# **Board of Public Works Meeting**

# April 17, 2018



#### **REVISED AGENDA BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, April 17, 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. <u>PETITIONS & REMONSTRANCES</u>

## III. <u>CONSENT AGENDA</u>

- 1. Approval of Minutes April 3, 2018
- 2. Resolution 2018-30: Use of City Streets for Hoosiers Outrun Cancer 5K Run (Saturday, 9/29)
- 3. Resolution 2018-31: Authorization to Use Public Right of Way for IU Street-Crossing Study for 2018
- 4. Resolution 2018-32: Allow Mobile Vendor to Renew License to Operate in Public Rightof-Way (Great White Smoke)
- 5. Approve Title 6 Abatement Contract with 4 U Lawn & Landscape, LLC
- 6. Approval of Payroll

## IV. <u>NEW BUSINESS</u>

- **1.** Request from CBU for Lane Restrictions and Temporary Closures at W. Grimes Ln. and S. Walnut St. for the Sewer Interceptor Project
- 2. Resolution 2018-34: Uphold Order to Remove Unsafe Structure at 1711 W. Gray St.
- **3.** Approve Memorandum of Understanding with HHI Yellow Cab for Temporary Encroachment into the Public Right-of-Way During Construction at 217 W. 6<sup>th</sup> St.
- 4. Resolution 2018-33: Request to Encroach into the Public Right-of-Way for the Installation of Bike Racks for the Bike Share Program and Maintenance Agreement
- 5. Approve Asset Management Web Interface Software Upgrade Agreement with Lucity

## V. STAFF REPORTS & OTHER BUSINESS

## VI. <u>APPROVAL OF CLAIMS</u>

## VII. <u>ADJOURNMENT</u>

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

The Board of Public Works meeting was held on Tuesday, April 3, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

Present:	Kyla Cox Deckard
	Dana Palazzo

Chris Wheeler – City Legal City Staff: Adam Wason – Public Works Tammy Brown – Sanitation Kenneth Liford – Housing & Neighborhood Development Norman Mosier – Housing & Neighborhood Development Elizabeth Carter – Planning & Transportation Phil Peden - City of Bloomington Utilities Andrew Cibor – Planning & Transportation Sean Starowitz – Economic & Sustainable Development Dan Backler – Planning & Transportation Ryan Daily – Parking Garage Operations Virgil Sauder – Animal Care & Control Jackie Moore – City Legal Christina Smith – Public Works Valerie Hosea – Public Works

Cox Deckard thanked Kelly Boatman, the former Board vice-president, for her service.

None

Chris Wheeler, with City Legal, presented the Appeal of Trash Citation #39683 at 104 E. Kirkwood Ave. See meeting packet for further details.

Allison St. Pierre, the appellant, claims that she was not informed of the appeal hearing date by City Legal. St. Pierre explained that she was out of town on the date the violation was issued. She believed the trash from that can would've been removed before the citation was issued to her.

## REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

## ROLL CALL

## MESSAGES FROM BOARD MEMBERS

## <u>PETITIONS &</u> <u>REMONSTRANCES</u>

## <u>TITLE VI</u> <u>ENFORCEMENT</u>

Appeal of Trash Citation #39683 at 104 E. Kirkwood Ave. their trash.

St. Pierre said they use the compacting dumpster behind the building in City Lot #3.

Palazzo asked how often trash is removed from that location.

Tammy Brown, with the Sanitation Department, explained trash is picked up every day. She said she had picked up items that belong to St. Pierre on at least 2-3 other occasions.

Cox Deckard asked if it's possible to issue a warning.

Wheeler said it is at the discretion of the issuing officer.

Doris Sims, with Housing & Neighborhood Development, said she instructed the compliance officers to issue citations instead of warnings for this violation.

Seth Lahn, with Indiana University, said he believed it was unfair that evidence was introduced against St. Pierre without her having prior knowledge of its existence.

Cox Deckard commented what would be the incentive for a resident to dispose of their trash in the downtown container.

Adam Wason, with Public Works, explained staff was not targeting St. Pierre. He added that there have been issues with residents of that building using the City trash receptacle when their trash compactor is down. He said this is a problem throughout the Downtown area.

Palazzo asked St. Pierre if she did put her trash in the City trash receptacle.

St. Pierre said she did not. She explained the residents put their trast in the compactor.

Palazzo asked if there is any requirement for City Legal to provide their evidence to the appellants.

Wheeler said there is not.

Palazzo made a motion to deny the Appeal and to Uphold Trash Citation #39683 at 104 E. Kirkwood Ave. Cox Deckard seconded. The motion passed. Appeal denied. Chris Wheeler, with City Legal, presented the Appeal of Trash Citation #39671 at 1207 N. Dunn St. See meeting packet for further details.

Wheeler clarified an error in the staff report. He stated that Mike Arnold was the issuing officer.

The appellant was not present.

Palazzo made a motion to deny the Appeal and to Uphold Trash Citation #39671 at 1207 N. Dunn St. Cox Deckard seconded. The motion passed. Appeal denied.

Norman Mosier, with Housing & Neighborhood Development, presented the request for Permission to Abate 225 N. Smith Rd. See meeting packet for further details.

Wason added that this had been an ongoing issue.

Palazzo made a motion to approve the request for Permission to Abate 225 N. Smith Rd. Cox Deckard seconded. The motion passed. Abatement approved.

- 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 for 3/30/18 in the amount of \$397,480.70

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

Elizabeth Carter, with Planning & Transportation, presented Temporary Lane Restrictions and Closures on Walnut St. & Grimes Ln. Intersection. See meeting packet for further details.

Wason explained staff is asking for a further deferral as they are still coordinating costs and scheduling of the project.

Appeal of Trash Citation #39671 at 1207 N. Dunn St.

Permission to Abate 225 N. Smith Rd.

## CONSENT AGENDA

## NEW BUSINESS

Temporary Lane Restrictions and Temporarily Closures on Walnut St. & Grimes Ln. Intersection Phil Peden, with City of Bloomington Utilities, added that Bloomington Transit (BT) and MCCSC have been included in the coordinated efforts. MCCSC has about 2,500 students that will be impacted by the closure.

Palazzo added that this impact would only occur if the closure extended into the school year.

Cox Deckard asked which BT stop would remain.

Peden said it is the Walnut & Dixie stop. It is a current stop that is on both sides of the road. BT staff would prefer to not stop in an area that is down to one-lane for 3-4 minutes. He said he has met with Perry Township staff and agreed to provide residents with transportation information.

Cox Deckard submitted a list of questions to staff prior to the meeting. These questions and answers will be added to the next meeting packet.

Palazzo asked if the costs of delaying this project and sanitary overflows will be presented at the next meeting.

Peden confirmed. He added that there was an overflow today.

Wason added that staff is aware of the various transportation stress points due to all of the closures occurring this year, especially on the south side of town. The City is trying to plan these closures to have as minimal of an impact as possible.

Cox Deckard asked if staff plans to have this ready for a vote by the next meeting, on April 17<sup>th</sup>.

Wason confirmed. He explained the costs that are up for discussion are shared costs between the City, the County, and INDOT.

Cox Deckard asked if alert signage would be placed in advance of reaching the area that is closed.

Peden confirmed.

Wason explained staff is considering various options and adjustments, to include: traffic signal timing, having police officers direct traffic, and adjusting work hours to lessen the amount of traffic utilizing those areas during peak times.

The Board opened the floor for public comment.

Dan Combs, with Perry Township Trustees, supported moving the bus stop out of the construction area altogether. He suggested putting in two temporary rest benches between the BT stop at Walnut & Dixie stop. Perry Township will build one if the City does the other.

Ted Najam, a local property owner, asked why both streets must be impacted at the same time. He suggested having 6 day work weeks instead of 5 to expedite the process. He suggested having law enforcement officers or flaggers in place to override traffic signals as necessary.

Peden explained the sewer line runs parallel to Walnut St. Excavation will have to include both streets. Entrances to businesses will remain accessible. Traffic signals will become a flashing signal at the Grimes & Walnut intersection.

Lahn expressed his support of Combs comments.

Kyle Fulford, a resident, asked that the project be delayed until next year as there are already so many street closures at this time.

Andrew Cibor, with Planning & Transportation, presented the Trades District Plat. See meeting packet for further details.

Palazzo made a motion to approve the Trades District Plat. Palazzo seconded. The motion passed. Plat approved.

Sean Starowitz, with Economic & Sustainable Development, presented Resolution 2018-26: Use of City Streets for WIUX Culture Shock Concert (Saturday, 4/14). See meeting packet for further details.

Amanda Martinez & Michael Higgins, with WIUX, gave a brief description of the event.

Palazzo made a motion to approve Resolution 2018-26: Use of City Streets for WIUX Culture Shock Concert (Saturday, 4/14). Cox Deckard seconded. The motion passed. Resolution 2018-26 approved.

Starowitz presented the Use of City Streets for Bicentennial Street Fair (Sunday, 4/29). See meeting packet for further details.

Leslie Brinson, with Parks & Recreation, gave a summary of the event's layout (illustrated in the meeting packet). Palazzo asked if there was any response from surrounding businesses. Approve Trades District Plat

Resolution 2018-26: Use of City Streets for WIUX Culture Shock Concert (Saturday, 4/14)

Use of City Streets for Bicentennial Street Fair (Sunday, 4/29) Wason explained any issues have been resolved.

Palazzo made a motion to approve the Use of City Streets for Bicentennial Street Fair (Sunday, 4/29). Cox Deckard seconded. The motion passed. Use of City Streets approved.

Dan Backler presented Resolution 2018-29: Request to Encroach in the Public Right-of-Way at 217 W. 6th St. for Construction. See meeting packet for further details.

Palazzo made a motion to approve Resolution 2018-29: Request to Encroach in the Public Right-of-Way at 217 W. 6th St. for Construction. Cox Deckard seconded. The motion passed. Resolution 2018-29 approved.

