2018	32.20
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #396 center cap and mounting hardware	04/06/2018	57.27



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
4139 - Temco Machinery, INC (Global Emergency Products)	17 - wheel cover	04/06/2018	421.68
4398 - TruckPro Holding Corporation	17-parts return (15937)	04/06/2018	(152.99)
4398 - TruckPro Holding Corporation	17-#335 front pads and rotors	04/06/2018	990.67
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#407 pigtailed and hose	04/06/2018	93.65
816 - Vermeer Of Indiana, INC	17-#472 fuel pump	04/06/2018	89.46
2096 - West Side Tractor Sales Co.	17-#648 oil line and clamps	04/06/2018	180.09
2096 - West Side Tractor Sales Co.	17-#648 oil line and clamps	04/06/2018	44.33
2096 - West Side Tractor Sales Co.	17-#456 filters	04/06/2018	245.10
2096 - West Side Tractor Sales Co.	17-#648 replace rod end bushing	04/06/2018	3.81
2096 - West Side Tractor Sales Co.	17-parts return	04/06/2018	(12.98)
2096 - West Side Tractor Sales Co.	17 - credit for returned parts	04/06/2018	(259.01)
2096 - West Side Tractor Sales Co.	17 - #456 filters	04/06/2018	530.31
2096 - West Side Tractor Sales Co.	17 - Credit for returned parts	04/06/2018	(76.27)
Account 52320 - Motor Vehicle Repair Totals		47	<u>\$10,060.78</u>
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	04/06/2018	8.12
Account 52420 - Other Supplies Totals		1	<u>\$8.12</u>
Account 53160 - Instruction			
50534 - The Automotive Training Group, INC	17 - training call GMC Code diagnostics	04/06/2018	836.00
Account 53160 - Instruction Totals		1	<u>\$836.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 2/12-3/11/18	04/06/2018	40.46
Account 53210 - Telephone Totals		1	<u>\$40.46</u>
Account 53230 - Travel			
1072 - Keith L Sharp	17 - parking reimbursement	04/06/2018	14.00
Account 53230 - Travel Totals		1	<u>\$14.00</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary billing-	04/06/2018	685.24
Account 53510 - Electrical Services Totals		1	<u>\$685.24</u>
Account 53610 - Building Repairs			



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	19-Fleet Maint-repair overhead door	04/06/2018	280.00
	Account 53610 - Building Repairs Totals	1	\$280.00
Account 53620 - Motor Repairs			
51834 - BFS Retail Operations, LLC (Firestone)	17-alignment services	04/06/2018	49.99
51827 - Fire Service, INC	17 - #391 service to repair	04/06/2018	741.56
4474 - Ken's Westside Service & Towing, LLC	17-towing	04/06/2018	225.00
2096 - West Side Tractor Sales Co.	17-#648 replace rod end bushing	04/06/2018	63.50
	Account 53620 - Motor Repairs Totals	4	\$1,080.05
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/06/2018	71.55
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/06/2018	11.04
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/06/2018	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/06/2018	11.04
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$158.94
	Program 170000 - Main Totals	68	\$39,641.33
	Department 17 - Fleet Maintenance Totals	68	\$39,641.33
	Fund 802 - Fleet Maintenance(\$9500) Totals	68	\$39,641.33
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/27/2018	42.98
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-3/27/18	03/28/2018	377.85
17785 - The Howard E. Nyhart Company, INC	12-City URM-3/28/18-J. Gibson	03/28/2018	50.24
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	3	\$471.07
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail-3/27/18	03/28/2018	40.00
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	1	\$40.00
	Program 120000 - Main Totals	4	\$511.07
	Department 12 - Human Resources Totals	4	\$511.07



Board of Public Works Claim Register

Invoice Date Range 03/27/18 - 04/06/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Fund 804 - Insurance Voluntary Trust Totals	4	\$511.07
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016E - 2016 E 7 Sanitation Trucks			
Account 54440 - Motor Equipment			
941 - Central Indiana Truck Equipment Corporation	16-new sanitation trucks-1	04/06/2018	286,384.00
941 - Central Indiana Truck Equipment Corporation	16-new sanitation truck-1	04/06/2018	286,384.00
	Account 54440 - Motor Equipment Totals	2	<u>\$572,768.00</u>
	Program 06016E - 2016 E 7 Sanitation Trucks Totals	2	<u>\$572,768.00</u>
	Department 06 - Controller's Office Totals	2	<u>\$572,768.00</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals	2	<u>\$572,768.00</u>
		277	<u>\$956,425.87</u>