Backler presented Resolution 2018-28: Request to Encroach in the Public Right-of-Way with Monitoring Wells at 217 W. 6th St. See meeting packet for further details.

Palazzo made a motion to approve Resolution 2018-28: Request to Encroach in the Public Right-of-Way with Monitoring Wells at 217 W. 6th St. Cox Deckard seconded. The motion passed. Resolution 2018-28 approved.

Joe VanDeventer, with the Street Department, presented the request to Award Concrete Materials Contract to Irving Materials, Inc. See meeting packet for further details.

Palazzo made a motion to approve the request to Award Concrete Materials Contract to Irving Materials, Inc. Cox Deckard seconded. The motion passed. Contract approved.

VanDeventer presented the request to Award Concrete Services Contract to Groomer Construction. See meeting packet for further details.

Palazzo made a motion to approve the request to Award Concrete Services Contract to Groomer Construction. Cox Deckard seconded. The motion passed. Contract approved.

VanDeventer presented request to Award the Asphalt Provider Contracts. See meeting packet for further details.

Palazzo made a motion to approve the request to Award the Asphalt Provider Contracts. Cox Deckard seconded. The motion passed. Contract approved.

Cox Deckard thanked VanDeventer and Street Department crews for their work during the winter weather events.

BPW 4-3-18

Resolution 2018-29: Request to Encroach in the Public Right-of-Way at 217 W. 6<sup>th</sup> St. for Construction

Resolution 2018-28: Request to Encroach in the Public Right-of-Way with Monitoring Wells at 217 W. 6<sup>th</sup> St.

Award Concrete Materials Contract to Irving Materials, Inc.

Award Concrete Services Contract to Groomer Construction

Award Asphalt Provider Contracts James Boruff, with Facilities Maintenance & Operations, presented the request to Award City Hall Parking Asphalt Repairs & Seal Coating Contract to Groomer Construction. See meeting packet for further details.

Palazzo made a motion to approve the request to Award City Hall Parking Asphalt Repairs & Seal Coating Contract to Groomer Construction. Cox Deckard seconded. The motion passed. Contract approved.

Boruff presented Change Order #5 with Neidigh for Animal Shelter Renovation Project. See meeting packet for further details.

Palazzo made a motion to approve Change Order #5 with Neidigh for Animal Shelter Renovation Project. Cox Deckard seconded. The motion passed. Change order approved.

Wason provided the following announcements:

- 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 is working hard to stay ahead of the pothole occurrences during this extreme season.
- Seating & Merchandising: The following businesses will receive an outdoor seating and merchandising permit: Bloomingfoods, (316 W. 6<sup>th</sup> St.), The Owlery (118 W. 6<sup>th</sup> St.), and Social Cantina (125 N. College Ave.)
- Sanitation Modernization: Staff is continuing to negotiate the costs incurred regarding the sanitation trucks.

Palazzo moved to approve the Claims Register 3/19/18 to 4/6/18 in the amount of \$1,959,948.35. Boatman seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:58 p.m.

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

BPW 4-3-18

Award City Hall Parking Asphalt Repairs & Seal Coating Contract to Groomer Construction

Approve Change Order #5 with Neidigh for Animal Shelter Renovation Project

## STAFF REPORTS & OTHER BUSINESS

## APPROVAL OF CLAIMS

## ADJOURNMENT

Date:

Attest to:



# Board of Public Works Staff Report

Project/Event:	ent: Hoosiers Outrun Cancer		
Petitioner/Represent	tative: INTIMECO Productions/Bill Bartley		
Staff Representative: Sean Starowitz			
Meeting Date:	April 17, 2018		

The 19<sup>th</sup> Hoosiers Outrun Cancer is scheduled for Saturday, September 29, 2018 and is a benefit for the IU Health Olcott Center and Bloomington Hospital Foundation. Most of the route is on the Indiana University campus in the area of Memorial Stadium, but there are some City streets utilized. Petitioners also request a noise permit for live music and race announcements. The race/walk starts at 10 am and concludes at 11:30 am. The Memorial Stadium is the staging area and the activities take place on the stadium's west side where the events start and finish.

Organizers expect at least 5,000 participants in 2018. IUPD handles the traffic control for the event. BPD has approved of this route, and there is no need for an additional Parade Permit.

#### Staff recommends approval of the request.

### BOARD OF PUBLIC WORKS RESOLUTION 2018-30

## HOOSIERS OUTRUN CANCER 5K RUN

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

WHEREAS, Hoosiers Outrun Cancer has requested use of city streets to conduct a one (1) mile walk or run and a 5K Run; and

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

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

- 1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized to conduct the Bloomington Hospital Foundation Hoosiers Outrun Cancer between the hours of 9:00 am and 11:30 am, on Saturday, September 29, 2018: E. 17<sup>th</sup> Street, N. Indiana Avenue, E. 13<sup>th</sup> Street, E. Cottage Grove, E. 11<sup>th</sup> Street, N. Walnut Grove, N. Fee Lane, E. Law, N. Jordan, N. Dunn Street and N. Woodlawn Avenue.
- 3. The street closures outlined above are for the purposes of allowing Hoosiers Outrun Cancer to provide a fitness event of high quality that is mutually beneficial to participants and the community on Saturday, September 29, 2018.
- 4. Hoosiers Outrun Cancer shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Hoosiers Outrun Cancer agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Hoosiers Outrun Cancer agrees to close the streets not before 9 am on Saturday, September 29, 2018 and to remove barricades and signage by 11:30 am on Saturday, September 29, 2018.
- 5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 11:30 am on Saturday, September 29, 2018.
- 6. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

- 7. Hoosiers Outrun Cancer 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, Hoosiers Outrun Cancer, 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:	HOOSIERS OUTRUN CANCER	
Kyla Cox Deckard	Signature	
Dana Palazzo	Printed Name	
Beth H. Hollingsworth	Position	
Date	Date	

**RESOLUTION 2018-30** 



# 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:	Bill Bartley		
Contact Phone:	317-340-7506 Mobile Phone: 317-340-7506		
Title/Position:	Race Director		
Organization:	INTIMECO Production for Hoosiers Outrun Cancer		
Address:	211 Pamela Parkway		
City, State, Zip:	Brownsburg, IN 46112		
Contact E-Mail Address:	bill@intimeco.com		
Organization E-Mail and URL:	www.hoosiersoutruncancer.org		
Org Phone No:	317-340-7506 Fax No: None		

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

Organization Name:	Bloomington Health Foundation – Lauren Dexter		
Address:	405 N Rogers Street		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	ldexter@bloomhf.org		
Phone Number:	812-353-5873	Mobile Phone:	
Organization Name:	IU Health Olcott Center		
Address:	619 West First Street		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:			
Phone Number:	812.353.5669	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:	September 29, 2018		
Time of Event:	Date: 9/29/18 Start: 10:00am	Date: 9/29/18 End: 11:30am	
Setup/Teardown time Needed	Date: 9/29/18 Start: 9:00am	Date: 9/29/18 End: 11:30am	
Calendar Day of Week:	Saturday		
Description of Event:	Hoosiers Outrun Cancer 5K Run/Walk		
Expected Number of Participants:	5000	Expected # of vehicles (Use of Parking Spaces to close): 0	

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

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

<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Dot applicable
Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
Secured a Parade Permit from Bloomington Police Department 📮 Not applicable
Noise Permit application 📮 Not applicable
Waste and Recycling Plan if more than 100 participates (template attached)

# 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 • 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 utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilizeImage: the intersection of the intersection of the intersection of the intersection is t	
Board of Public Works (Example attached)         Using a City park or trail? Parks & Recreation Department Approved Special Use Permit         A properly executed Maintenance of Traffic Plan         *Determine if No Parking Signs will be required         * Determine if No Parking Signs will be required         Noise Permit application         Noise Permit application         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.         If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)	<ul> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging</li> </ul>
<ul> <li>A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required</li> <li>Noise Permit application I Not applicable</li> <li>Beer &amp; Wine Permit I Not applicable</li> <li>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.</li> <li>If Food Vendors are part of Festival (Monroe County Health Department Licenses &amp; Fire Inspection)</li> </ul>	
<ul> <li>*Determine if No Parking Signs will be required * Determine if Barricades will be required</li> <li>Noise Permit application Not applicable</li> <li>Beer &amp; Wine Permit Not applicable</li> <li>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.</li> <li>If Food Vendors are part of Festival (Monroe County Health Department Licenses &amp; Fire Inspection)</li> </ul>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit 🛛 Not applicable
Beer & Wine Permit       Not applicable         Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.         Image: The part of Festival (Monroe County Health Department Licenses & Fire Inspection)	
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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.         Image: If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)	Beer & Wine Permit   Not applicable
	less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE</b> : To Public Works no
Waste and Recycling Plan if more than 100 participates (template attached)	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
<ul> <li>Complete application with attachment</li> <li>Detailed Map</li> <li>Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li>Maintenance of Traffic Plan</li> <li>Noise Permit Application (if applicable)</li> <li>Certificate of Liability Insurance</li> <li>Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li>Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li>Waste and Recycling Plan (if applicable)</li> </ul>
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 I	Bloomington	Use Only
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Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



## **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:						Start:	
Calendar Day of We	ek:				Time of Event:	End:	
Description of Even	t:				1		
			<b>—</b>		7	Will Noise be Amplified?	
Source of Noise:		Live Band	Instrument		Loudspeaker	□Yes □No	
Is this a Charity Event?		□Yes □No	If Yes, to Benefit	t:			
Applicant Inform	matio	on					
Name:							
Organization:					Title:		
Physical Address:							
Email Address:				Phone Number:			
Signature:					Date:		
FOR CITY OF BLOOMINGTON USE ONLY							
In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City							
Noise Ordinance			oned event.				
BOARD OF PUBLI		JKKS					

 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 <u>Downtown</u> <u>Bloomington, Inc.</u>

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

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

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

**Collection and hauling system**: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, preevent 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.



## The HOC 5K course details below outline the route, traffic control,

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
START LINE - White lot go South to Gate 6th at 17th street	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
START LINE - following cyclist (Sweeper)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Traffic Control officers - IUPD
IU Athletics GATE 6 and 17th street intersection - go West (right turn)	Directional Volunteers
17th street and N. Indiana Avenue intersection - go South (left turn)	Traffic Control officers - IUPD
18th street and N. Indiana Avenue intersection - go South (left turn)	Directional Volunteers
N. Indiana Ave and E. 13th Street intersection - continue South	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Traffic Control officers - IUPD
N. Indiana Ave and E. Cottage Grove Ave. (1 way West) intersection - go East (left turn)	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #1 - monitor fire station	Directional Volunteers
E. Cottage Grove Ave. at N Woodlawn Ave. intersection - go North (left turn) #2 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at 11th street intersection - continue North - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside - continue North - #1 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Southside- continue North - #2 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #3 - monitor fire station	Directional Volunteers
N. Woodlawn Avenue at RR crossing intersection Northside - continue North - #4 - monitor fire station	Directional Volunteers
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Traffic Control officers - IUPD
N Woodlawn Ave. at E. 13th Street intersection - go East (right turn) - monitor fire station	Directional Volunteers
Water station 1 - E. 13th Street just past N. Woodlawn Ave. intersection	Water / AID STATION
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Traffic Control officers - IUPD
E. 13th Street at N. Fee Lane intersection - go South (right turn)	Directional Volunteers
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Traffic Control officers - IUPD
N. Fee Lane at E. Law Lane intersection - go East (left turn)	Directional Volunteers
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Traffic Control officers - IUPD
E. Law Lane at N. Jordan Ave. intersection - go North (left turn)	Directional Volunteers
Water station 2 - N. Jordan Ave. just past E. Lingelbach Lane intersection - Right hand side of street	Water / AID STATION

## cont'

The HOC 5K course details below outline the route, traffic control,

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
N. Jordan Ave. at E. 17th Street intersection - go East (right turn)	Traffic Control officers - IUPD
E. 17th Street at N. Jordan Ave. (extension) intersection - go North (left turn) - ALLOW NO MOTOR TRAFFIC ONTO JORDAN EXT.	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about Alpha Omicron Pi (1415 N. Jordan) and Delta Zeta (1423 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at about TKE (1640 N. Jordan) to slow exiting motorist	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West	Traffic Control officers - IUPD
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #1	Directional Volunteers
N. Jordan Ave. (extension) at Fee Lane intersection - continue West - #2	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #1	Directional Volunteers
North Jordan at Woodlawn intersection (SE corner of Purple lot) - continue West - #2	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #1	Directional Volunteers
North Jordan at Indiana intersection (Gate 10 MAIN entrance road) - go South (left turn) - #2	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION

## The HOC 1 Mile course details below outline the route, traffic control,

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
Purple lot at Gate 9 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Puple LOT is full or 9:50 whichever comes first	Traffic Control officers - IUPD
Purple lot at Gate 10 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate when the Puple LOT is full or 9:50 whichever comes first	Traffic Control officers - IUPD
Purple lot at Gate 11 MUST BE CLOSED TO AUTO TRAFFIC BOTH DIRECTIONS FOR THE 1 MILE EVENT	closed from 9:50am to 10:50
IUPD will provide traffic control starting at 8:00am and CLOSE this gate at no later than 9:50am	Traffic Control officers - IUPD
Dunn Street will be closed to ALL motor traffic from 9:55am until all 1 Mile participants have entered the Purple lot at Gate 9	closed from 9:55a to 10:25a
	Traffic Control officers - IUPD
START LINE - White lot go South to BUS Parking on southside of the stadium	Committee
START LINE - lead cyclist	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - BLOCKING Westbound 17th street traffic	Traffic Control officers - IUPD
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
EXIT Stadium parking (White LOT) at GATE 6 - turn WEST on to 17th street - go West (turn right)	Directional Volunteers
17th street and Dunn Street intersection - BLOCKING Northbound Dunn and Eastbound 17th	Traffic Control officers - IUPD
at the discretion of IUPD a portion of Dunn Street may be open at 17th to allow motor traffic into and out of the convenience store	
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
17th street and Dunn Street intersection - turn NORTH onto Dunn Street - go NORTH (turn right)	Directional Volunteers
Dunn Street/Convenience store parking lot entrance/exit - Dunn Street is CLOSED - NO Northbound motor traffic	Directional Volunteers
Dunn Street/Apartment parking lot entrance/exit - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/18th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/19th street intersection - GATE 8 is closed - Dunn Street is CLOSED to all motor traffic	Traffic Control officers - IUPD
Dunn Street/19th street intersection - GATE 8 is closed - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/20th street intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Varsity Lane intersection - Dunn Street is CLOSED to all motor traffic	Directional Volunteers
Dunn Street/Apartment parking lot entrance/exit - Dunn Street is CLOSED to all motor traffic	Directional Volunteers

## continued

The HOC 1 Mile course details below outline the route, traffic control,

Traffic Control officers - IUPD	
Directional Volunteers	
Water / AID STATION	
Street and Intersection	
17th street and GATE 9 intersection - turn East into the PURPLE lot - BLOCKING Southbound Dunn Street	Traffic Control officers - IUPD
There is already an officer at this location to direct earlier traffic and secure GATE 9 - can be the same unit if desired	
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
17th street and GATE 9 intersection - turn East into the PURPLE lot - go EAST (turn right)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Enter PURPLE lot at GATE 9 and follow the perimeter road - turn North onto the perimeter road - go NORTH (turn left)	Directional Volunteers
Follow the perimeter road through the BEND to the NORTHWEST corner of the PURPLE lot - continue North (go straight)	Directional Volunteers
Continue on the perimeter road to the NORTHWEST corner of the PURPLE lot - turn East on the perimeter road - (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
At the Purple lot Gate 10 entrance (Indiana Ave) - turn South on Indiana - go SOUTH (turn right)	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Jordan/Woodlawn intersection - closed to Jordan Westbound thru traffic 9:50am-10:50am	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
In the PURPLE lot at the Indiana/Jordan intersection - continue South to FINISH Line - continue SOUTH (straight ahead)	Directional Volunteers
FINISH LINE	INTIMECO Productions
FINISH LINE	Committee
FINISH LINE	Water / AID STATION



# Board of Public Works Staff Report

Project/Event: Authorization to Use Public Right of Way for Street-Crossing Study

Petitioner/Representative: IU School of Optometry

Staff Representative: Christina Smith

Meeting Date: April 17, 2018

Dr. Shirin Hassan, Assistant Professor at the Indiana University School of Optometry, is requesting permission to conduct a study titled "Street-Crossing Decision Making in Low Vision" within the public right of way to evaluate street-crossing decision-making performance of normally sighted and visually impaired people for 2018.

The School of Optometry is seeking permission to position equipment and research staff on either the median strip or by the tree plots/grassed areas at the following locations:

- 1. Along South Sare Road just south of East Olson Drive
- 2. Along South Sare Road just south of South Claybridge Drive
- 3. Along High, Winslow, and Rogers Roundabout

The study will require subjects to make approximately two hundred crossing decisions; however, subjects will not actually cross the road during the entire duration of the study. Testing is expected to occur upon approval from the Board until December 31, 2018, between the hours of 7:30 a.m. to 5:30 p.m. with each test session taking approximately three hours. All test subjects and IU staff members will be wearing safety vests at all times while in the public right of way.

This study should not interfere with vehicular or pedestrian traffic in any way; therefore, staff recommends approval of petitioner's request.

## Recommend ☐ Approval ☐ Denial by Christina Smith

#### BOARD OF PUBLIC WORKS RESOLUTION 2018-31

#### INDIANA UNIVERSITY STREET-CROSSING DECISION MAKING IN LOW VISION, 2018 RENEWAL

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

WHEREAS, on June 4, 2013, the Board of Public Works adopted Resolution 2013-46 which allowed the Indiana University School of Optometry to conduct a study titled "Street-Crossing Decision Making in Low Vision" to evaluate the street-crossing decision making performance of normally sighted and visually impaired people; and

WHEREAS, the requested study was to occur beginning on June 4, 2013, and ending on June 30, 2017; and

WHEREAS, the Indiana University School of Optometry has received approval from the Indiana University Office of Research Compliance to continue this study for another year, with a Study Expiration Date of January 18, 2019; and

WHEREAS, for this renewal, the School of Optometry is requesting permission from the City of Bloomington to conduct their research at two (2) locations along Sare Road between Rogers Road and Rhorer Road and at the roundabout at the intersection of S. High Street and E. Winslow Road; and

WHEREAS, the Indiana University School of Optometry agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims which arose from said Study, and an identical copy of that Release, Hold Harmless and Indemnification Agreement is attached hereto and made a part of this 2018 renewal of the Study; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Indiana University School of Optometry, hereinafter "The University" may conduct a Street-Crossing Decision Making in Low Vision Study along Sare Road between Rogers Road and Rhorer Road and at the roundabout at the intersection of S. High Street and E. Winslow Road beginning upon approval of this Resolution and ending on January 28, 2019, under the following provisions:

1. By granting permission to utilize City property to facilitate this study, the Board of Public Works Agrees that two (2) or three (3) sets of laser sensors may be positioned on both sides of the road in three (3) locations, either by the tree

plots/grassed area along Sare Road (two separate locations) or at the median strip of the roundabout (the third location).