Board of Public Works Claim Register

Invoice Date Range 03/19/18 - 03/19/18

Sp. Utility

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53160 - Instruction										
6325 - Animal Behavior College, INC	64078	01-ABC Dog Obedience/Train Shelter	Paid by EFT # 22179		03/19/2018	03/19/2018	03/19/2018		03/19/2018	3,240.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$3,240.00</u>
Account 53540 - Natural Gas										
222 - Vectren	5250195420030818	01-Natural Gas	Paid by Check # 67529		03/19/2018	03/19/2018	03/19/2018		03/19/2018	1,831.78
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$1,831.78</u>
								Program 010000 - Main Totals	Invoice Transactions 2	<u>\$5,071.78</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 2	<u>\$5,071.78</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 43220 - Facility Rentals										
204 - State Of Indiana	Feb 2018	18-February Sales Tax	Paid by EFT # 21968		03/19/2018	03/19/2018	03/19/2018		03/19/2018	13.93
								Account 43220 - Facility Rentals Totals	Invoice Transactions 1	<u>\$13.93</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	TMPMTR-FEB 2018	19-Temp Meter-Graffiti Team-water/sewer bill-	Paid by Check # 67514		03/19/2018	03/19/2018	03/19/2018		03/19/2018	15.48
208 - City Of Bloomington Utilities	CITYHAL-FEB 2018	19-City Hall-water/sewer bill-February 2018	Paid by Check # 67514		03/19/2018	03/19/2018	03/19/2018		03/19/2018	323.23
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$338.71</u>
								Program 190000 - Main Totals	Invoice Transactions 3	<u>\$352.64</u>
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 3	<u>\$352.64</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 5	<u>\$5,424.42</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3940NKNSR-030818	28-3940 N Kinser Pk-business cable/internet	Paid by Check # 67518		03/19/2018	03/19/2018	03/19/2018		03/19/2018	116.01
4170 - Comcast Cable Communications, INC	3550NKNSR-030318	28-3550 N Kinser Pike-business internet-3/16-	Paid by Check # 67520		03/19/2018	03/19/2018	03/19/2018		03/19/2018	104.85
								Account 53150 - Communications Contract Totals	Invoice Transactions 2	<u>\$220.86</u>
								Program 256000 - Services Totals	Invoice Transactions 2	<u>\$220.86</u>
								Department 25 - Telecommunications Totals	Invoice Transactions 2	<u>\$220.86</u>
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 2	<u>\$220.86</u>
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	STLGHTSUM-30718	20-Street Light Summary Elec. Bill-bill date 3/7/18	Paid by Check # 67522		03/19/2018	03/19/2018	03/19/2018		03/19/2018	34,796.00
223 - Duke Energy	TRFSIGSUM-30918	20-Traffic Signal Summary Elec. Bill-bill	Paid by Check # 67523		03/19/2018	03/19/2018	03/19/2018		03/19/2018	2,738.91
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 2	<u>\$37,534.91</u>
								Program 200000 - Main Totals	Invoice Transactions 2	<u>\$37,534.91</u>
								Department 20 - Street Totals	Invoice Transactions 2	<u>\$37,534.91</u>
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 2	<u>\$37,534.91</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	STREET-FEB 2018	19-Street Dept-water/sewer bill-	Paid by Check # 67514		03/19/2018	03/19/2018	03/19/2018		03/19/2018	150.51
208 - City Of Bloomington Utilities	TRAFFIC-FEB 2018	19-Traffic Bldg-water/sewer bill-	Paid by Check # 67514		03/19/2018	03/19/2018	03/19/2018		03/19/2018	37.06
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	<u>\$187.57</u>
Account 53540 - Natural Gas										
222 - Vectren	2152418247131218	20-Natural Gas Services	Paid by Check # 67529		03/19/2018	03/19/2018	03/19/2018		03/19/2018	449.89
222 - Vectren	2152414143031218	20-Natural Gas Services	Paid by Check # 67529		03/19/2018	03/19/2018	03/19/2018		03/19/2018	290.41
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$740.30</u>
								Program 200000 - Main Totals	Invoice Transactions 4	<u>\$927.87</u>
								Department 20 - Street Totals	Invoice Transactions 4	<u>\$927.87</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 4	<u>\$927.87</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812334979003-18	26-Pkg Garages-phone charges 2/8-3/7/18	Paid by Check # 67512		03/19/2018	03/19/2018	03/19/2018		03/19/2018	386.61
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$386.61</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	MRTNGAR-FEB 2018	19-Morton St Garage-water/sewer bill-	Paid by Check # 67514		03/19/2018	03/19/2018	03/19/2018		03/19/2018	30.64



Board of Public Works Claim Register

Invoice Date Range 03/19/18 - 03/19/18

208 - City Of Bloomington Utilities	4THSTGR-FEB 2018	19-4th St Garage-water/sewer bill-	Paid by Check # 67514	03/19/2018	03/19/2018	03/19/2018	03/19/2018	38.91
				Account 53530 - Water and Sewer Totals		Invoice Transactions 2		\$69.55
				Program 260000 - Main Totals		Invoice Transactions 3		\$456.16
				Department 26 - Parking Totals		Invoice Transactions 3		\$456.16
				Fund 452 - Parking Facilities(S9502) Totals		Invoice Transactions 3		\$456.16
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	SANIT-FEB 2018	19-Sanitation-water/sewer bill-	Paid by Check # 67514	03/19/2018	03/19/2018	03/19/2018	03/19/2018	215.42
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$215.42
Account 53540 - Natural Gas 222 - Vectren								
208 - City Of Bloomington Utilities	02501954410308 18	19-Sanitation Gas Bills	Paid by Check # 67529	03/19/2018	03/19/2018	03/19/2018	03/19/2018	257.38
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$257.38
				Program 160000 - Main Totals		Invoice Transactions 2		\$472.80
				Department 16 - Sanitation Totals		Invoice Transactions 2		\$472.80
				Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 2		\$472.80
Fund 801 - Health Insurance Trust Department 12 - Human Resources Program 120000 - Main Account 53990.1201 - Other Services and Charges Health Insurance								
17785 - The Howard E. Nyhart Company, INC	031718 New Hire	12-Nyhart ER Cont \$923.29	Paid by EFT # 22178	03/19/2018	03/19/2018	03/19/2018	03/19/2018	923.29
				Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 1		\$923.29
				Program 120000 - Main Totals		Invoice Transactions 1		\$923.29
				Department 12 - Human Resources Totals		Invoice Transactions 1		\$923.29
				Fund 801 - Health Insurance Trust Totals		Invoice Transactions 1		\$923.29
Fund 802 - Fleet Maintenance(S9500) Department 17 - Fleet Maintenance Program 170000 - Main Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	10159-002 032718	17 - Monthly water and sewer bills	Paid by Check # 67515	03/19/2018	03/19/2018	03/19/2018	03/19/2018	126.02
				Account 53530 - Water and Sewer Totals		Invoice Transactions 1		\$126.02
Account 53540 - Natural Gas 222 - Vectren								
208 - City Of Bloomington Utilities	40518366603121 8	17 - Monthly gas bills	Paid by Check # 67529	03/19/2018	03/19/2018	03/19/2018	03/19/2018	610.13
				Account 53540 - Natural Gas Totals		Invoice Transactions 1		\$610.13
				Program 170000 - Main Totals		Invoice Transactions 2		\$736.15
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 2		\$736.15
				Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 2		\$736.15
Fund 804 - Insurance Voluntary Trust Department 12 - Human Resources Program 120000 - Main Account 53990.1271 - Other Services and Charges Section 125 - URM - City								
17785 - The Howard E. Nyhart Company, INC	031818Daily	12-y URM 2018	Paid by EFT # 22175	03/19/2018	03/19/2018	03/19/2018	03/19/2018	100.00
17785 - The Howard E. Nyhart Company, INC	031718HR	12-City/Util URM	Paid by EFT # 22176	03/19/2018	03/19/2018	03/19/2018	03/19/2018	157.84
17785 - The Howard E. Nyhart Company, INC	031818HR	12-City/Util URM	Paid by EFT # 22177	03/19/2018	03/19/2018	03/19/2018	03/19/2018	778.58
				Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals		Invoice Transactions 3		\$1,036.42
Account 53990.1281 - Other Services and Charges Section 125 - URM - Util								
17785 - The Howard E. Nyhart Company, INC	031718HR	12-City/Util URM	Paid by EFT # 22176	03/19/2018	03/19/2018	03/19/2018	03/19/2018	10.00
17785 - The Howard E. Nyhart Company, INC	031818HR	12-City/Util URM	Paid by EFT # 22177	03/19/2018	03/19/2018	03/19/2018	03/19/2018	108.88
				Account 53990.1281 - Other Services and Charges Section 125 - URM - Util Totals		Invoice Transactions 2		\$118.88
				Program 120000 - Main Totals		Invoice Transactions 5		\$1,155.30
				Department 12 - Human Resources Totals		Invoice Transactions 5		\$1,155.30
				Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions 5		\$1,155.30
				Grand Totals		Invoice Transactions 26		\$47,851.76