- 2. The study will require subjects to make approximately two hundred (200) crossing decisions; however, subjects will not actually cross the road during the entire duration of the study.
- 3. Subject testing is expected to occur until December 31, 2018, between the hours of 7:30 a.m. to 5:30 p.m., with each test session taking approximately three (3) hours.
- 4. Researchers will need to cross the roads in order to set up the laser sensor units. Otherwise, the sensors, researchers and participating subjects will not inconvenience passerby drivers or pedestrians.
- 5. While the City understands that the study may slow down curious drivers, the University agrees that researchers, study participants, and equipment will not interfere with vehicular or pedestrian traffic at the study locations identified herein.
- 6. \_\_\_\_\_\_, by signing this Resolution, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY SCHOOL OF OPTOMETRY

Kyla Cox Deckard, President

Signature

Dana Palazzo

Printed Name and Title

Beth H. Hollingsworth

Date

#### RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the Indiana University School of Optometry, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically at: (i) two (2) different locations on South Sare Road between East Rogers Road and East Rhorer Road; and (ii) at the Roundabout located at the intersection of South High Street and East Winslow Road, which are operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of conducting a Street-Crossing Decision Making in Low Vision Study, on RELEASEE'S property for a period ending on January 18, 2019; and

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

WHEREAS, the RELEASOR seeks permission by the City of Bloomington Board of Public Works to use the described property and agrees to execute this Release, hold Harmless and Indemnification Agreement; and

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility and to acquire related and professionally determined insurance coverage as to the described use of the facilities and public property and therefore hold RELEASEE defended, harmless, and indemnified regarding the RELEASOR'S and public's use of the facilities and premises and any claims arising from and regarding RELEASOR'S alleged acts or omissions creating a legal liability for damages as to RELEASOR or as to RELEASEE.

THEREFORE, in consideration for the permission hereby granted use of the property of RELEASEE for said event and the above recitals incorporated as terms of this agreement, the RELEASOR by its undersigned agent, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume responsibility for bodily and personal injuries and expenses, 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 direct result of RELEASOR'S negligent act or acts or failure to act or that of RELEASOR'S employees or agents is using RELEASEE'S property as described above, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of the RELEASOR'S negligence in using RELEASEE'S property for said event, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

The parties intending to be bound hereby, have executed this RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT.

#### RELEASOR

#### RELEASEE

Indiana University, School of Optometry

**Board of Public Works** 

Signature

Printed Name and Title

Kyla Cox Deckard, President

Date

Date



SCHOOL OF OPTOMETRY

March 26, 2018

Christina Smith City of Bloomington, Public Works Department PO Box 100 Bloomington, IN 47402

Dear Christina,

I am again seeking the Board of Public Works' permission for the 2018 calendar year to undertake a research study titled *Street-Crossing Decision Making in Low Vision* at two locations along Sare Road between Rogers and Rhorer Roads and at the roundabout at the intersection of S. High Street and E. Winslow Road in Bloomington, Indiana.

Subject testing is expected to run from April 7, 2018 to December 31, 2018 between the hours of 7:15 am to 5:30 pm on week days. Each test session will take approximately three hours in duration and we anticipate running one to three test sessions per day.

#### **Purpose of Study:**

The purpose of my research is to understand how accurate normally sighted, visually impaired and normally sighted people simulated with visual impairment are at making safe street-crossing decisions. Our plans for the coming year are to continue collecting vision, cognitive and street-crossing decision-making data in young and older pedestrians in order to better understand the relationship between age, vision, cognition and the ability to make appropriate street-crossing decisions. We shall also pilot test our upgraded "street-crossing" computer software. The findings of this research will lead to the development of training programs, mobility devices and environmental changes designed to assist elderly and visually impaired pedestrians cross a street safely.

#### **Study Procedures:**

The research experiments will involve positioning two or three sets of laser sensors on both sides of the road in three locations, either by the tree plots/grassed area along Sare Road (two separate locations) or at the median strip by the roundabout (the third location).

Subjects participating in the research experiments will either be normally sighted, visually impaired or normally sighted subjects wearing glasses and/or contact lenses that simulate vision loss. The task of participating subjects will be to judge whether he/she will be able to cross the street considering the given distance and speed of the approaching vehicles. The study will require subjects to make approximately 200 crossing decisions. Subjects will *not* actually cross the road during the entire duration of the study. Subjects' crossing times will be measured at the start of the study by asking them to walk between two sets of traffic cones setup along nearby sidewalks. The distance between the two sets of cones will be removed from the sidewalk.

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Christina Smith City of Bloomington, Public Works Department

#### Impact on Community:

The researchers will need to cross the roads in order to set up the laser sensor units. Otherwise, the sensors, researchers, and participating subjects will not inconvenience passerby drivers or pedestrians. Research team members and subjects will at no time signal any passing vehicles or pedestrians. However drivers and pedestrians, out of curiosity, may decrease their speed and/or stop to observe the study.

All studies have the full support and approval of the Indiana University's Institutional Review Board (IRB). A copy of the IRB's approval letter is attached.

A copy of the University's Certificate of Liability of Insurance and maps of the test locations are also attached.

It would be appreciated if you could include my request for the continuation of my study in 2018 on the agenda of any March or early April Board meeting as it will ensure that my research is able to progress without delay.

Please contact me on (812) 855 9405 or email me at: <u>shhassan@indiana.edu</u> if you have any questions.

Thank you for your time. I look forward to your reply.

Kind regards,

Ah. Ha

Shirin E. Hassan BAppSc(Optom), PhD, FAAO Associate Professor Low Vision Optometrist Director of the Non-Thesis Master's Program



## **INDIANA UNIVERSITY**

OFFICE OF THE VICE PRESIDENT FOR RESEARCH Office of Research Compliance

To: SHIRIN ELGIN HASSAN OPTOMETRY

From:

to C Jame

Chair - IRB-04 Human Subjects Office Office of Research Compliance – Indiana University

Date: March 02, 2018

#### **RE:** NOTICE OF EXPEDITED APPROVAL - AMENDMENT

Protocol Title: Street-Crossing Decision-Making in Low Vision

Study #: 1204008588A024

NATIONAL INSTITUTES OF HEALTH 054558-00004B 058519-00004B 058519-00005B 058519-00006B

Review Level: Expedited

Funding Agency/Sponsor:

Study Approval Date: March 02, 2018

Study Expiration Date: January 18, 2019

The Indiana University Institutional Review Board (IRB) IRB00000219 | IRB-04 recently reviewed the amendment associated with the above-referenced protocol In compliance with (as applicable) 21 C.F.R. § 56.109 (e) and 46 C.F.R. § 46.109 (d), this letter serves as written notification of the IRB's determination.

**The amendment was approved under Expedited Category** (7) Category 7: Research on individual or group characteristics or behavior (including, but not limited to, research on perception, cognition, motivation, identity, language, communication, cultural beliefs or practices, and social behavior) or research employing survey, interview, oral history, focus group, program evaluation, human factors evaluation, or quality assurance methodologies. (NOTE: Some research in this category may be exempt from the HHS regulations for the protection of human subjects. 45 CFR 46.101(b)(2) and (b)(3). This listing refers only to research that is not exempt.), with the following determinations, as applicable:

Approval of this amendment is based on your agreement to abide by the policies and procedures of the Indiana University Human Research Protection Program and does not replace any other approvals that may be required. Relevant policies and procedures governing Human Subject Research can be found at: <u>http://researchcompliance.iu.edu/hso/hs\_guidance.html</u>.

As a reminder, IRB approval is required prior to implementing any changes or amendments in the protocol, regardless of how minor, except to eliminate immediate hazards to subjects. No changes to the informed consent document may be made without prior IRB approval.

If you submitted and/or are required to provide participants with an informed consent document, please ensure you are using the most recent version of the document to consent subjects.

The study expiration date is noted above. Failure to receive notification from the Human Subjects Office will not relieve you of your responsibility to ensure compliance with Federal Regulations regarding annual review [as applicable, 21 C.F.R. § 56.109(f) and 45 C.F.R. § 46.109(e)].

You should retain a copy of this letter and all associated approved study documents for your records. Please refer to the assigned study number and exact study title in future correspondence with our office. Additional information is available on our website at <u>at http://researchcompliance.iu.edu/hso/</u>.

#### If your source of funding changes, you must submit an amendment to update your study documents immediately.

If you have any questions or require further information, please contact the Human Subjects Office via email at <u>irb@iu.edu</u> or via phone at (317)274-8289 (Indianapolis) or (812) 856-4242 (Bloomington).

## Old Crescent Insurance Company / Indiana University Certificate of Insurance

#### Insured

The Trustees of Indiana University c/o 400 E. 7th Street Room 705

#### Bloomington IN 47405

Should any of the below described policies be cancelled before the expiration date thereof the issuing company and/or The Trustees of Indiana University will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the company or the Trustees of Indiana University, their agents or representatives. 03/08/2018 Certificate 5112

This certificate is issued as matter of information, only, and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

Insurer A: Old Crescent Insurance Company Insurer B: Travelers Insurer C: State National Ins. Co, Insurer D: Insurer E: Lexington Ins. Co.

Insurer F: AXA Insurance Co. Insurer G: Columbia Casualty Co. Insurer H: Ace American Ins. Co. Insurer I: Ironshore Specialty Ins. Co.

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. Aggregate limits shown may have been reduced by paid claims.

Insr Ltr	Type of Insurance	Policy Number	Policy Dates	Limits	
A	GENERAL LIABILITY	GLEx-1n	02/01/2018 - 01/31/2019	Each Occurrence	\$1,000,000
	Commercial General Liability – Occurrence including Contractual			Fire Damage	\$1,000,000
	Excess of \$100,000 retention			Personal & Adv Injury	\$1,000,000
	Includes coverage for Professional Liability excluding Medical Malpractice			General Aggregate	\$1,000,000
				Products/Comp Ops	\$1,000,000
				Liquor Liability	\$1,000,000
A	VEHICLE LIABILITY All licensed vehicles owned, leased, rented by or for, or driven on behalf of Indiana University (Excess of \$100,000 retention)	AEx-1n	02/01/2018 - 01/31/2019	Combined Single Limit	\$1,000,000
н	FOREIGN LIABILITY (GL & Auto)	PHFD38513813-004	02/01/2018 - 01/31/2019	Each Occurrence	\$1,000,000
E	EXCESS LIABILITY Layer 1	427215	02/01/2018 - 01/31/2019	Aggregate	\$25,000,000
'	Layer 2	001273505	02/01/2018 - 01/31/2019	Aggregate	\$25,000,000
С	WORKERS COMPENSATION & EMPLOYERS LIABILITY	NDE-0927815-18	02/01/2018 - 01/31/2019	Each Occurrence	Statutory + \$1M
	(excess of \$850,000/claim retention			Employers Liability	\$1,000,000
A	PROPERTY (Incl Boiler, Flood, Earthquake) Sub-limits may apply. Excess of \$100,000 retention.	ARP-1n	02/01/2018 - 01/31/2019	Each Occurrence	\$500,000
в	EXCESS PROPERTY	KTK-CMB-5647P70-9-17	02/01/2018 - 01/31/2019	Each Occurrence	\$1 billion
F	FINE ART (pro rata: 60% share)	05-333-13-08-00053	02/01/2018 - 01/31/2019	Each Occurrence	\$360 million
'	FINE ART (pro rata: 40% share)	HTB-001340-003	02/01/2018 - 01/31/2019	Each Occurrence	\$240 million
A	MEDICAL MALPRACTICE (coverage subject to Indiana statutes) Includes \$1 million out-of-state coverage. This includes participation in the Indiana Patient Compensation Fund with current statutory limits.	HL-1n	02/01/2018 – 01/31/2019	Statutory	\$400,000
G	EXCESS MEDICAL MALPRACTICE (out–of–state, only)	HMC 1064386826-11	02/01/2018 - 01/31/2019	Aggregate	\$2,000,000

Description of operations/locations/vehicles/exclusions added by endorsement/Special Provisions:

To provide various coverages by The Trustees of Indiana University for the IU School of Optometry to conduct a research study titled Street -Crossing Decision Making in Low Vision at two locations along Sare Road and at the Roundabout at the intersection of S. High Street and E. Winslow Road, Bloomington, Indiana during the period shown. The City of Bloomington is shown as additional insured per form CG 20 26 04 13.

Certificate Holder: City of Bloomington, Public Works Department 401 North Morton Street, #120 Public Works Department BLOOMINGTON IN 47401

Authorized signature Approved by any V. Stephens

The signer of this document is authorized to represent the coverages of the Old Crescent Insurance Company. In addition, the signer is authorized to make representations of the other coverages outlined on this certificate of insurance based on policy information on file at the Indiana University Office of Insurance, Loss Control and Claims. Certificate of insurance for the other insurance companies indicated on this certificate may be obtained, if necessary.

Effective dates: 04/02/2018 - 12/31/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of A	dditional	Insured	Person(s)	Or	Organizatio	n(s):
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The City of Bloomington

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - **2.** In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Board of Public Works Staff Report

Project/Event:Mobile Vendor in right of wayPetitioner/Representative:David White – Great White SmokeStaff Representative:Laurel WatersMeeting Date:April 17, 2018

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

The business will operate from a food trailer selling various styles of BBQ

Staff is supportive of the request.

**Recommend I** Approval **D** Denial by Laurel Waters
### RESOLUTION 2018-34 Mobile Vendor in Public Right of Way Great White Smoke, 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, Great White Smoke, LLC ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking 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 the trailer that Vendor intends to use has had an independent safety inspection; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for six (6) months, beginning on April 18, 2018, and ending on October 17, 2018.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. **RESOLUTION 2018-34**

Vendor must still comply with all other restrictions regarding its location in a public parking space.

- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

### ADOPTED THIS\_\_\_\_\_DAY OF \_\_\_\_\_\_, 2018.

### **BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard

Melanie Castillo-Cullather

Kelly Boatman

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-34 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

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

David White, Great White Smoke

### City of Bloomington Fire Department

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

### Food Vendor Certificate

Date: 04/13/2018

Business Name: Great White Smoke

Address: 108 S ROGERS ST Food Cart

Phone: CELL 812-322-5738

### The following permit has been issued:

Permit No. 18-0106

Type:FOOD Temporary Vender/Cooking

Issued Date: 04/13/2018 Effective Date: 04/13/2018 Expiration Date: 04/13/2019

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

The life Inspector: Tim

4-13-2018

Date



## MOBILE VENDOR LICENSE APPLICATION

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

CITY OF BLOOMINGTON 812-349-3418

#### 1. License Length and Fee Application

Length of						$\mathbf{X}$	
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

#### 2. Applicant Information

Name:	David M. White	· · · · · · · · · · · · · · · · · · ·
Title/Position:	Owner	
Date of Birth:	02-101/198	: 
Address:	4855 10- Stole Road 45	
City, State, Zip:	Discussington Indiana 474 03	
E-Mail Address:	gusder@quail.com	
Phone Number:		Some

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

	a resident of Indiana, they must designate a resident to serve as a contact.
Name:	· {
Address:	n na sana ang kanang mang kanang k Ing kanang ka
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:

#### 4. Company Information

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Name of Employer:	Groot White Sinoke LLC
Address of Employer:	1411 N. State rd 45
City, State, Zip:	Soluberry IN 47459
Employment Start Date:	W/01/2013 End Date (If known):
Phone Number:	812-32-5738
Website / Email:	Jaceboek/GWSBBQ
Company is a:	Limited Liability Corporation Partnership Proprietor Corporation (LLC)

#### 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
Dovid White	4855 W. Itale Road 45 Bloom Aflen
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#### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	10/01/2013
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

Planned hours of operation:	5. ~ 3.
Place or places where you will conduct business (If private property, attach written permission from property owner):	Je - 3. private property. City Streeds pending approval.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌 No 💢
(If Yes) Provide details	

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

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

A copy of the Indiana registration for the vehicle

Copy of a valid driver's license << p <1/20/18

Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license

Proof of an independent safety inspection of all vehicles to be used in the business O vehicle in Force t

Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:

• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate

• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate

Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

A copy of the business's registration with the Indiana Secretary of State.  $\checkmark$ 

A copy of the Employer ID number

A signed copy of the Prohibited Location Agreement ~arphi

A signed copy of the Standards of Conduct Agreement

Fire inspection (if required)

Picture of truck or trailer

Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

#### For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:

ON Porm

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### CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

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COMPANY PERFORMING INSPECTION # T 1 27	formance an inc-7)07
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BRAKES	V		
DOORS			
GENERAL CONDITION OF VEHICLE			

Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 912 340 3410

Additional Comments by Inspector:			
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Inspector Signature			
Date: 2-28-18			

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

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# CERTIFICATE OF LIABILITY INSURANCE

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The ACORD name and logo are registered marks of ACORD

### State of Indiana Office of the Secretary of State

#### CERTIFICATE OF ORGANIZATION

of

### GREAT WHITE SMOKE 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, April 15, 2014.

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In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 15, 2014

Corrie Lawson

CONNIE LAWSON, SECRETARY OF STATE

2014041502032 / 2014041502032

RECEIVED 04/15/2014 03:50 PM

#### APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 4/15/2014 4:18 PM

### **ARTICLES OF ORGANIZATION**

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

## ARTICLE I - NAME AND PRINCIPAL OFFICE

GREAT WHITE SMOKE LLC

### ARTICLE II - REGISTERED OFFICE AND AGENT

DAVID WHITE 9048 S POINTE RIDGE LANE, BLOOMINGTON, IN 47401

### **ARTICLE III - GENERAL INFORMATION**

What is the latest date upon which the entity is to Perpetual dissolve?: Who will the entity be managed by?: Managers Effective Date: 4/15/2014

Electronic Signature: DAVID M WHITE

## State of Indiana Office of the Secretary of State

## **Certified Copies**

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this **2** page document consisting of the following records filed in this office:

Certification Date: Business Name: Business ID:

March 22, 2018 GREAT WHITE SMOKE LLC 2014041502032

Transaction	Date Filed	No. of pages
Articles of Organization	04/15/2014	2
	Total No. of pages	2



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 22, 2018

Corrie Famon

CONNIE LAWSON SECRETARY OF STATE IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 10-01-2013

مينية. مشتقي ا

Employer Identification Number: 46-3773507

Form: SS-4

Number of this notice: CP 575 G

GREAT WHITE SMOKE DAVID MICHAEL WHITE SOLE MBR 9048 S POINTE RIDGE LANE BLOOMINGTON, IN 47401

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

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

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3773507. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

#### IMPORTANT REMINDERS:

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

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

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

Thank you for your cooperation.

Mobile Food Service Establishment Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542 Great White Smoke BBQ Attn.: Dave White 4855 W. SR 45 Bloomington, IN 47403 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. 2018FEB 1 5 2018 ssued By thomas W Sharped Expires annually on the last day of February This License Is Not Transferable to Another Individual or Location State Form 48099 (R6/7-17) INDIANA CERTIFICATE OF VEHICLE REGISTRATION 13908170-17159-1657 AGE **ISSUE DATE** PUR DATE 09/21/17 COUNTY 53 - MONROE PL YR PL TP SP WEIGHT PR YR ls type N TK PRIOR YR PL 35 09/22/17 Ñ 17 AAN842 VEHICLE YEAR 82 EXPIRATION DATE 02/07/18 MUNICIPALITY NONE OF THE ABOVE MODEL VEHICLE IDENTIFICATION NUMBER TYPE CUT 2GDHG31M0C4505332 TK MAKE COLOR YEL/ 
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 CURRENT veh ex tax 5.00 EX CREDIT 0.00 ADMIN FEE 0.00 TOTAL 45.77 YEAR TAX VEH EX TAX 0.00 PRIOR EX CREDIT DAV CREDIT NET EX TAX CO. WHEEL/EX TAX 0.00 0.00 0.00 MUN. WHEEL/EX TAX STATE REG FEE ADMIN FEE 0.00 TAX TOTAL YEAR REGISTRATION LICENSE TYPE IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 7,000 ÅT Legal Address 5101 WEATHERS CT . BLOOMINGTON IN 47404-9115 JEFFREY J ALEXANDER **5101 N WEATHERS CT BLOOMINGTON, IN 47404-9115** 

#### John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418 f. 812.349.3520

### Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- $\in$  No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or € beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- $\in$  Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- $\in$  Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed € "70dBA".
  - o Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

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

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

Vendor Name: Great White Smoke LLC Signature: Date: S 2

John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT <u>p. 812.349.3418</u> f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

Vendor		
Name: David M. White 1		0 1
Signature: M. W. Great	e White	Smake LLC
Date: $3 - 2(-18)$		

John Hamilton

Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418 f. 812.349.3520

#### **RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

- 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.