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	3/1/2018	EFT	804	H.S.A. EE	3/1/2018	16,318.67
2	3/1/2018	EFT	801	CIGNA	3/2/2018	37,095.37
3	2/28/2018	EFT	804	FLEX	3/1/2018	1,639.67
4	3/1/2018	EFT	804	FLEX	3/2/2018	494.07
5	3/2/2018	EFT	804	H.S.A. ER	3/2/2018	3,959.87
8	3/2/2018	EFT	801	AIM-IACT	3/5/2018	779,940.92
7	3/2/2018	EFT	804	FLEX	3/5/2018	650.61
8	3/3/2018	EFT	804	FLEX	3/5/2018	430.98
9	3/4/2018	EFT	804	FLEX	3/5/2018	291.46
10	3/5/2018	EFT	804	FLEX	3/8/2018	178.89
11	3/6/2018	EFT	804	FLEX DDC	3/6/2018	192.31
12	3/6/2018	EFT	804	FLEX	3/7/2018	291.00
13	3/7/2018	EFT	804	FLEX	3/9/2018	555.05
14	3/6/2018	EFT	804	FLEX	3/9/2018	772.81
15	3/13/2018	EFT	804	FLEX	3/13/2018	3,902.68
18	3/12/2018	EFT	804	FLEX	3/13/2018	226.25
17	3/10/2018	EFT	804	FLEX	3/13/2018	548.75
18	3/9/2018	EFT	804	FLEX	3/13/2018	619.76
19	3/11/2018	EFT	804	FLEX	3/13/2018	69.37
20	3/13/2018	EFT	804	FLEX	3/14/2018	485.37
21	3/11/2018	EFT	800	Workers Comp	3/14/2018	1,038.40
22	3/14/2018	EFT	804	FLEX	3/15/2018	718.09
27	3/15/2018	EFT	804	H.S.A. EE	3/15/2018	18,567.24
28	3/15/2018	EFT	804	FLEX	3/16/2018	105.00
29	3/18/2018	EFT	804	FLEX	3/19/2018	887.46
28	3/17/2018	EFT	804	FLEX	3/19/2018	167.84
30	3/18/2018	EFT	804	FLEX	3/19/2018	100.00
25	3/17/2018	EFT	804	FLEX	3/19/2018	923.29
24	3/19/2018	EFT	800	Workers Comp	3/21/2018	14,115.22
23	3/21/2018	EFT	804	Gym/Massage	3/21/2018	4,202.00
31	3/14/2018	EFT	800	Workers Comp	3/21/2018	4,882.86
32	3/21/2018	EFT	804	FLEX	3/20/2018	151.00
33	3/17/2018	EFT	804	FLEX	3/19/2018	923.29
34	3/18/2018	EFT	804	FLEX	3/19/2018	887.48
35	3/17/2018	EFT	804	FLEX	3/19/2018	167.84
38	3/18/2018	EFT	804	FLEX	3/19/2018	100.00
37	3/19/2018	EFT	804	FLEX	3/20/2018	95.19
38	3/20/2018	EFT	804	FLEX	3/21/2018	86.30
39	3/21/2018	EFT	804	FLEX	3/22/2018	411.51
40	3/22/2018	EFT	804	FLEX	3/23/2018	383.89
41	3/23/2018	EFT	804	FLEX	3/26/2018	290.66
42	3/24/2018	EFT	804	FLEX	3/26/2018	758.94
43	3/25/2018	EFT	804	FLEX	3/28/2018	73.31
44	3/26/2018	EFT	804	FLEX	3/28/2018	42.98
45	3/23/2018	EFT	800	Workers Comp	3/28/2018	1,038.40
46	3/28/2018	EFT	804	FLEX	3/28/2018	50.24
47	3/27/2018	EFT	804	FLEX	3/28/2018	417.85
48	3/28/2018	EFT	804	FLEX	3/29/2018	676.99
49	3/29/2018	EFT	801	CIGNA	3/29/2018	40,296.57
50	3/29/2018	EFT	804	FLEX	3/29/2018	16,469.24
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						955,670.72

ALLOWANCE OF CLAIMS

\$ 955,670.72

Dated this _____ day of _____ year of 20_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____

REGISTER OF SPECIAL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
4/6/2018	Claims				956,425.87
3/19/2018	Sp Utility Cks Woodlawn Ave				47,851.76
3/29/2018	Month Of March HSA/WorkComp/MT & Gym/CIGNA				955,670.72
					<u>1,959,948.35</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,959,948.35

Dated this _____ day of _____ year of 20_____.

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____