Name, Printed Signature Smoke LLC Great

3-21-18

Date Release Signed

### City of Bloomington Fire Department

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

### Food Vendor Certificate

Date: 04/13/2018

Business Name: Great White Smoke Address: 108 S ROGERS ST Food Cart

Phone: CELL 812-322-5738

#### The following permit has been issued:

Permit No. 18-0106

Type: FOOD Temporary Vender/Cooking

Issued Date: 04/13/2018 Effective Date: 04/13/2018 Expiration Date: 04/13/2019

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

on My Inspector: Tim

4-13-2018

Date

# **Staff Report**

To: City of Bloomington Board of Public Works
From: Jo Stong, HAND & Chris Wheeler, Legal
Date: April 13, 2018
Re: 2018 Abatement Contract

BMC 6.06 does primarily two things: (1) prohibits properties in Bloomington from being littered with garbage; and (2) prohibits properties in Bloomington from having grass or weeds that exceed the height of eight inches. When property owners in Bloomington do not comply with this regulation HAND issues fines and occasionally deems it necessary to ask this Board for permission to take corrective action through abatement of the violation.

HAND sought bids through requests for proposals to 3 known companies who provide abatement services within the City's Jurisdiction with only one timely submitted response which is acceptable to HAND. The following contract is for one year and has a maximum expenditure not to exceed \$10,000.00. The City seeks this Board's approval to enter into this agreement with the responsive service provider who will be the sole abatement provider for the City from May 3, 2018 to March 1, 2019.

If the Board awards this agreement, the City will use 4 U Lawn and Landscape for any and all abatements it needs performed in the next year. Individual properties to be abated will be presented to this Board for individual approval.

Staff Recommendation: Approval of contract

### AGREEMENT FOR ABATEMENT SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as "City"), and Christopher Underwood d/b/a 4 U Lawn and Landscape, a private enterprise in the business of providing abatement services (hereinafter referred to as "Service Provider").

### WITNESSETH:

**WHEREAS**, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City's municipal code; and

**WHEREAS**, the City relies upon private enterprises to abate any property located within the corporation boundaries if a violation of Title 6 remains uncorrected; and

**WHEREAS,** the Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

**WHEREAS**, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by the Service Provider for and on behalf of the City.

**NOW, THEREFORE,** the Service Provider and the City, for the consideration stated herein, agree as follows:

- 1. <u>Agreement Price</u>: The overall cost to the City for all abatement services provided by Service Provider during the term of this agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this contract.
- 2. <u>Term of Agreement</u>. The term of this Agreement shall be from May 3, 2018 to March 1, 2019. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.

- 3. <u>Scope of Work</u>. The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1067 provided by the Service Provider, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works.
- 4. <u>Standard of Care</u>. The Service Provider shall be responsible for completion of the work described in Exhibit "A" in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
- 5. <u>Time to Proceed and Time of Completion</u>. Upon the City notifying the Service Provider of an Abatement Order issued by the City of Bloomington Board of Public Works, the Service Provider shall abate the relevant property within no more than ten (10) business days.
- 6. <u>Payment</u>. The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
- 7. <u>Appropriation of funds</u>. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
- 8. <u>Termination</u>. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- **9.** <u>Indemnification</u>. The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement

action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

**10.** <u>**Insurance**</u>. *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER	AGGREGATE
	OCCURRENCE	
1. Commercial General	\$1,000,000.00	\$2,000,000.00
Liability		
2. Comprehensive Auto	\$1,000,000.00	N/A
Liability (single limit, owned,		
hired and non-owned)		
3. Workmen's Compensation	Statutory	Statutory
& Employer's Liability		

- 11. <u>Liens and Waivers of Liens</u>. The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
- 12. <u>Owner-Service Provider Side-Agreements</u>. The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
- **13.** <u>Subcontracts and Assignments</u>. No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
- 14. <u>Independent Contractor Status</u>. During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
- **15.** <u>**Conflict of Interest.</u>** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.</u>

- 16. <u>Waiver</u>. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- **17.** <u>Severability</u>. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
- **18.** <u>Assignment</u>. Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- **19.** <u>**Third Party Rights**</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
- 20. <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
- **21.** <u>Non-Discrimination</u>. The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
- 22. <u>Compliance with Laws</u>. In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

<u>City:</u>	Service Provider:
Jo Stong	Christopher Underwood
HAND	4 U Lawn and Landscape
City Hall at Showers	6292 East State Road 45
401 N. Morton Street	Bloomington, IN 47408
Bloomington, IN 47401	-

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

- 24. <u>Intent to be Bound</u>. The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
- **25.** <u>Integration and Modification</u>. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
- 26. <u>Verification of New Employees' Employment Status</u>. The Service Provider 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). The Service Provider shall sign an affidavit, attached as **Exhibit "B"**, affirming that the Service Provider does not knowingly employ any 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.

The Service Provider 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 Service Provider or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Service Provider or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Service Provider 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 Service Provider or its subcontractor did not knowingly employ an unauthorized alien. If the Service Provider or its subcontractor fails to remedy the violation within the thirty (30) 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 Service Provider. If the City terminates the Agreement, the Service Provider or its subcontractor is liable to the City for actual damages.

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider 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. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

- **27.** <u>Living Wage</u>. The Service Provider shall comply with City of Bloomington Ordinance 2.28.
- 28. <u>Non-Collusion</u>. Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, 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. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
- **29.** <u>Change of Ownership</u>. In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

### **<u>City of Bloomington, Indiana</u>**:

Kyla Cox Deckard, President Board of Public Works Date

John Hamilton, Mayor City of Bloomington

Doris Sims, Director Housing and Neighborhood Development

**<u>4 U Lawn and Landscape</u>:** 

Christopher Underwood, d/b/a 4 U Lawn and Landscape Date

Date

Date

### EXHIBIT "A"

Please see the attached

### EXHIBIT B

### **E-Verify Affidavit**

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

1. The undersigned is the \_\_\_\_\_\_ of \_\_\_\_\_. (Job Title) (Company Name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- 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 State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and 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 \_\_\_\_\_, 2018.

Notary Public

Printed name

My Commission Expires:

#### **EXHIBIT 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	, 2018.	
		Ву:	
		(Name and Title of Person Signing)	
STATE OF	) ) SS:		
COUNTY OF	)		
		ore me this day of	, 2018.
My Commission Expires:			
		Notary Public Signature	
Resident of	_ County		
		Printed Name	

### **REGISTER OF PAYROLL CLAIMS**

### Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
4/13/2018	Payroll				389,832.16
					389,832.16
		ALLOWANCI	E OF CLAIMS		
claim, and ex			ister of claims, consisting the register, such claims	of <b>1</b> are hereby allowed in the	9
Dated this _	day of	year of 20			
•	fy that each of the above /ith IC 5-11-10-1.6.	listed voucher(s) o	r bill(s) is (are) true and c	correct and I have audited	same in

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:	4/17/2018

**Report:** The South Central Interceptor is a sanitary sewer improvement project that involves the installation of nearly 12,000 feet of new sewer pipe. Much of the construction is complete and this request would facilitate the final portion of the project.

Upon completion of the Monon/Hillside work approved by the Board on March 20, 2018, CBU is requesting an 8-week (June 4<sup>th</sup> – August 3<sup>rd</sup>) closure of the west leg of the Grimes/Walnut intersection as well as lane restrictions on Walnut Street. The lane restrictions on Walnut would consist of one lane each, north and south, between Davis Street and Monon Drive. The restrictions would not allow for left turns through the affected area.

CBU has discussed this closure and its impacts with emergency services (Police, Fire, and IU Health EMS), Bloomington Transit, MCCSC, Monroe County Public Works, the Perry Township Trustee's office, and the residents/business owners in the area. These discussions have informed vehicular, pedestrian, and transit detour routes as well as the time frame which CBU is requesting. CBU has been very responsive to the input of all stakeholders.

Members of the public and City officials have expressed concern about the number and duration of projects taking place on the City's southwest side. CBU and City officials have coordinated with Monroe County to minimize the effect these projects will have on the public.

The City of Bloomington, CBU, and Monroe County are each contributing funds, above and beyond the funds budgeted for the projects, to accelerate the Country Club Bridge and the South Central Interceptor projects. The accelerations are being pursued to minimize the duration of the overlapping closures while also aiming to complete them before the beginning of the 2018-2019 school year (August 9<sup>th</sup>).
## **Recommendation and Supporting Justification:**

The City Administration recommends approval of CBU's request for a temporary closure of Grimes Lane and restrictions on Walnut Street for the completion of the South Central Interceptor project and the associated Memorandum of Understand.

The City of Bloomington Administration recommends:	🔀 Approval	🗌 Denial
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## Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and City of Bloomington Utilities

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and City of Bloomington Utilities outlines the binding conditions placed upon and agreed to by City of Bloomington Utilities in exchange for use by City of Bloomington Utilities, its agents and subcontractors, of certain public right-of-way during installation and connection of sanitary sewer pipe, through South Walnut Street between South Monon Drive and South Davis Street, in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from June 4, 2018, through August 3, 2018, inclusive.
- 2. Planning and Transportation shall allow City of Bloomington Utilities to block and restrict from general public usage the roadway and sidewalk within the Construction Site. City of Bloomington Utilities shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
- 3. City of Bloomington Utilities shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, City of Bloomington Utilities shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 4. City of Bloomington Utilities shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site and detour route through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by City of Bloomington Utilities.
- 5. City of Bloomington Utilities shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. City of Bloomington Utilities shall restore such right-of-way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this

MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by City of Bloomington Utilities, their employees, agents, contractors and subcontractors.

- 6. The City of Bloomington shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 8. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 9. City of Bloomington Utilities agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by City of Bloomington Utilities whether such claims may be brought by the City of Bloomington or by any third party.
- 10. Prior to beginning work, City of Bloomington Utilities shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
- 11. City of Bloomington Utilities shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
- 12. Vic Kelson, Director of City of Bloomington Utilities, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

## **City of Bloomington**

By: \_\_\_\_\_ Kyla Cox Deckard, President Board of Public Works

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

By: \_\_\_\_\_ Terri Porter, Director Planning and Transportation Dept.

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

By: \_\_\_\_\_ Philippa M. Guthrie, Corporation Counsel

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

## **City of Bloomington Utilities**

By: \_\_\_\_\_ Vic Kelson, Director

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

What we're balancing here are several important projects that have unfortunately resulted in the southwest quadrant of the City being abnormally impacted during construction season. I think it is very important to note that while some individuals have insinuated that there has been a lack of foresight and planning, this is somewhat of a perfect storm of projects coming online in the same timeframe with many factors outside of the control of the local agencies coordinating and constructing them. Below is a listing of these projects.

## Monroe County Government Projects

Reconstruction of Country Club Bridge, Bridge #73, will begin on March 26 and will be completed by July 26. City and County officials are in the process of potentially negotiating an accelerated project timeline with incentives that could expedite the project by 30 days.

The project limits are between Rogers and South Walnut Streets. The detour route is Rogers Street to Gordon Pike to Walnut Street. County staff in coordination with City of Bloomington Public Works and Utilities staff are hopeful that incentives within the contract for this project will result in an earlier completion date. What should be stressed here regarding the timing of this project is that it was not on the table for discussion or construction until mid-2017. At that time, major structural deficiencies were identified that either needed to be fixed within 18 months or risk having the structure closed to traffic altogether. This was an unplanned addition to an already busy construction season in this area.

The Fullerton Pike Phase I Reconstruction Project will continue through fall 2018. Road closures on Rhorer Road, between Walnut Street and Walnut Street Pike, will begin April 20. Construction between Rogers Street and Walnut Street will continue, but will have both and east and west lanes of travel open at all times during the Country Club closure.

## City of Bloomington Utilities Projects

In advance of the the reconstruction of the Country Club Bridge #73 work between Rogers and Walnut on Country Club Drive, the City of Bloomington Utilities Department will be closing Country Club Drive from March 5 through March 26 to install a sewer interceptor across the road. This project is part of the overall sanitary system upgrade and was constructed in advance of the County's bridge project so that this portion of Country Club Drive would not be closed again at a later date. For many reasons, the bridge and sewer projects could not be constructed simultaneously due to their close proximity.

City of Bloomington Utilities' sanitary sewer interceptor projects will require lane closures in the vicinity of the Walnut Street and Grimes Lane intersection for a two month period this summer. Also as part of this sewer project, Monon Drive will be closed for a three week period between April 2 and May 25. The start date for this project is still be determined based on ongoing negotiations with contractors and stakeholders for this and other projects in the area.

It is possible that during construction South Walnut Street between Allen Street and Monon Drive will be adjusted to provide one northbound and one southbound lane for through travel (allowing only right turns). Grimes Lane will be closed on the west side of S Walnut Street for the duration of the project. Businesses near the intersection will still have access via Grimes Lane. The City is in the process of creating a detour and maintenance of traffic plan for this project, and details will be finalized during the April 17 Board of Public Works meeting.

## City of Bloomington MPO Project

The City's Tapp Road/Rockport Road/Country Club Drive Intersection Improvement Project is expected to start around June 10 with an estimated reopening in mid-November 2018. The project's Tapp Road detour will utilize Rogers Street, Patterson Road, Bloomfield Road, and SR 37. The project's Rockport Road detour will utilize That Road and Rogers Street. According to INDOT representatives the I-69/Tapp Road overpass and

interchange is expected to be open to traffic June 4. Worth noting is that this project has been under consideration in several iterations for over ten years. It has been on hold until the Tapp Road interchange is complete, which is now two years later than originally scheduled.

One of the most important factors driving decision making at this time is completing the Grimes and Walnut sewer installation in advance of the MCCSC and IU start dates. Classes begin on August 8th for MCCSC. According to transportation planners for MCCSC, allowing the Grimes and Walnut sewer project to extend into the school year will have transportation and timing impacts for over 3000 students per day.

An ideal scenario at this point would be to accelerate the Country Club Bridge project through incentives that could result in Country Club reopening by mid to late June. This could allow for CBU to begin their project on May 30th while aiming to limit the overlap with the Country Club Bridge project to as few weeks as possible.

City staff is also exploring adjustments to the timing of the Tapp and Rockport Intersection Reconstruction project to delay it until Country Club reopens. The key component of any discussions regarding the timing of Tapp and Rockport is that the intersection needs to reopen by the end of construction season in the fall. Site work and landscaping would remain for spring 2019 completion, but any scheduling adjustments must make certain that the intersection is functional by December of 2018.

<u>Board of Public Works Questions specific to CBU Request for Grimes and Walnut Closure</u> Which entrances will have access throughout the lane restricted areas (Perry Twp and All Options wanted to know, but I would expand that to the entire project for all businesses/properties)? All entrances will be open to right turns. Some of the entrances will incur restrictions when construction is crossing that portion of the roadway. The Perry Township building at 1010 S Walnut will not incur periodic restrictions as it is out of the construction zone, right turns shall be permitted at that entrance for the length of the project.

What are the built-in protections for lots and right-of-way (prevention of construction traffic/parking in space they are supposed to have access to)?

The contractor intends to leave gaps for right turn access into drives and entrances. We plan on having small signs on the barrel at the entrance to indicate the specific business. There will be some challenges when construction equipment is working on the sewer directly in front of the entrance. The effort will be made to reduce the time that the access is unavailable and steel plate the trench as soon as they can to reinstate access.

What is the Bloomington Transit transportation plan for affected stops, including BT Access stops? There are two S Walnut St stops. One is just south of Grimes and the other is a block north. I think they could probably maintain the S Walnut St stops, it would stop traffic. There are two more that are part of a different route that will also be affected. They are on Grimes, one on the east side of Walnut and the other on the west side of Walnut. That portion of the route would be eliminated during construction.

What will crosswalk access/additional pedestrian protections look like? We are looking into several options to provide pedestrians access to West Grimes Ln from S Walnut.

What is the official detour, and how will that be communicated to travelers by foot, car, bike, etc.?

The official detour is Hillside to Henderson to 1st St to Rogers St. This will be communicated in several ways, including signs up along the road and sidewalks 2 weeks ahead of the closure, press releases, social media and weekly updates. We are looking into message boards as well.

Will the sidewalk in front of All Options and Perry Twp be affected/closed? All Options noted that their entrance and ramp are directly connected to the sidewalk.

It will not be affected on the north entrance but the south entrance, in front of 1014 S Walnut, there will likely be restrictions when the construction moves up to this area. It will not need to be restricted until construction activity is north of Grimes Ln.

Can we see a fully detailed map of the affected area, including all sidewalk closures, pedestrian walk arounds/crosswalk areas, trenches and plates, signage, etc?

We have provided two pedestrian access maps to P&T. One is for when the construction is south of Grimes and the other is when the construction is north of Grimes. See attached.

I'd like more details about the immediate need for this infrastructure project (specifics like notices/requests/impending citations or fines from IDEM).

Sanitary Sewer Overflows (SSOs) are a violation of our NPDES permit. Ongoing and recurring violations can lead to enforcement action in the form of fines, agreed orders, and consent decrees from IDEM. From 2010-2014 CBU completed a \$4.4M Agreed Order to reduce our SSOs. That agreed order was based off of our SSO Corrective Action Plan. After completing the Agreed Order, and referring back to the SSO Corrective Action Plan, the next most important project for improving our sanitary sewer system was the South Central Interceptor Project.

What is the public safety plan (specifically EMT/Fire/Ambulance routes during this restriction and intersection closure)? What is the plan with all configurations of neighboring closures that might impact access to this part of the city and county (Country Club, Tapp and Rockport, etc)? BPD should be able to manage accessing most areas of the City by taking alternative routes such as Washington to Hillside if we need to reach points on the southside. Also, we should be able to take Rogers Street to get to west side locations by accessing it from east/west streets north of Grimes. While response times might be slowed by lack of direct accessibility and congestion on those streets taking on the additional traffic, hopefully, emergency lights and sirens will help us navigate through there more quickly on true emergency calls.

BFD: If Country Club and Grimes are closed we would be forced to go down Gordon Pike to Rodgers or First street to anywhere in the South West. Our best predictions show a 3-4 minute response delay due to the added congestion to anywhere between W. Tapp to Bloomfield Rd. It would definitely not be preferable for our considerations

EMS:

What are the reports from BT and MCCSC on impact to busses based on timeline and detours? <u>From Lew May, general manager of the Bloomington Transit:</u>

With regard to the number of buses affected by the closure of Grimes Lane at South Walnut Street from July 9 to September 28, let me provide you some numbers:

Route <u>1 S.Walnut Street</u>. 24 buses daily travel east on Grimes to north on S.Walnut. These 24 buses will have to be rerouted up either Lincoln or Henderson Street each day. Some of these buses run into the evening up until about 10:40 p.m. So one of these residential streets (Lincoln or Henderson) that doesn't have any bus traffic will now have 24 buses daily for the entire duration of the project from July 9 to September 28.

Route 7 Henderson/S.Walnut Express. 45 northbound and 45 southbound buses on S.Walnut will be subjected to major traffic delays at the Grimes Lane intersection due to constricting the travel lanes to 1 in each direction. This will occur on this route from Aug. 20 through Sept. 28.

Rogers Street. Approximately 90 buses/daily (BT and IU) that normally would travel on S.Walnut will be added to Rogers Street heading into the downtown area in the period Aug. 20 to Sept 28. From July 9 to Aug. 20, the number would be about 50 buses daily on Rogers.

These are significant impacts to bus riders and residential neighborhoods Be prepared for many complaints especially from the neighborhoods affected by increased bus traffic.

We at Bloomington Transit recommend that you not close the Grimes Lane and S.Walnut Street intersection during the period that IU is in session for the fall semester (after August 19).

Yes, the bus needs access to the curb in order to load/unload any wheelchairs or mobility devices to/from the bus. We do this using a ramp that unfolds from the bus.

BT will be forced to detour our Route 1 S.Walnut north on Lincoln instead of going west on Grimes to north on S.Walnut. As such there are at least 6 stops on S.Walnut that will not be served during the construction period. Customers who normally would use these S.Walnut stops will have to walk 2 blocks over to Lincoln to catch the bus. I anticipate some possible neighborhood angst as a result of having 26 buses daily routed thru the neighborhood.

With regards to stops affected on Route 7 Henderson/Walnut Express, I would expect in the very least the 2 southbound and 2 northbound stops located on S.Walnut between Grimes and Dixie will possibly have to be closed though again I don't know the specific impacts of your construction on these stops until I see your construction plan.

From Nate Oliver, director of transportation MCCSC

	Impacted by Grimes Closure								
SCHOOL NUMBER OF ROUTES		DELAYED OR CHANGED SCHEDULE	NUMBER OF STUDENTS ASSOCIATED WITH THE ROUTE (Number in Parenthesis represents the direct number of students impacted)						
Arlington	6	Minimal	250						
<b>Batchelor</b> (north)	9	Minimal	208						
Binford/Rogers	11	Minimal	745						
Childs	5	Minimal	332						
Clear Creek	7	Minimal	319						
Fairview	4	Minimal	244						
Grandview	8	Minimal	375						

## Routes and Students Impacted by Grimes Closure

Highland Park	6	Minimal	249
Lakeview	10	Minimal	424
Marlin	5	Minimal	172
	13	Re-routed to avoid	447
North		travel on Walnut St. at	
		Grimes	
	33	Re-routed to avoid	1429
North/Tri-North		travel on Walnut St. at	(Route A – 36 Students)
North/Tri-North		Grimes (2 Routes	(Route B – 59 (Students)
		re-routed specifically)	
South	4	Minimal	268
	11	Re-routed to avoid	509
South/Batchelor		travel on Walnut St. at	(Route A – 58 Students)
Southy Batchelor		Grimes (2 Routes	(Route B – 65 Students)
		re-routed specifically)	
	23	Re-routed to avoid	1231
South/Jackson		travel on Walnut St. at	(Route A – 53 Students)
SouthyJackSon		Grimes (3 Routes	(Route B – 70 Students)
		re-routed specifically)	(Route C – 62 Students)
South/Batchelor	5	Minimal	11
Summit	6	Minimal	353
	6	Re-routed to avoid	324
		travel on Walnut St. at	(Route A – 38 Students)
		Grimes (4 routes	*Three students directly affected by an altered
		re-routed specifically)	bus stop
			(Route B – 51 Students)
Templeton			*Three students directly affected by an altered
			bus stop
			(Route C – 78 Students)
			(Route D – 57 Students)
			*Five students directly affected by an altered bus
			stop
Unionville	6	Virtually no impact	193
University	7	Virtually no impact	397

What happens to the project if the Monon St. section is approved for road restriction by BPW (which is coming to the board first and separately from what it sounds), but the Grimes section restriction is not approved by BPW?

Sewer overflows will continue to occur in Clear Creek from Manhole #6 at Micro Motors. CBU is at risk of receiving enforcement requirements from IDEM.

What happens if Country Club remains closed for substantially longer than scheduled?

Under the scenario that our project starts after Country Club is reopened: It will delay the start date of our work and push it into the school year when traffic is substantially greater and impacts to MCCSC and BT will be severe. Under the scenario that both projects can happen simultaneously: It won't have much of an effect on our project. It will have more of an impact on EMS and the general public. This is a benefit to our project if they happen simultaneously. Our contractor is under contract to complete this work this summer. If it is pushed out of the May-August time frame we will have to have a change order and they may already be scheduled at a different job. Overflows will continue going into Clear Creek.

What is the impeding request for the Tapp and Rockport closure, and what is the detour for that? June 1 through December 31, 2018. Detour map is provided. It includes SR37 to That Rd. to Rogers St. and Rogers St. to Patterson Rd. to Bloomfield Rd. to SR37.

How are the financial terms of the utilities project affected by approval or lack of approval for road restrictions by BPW?

Response from the contractor shows that delaying the project would result in a \$348,000 additional cost.



April 12, 2018

Board of Public Works,

We respectfully request permission to close Grimes Lane at the Walnut St intersection and restrict travel lanes on S Walnut Street between Allen St and Monon Dr. We are requesting the closure for an eight week period beginning as early as June 4 and ending no later than August 3.

The closure is necessary to complete the installation of a large diameter (30") relief sewer. This sewer is part of a larger project that has been underway for over a year. Our contractor has already installed over two miles of new sewer downstream of this location. This portion is the only one that remains before we can put the new sewer in service and start reducing the number of Sanitary Sewer Overflows at the City's most chronic overflow location, Manhole #6.

Every year millions of gallons of raw sewage are spilling into Clear Creek out of this manhole during rain events when the existing sewers cannot contain the exponential increase in flow from groundwater entering the sewer. In fact, this past week, over 400,000 gallons of raw sewage spilled into the Clear Creek from Manhole #6, following two rain events.

There are many factors to weigh when considering this request for road closure. We'd like to start by letting you know we've requested that our contractor work longer hours and Saturdays to complete the work as quickly as possible so the road can be reopened. They've agreed to work six-10 hour days for roughly a \$20,000 additional cost.

We have contacted other community stakeholders for whom this closure would have major impacts. They include MCCSC transportation, Bloomington Transit, Bloomington Fire, Bloomington Police, Bloomington Hospital Ambulance Services, Monroe County Highway Department, Perry Township Trustees, and local businesses and residents around the intersection. Through these discussions it became apparently clear that closing Grimes at Walnut during the school year must be avoided. This observation was supported by information received from Bloomington Transit and MCCSC Transportation, explaining that this intersection is a major thoroughfare for both bus systems. Bloomington Transit bus numbers increase by approximately 50 buses per day once Indiana University starts classes in August. MCCSC uses the intersection to access most of the schools west of Walnut Street and with other road closures, such as Tapp/Rockport, they could experience 20-30 minute delays reaching some of their schools.

The Police Department and Ambulance Services did not believe that the closure would adversely affect them too much, noting that their vehicles are easily maneuverable and should be able to get through any congested areas with the use of lights and sirens. The Fire Department reported that they will most likely experience 4-6 minute delays on their response arrival times while both Walnut/Grimes and the

Country Club bridge are closed. The response time will improve significantly once the Tapp Rd/I69 intersection is complete at the end of May.

Perry Township Trustee's offices were concerned about access for their clients. Buses and vehicles will continue to be able to access the parking lot off of Walnut via right-in and right-out turning movements. The sidewalk along Walnut in front of the PTT offices will remain open during construction. We drafted a handout for PTT clients detailing the access options during construction.

The Monroe County Highway Department is working with us on moving up the schedule of the Country Club bridge replacement project. They are still working out the details with the Monroe County Commissioners and their contractor but hope to reach an agreement to accelerate the schedule of that project to reduce any overlap of the road closures. Unbeknownst to us and out of our hands, it was determined after our sewer project had begun that the Country Club bridge was deficient and needed to be replaced as soon as possible. Our contractor, Infrastructure Systems Inc. out of Orleans Indiana, has an agreement with us that the sewer under Monon Dr-Walnut Street was to be installed May 8-August 6, 2018. Changing this time frame from 2018 to 2019 would result in significant costs to them. We asked them for a proposal to delay the work until next year, and they provided an additional cost of \$348,000 citing mobilization/demobilization, moving and storage of materials purchased, and increased material and subcontractor work cost.

After weighing all of the factors outlined above, CBU believes that completing the South Central Interceptor project, and restricting Walnut St and Grimes Lane, between June 4th and August 3rd of this year is the best course of action. This request has a positive recommendation from the City of Bloomington Administration. We respectfully request Board of Public Works approval of the Memorandum of Understanding.

Sincerely,

Vic Kelson, Utilities Director



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

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# CONFORMED DRAWINGS SEE COVER SHEET FOR "CONFORMED DRAWINGS NOTE"

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TRAFFIC CONTROL OVERVIEW

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- 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.
- 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

- 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.
- 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.



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



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

	SCALE	CITY OF BLOOMINGTON UTILITIES DEPARTMENT	GENERAL	FILE NAME 0593N0G03.DWG
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# CONFORMED DRAWINGS

SEE COVER SHEET FOR "CONFORMED DRAWINGS NOTE"



# Board of Public Works Staff Report

Project/Event:	Resolution to Uphold Order to Remove and to permit HAND to abate the structure at 1711 W. Gray St.
Petitioner/Representative:	Housing and Neighborhood Development
Staff Representative:	Michael Arnold
Date:	17 April 2018

Report:	18 December 2018	Drive By of Property Sent Order to Repair Discussed Issue with Owner Changed to Order to Remove Has Demolition Permit Discussed Issue with Owner's Daughter
	26 March 2018	Letter to Owner Re: BPW

This Order is for the front structure only. During a drive by of this property it was noted the there was a large gap in the structure where the front portion is attached to the rear portion. An Order to Repair was issued. Discussed issue with owner. Intention is to remove structure but hopefully allow fire department training. No training occurred. The Order was then upgraded to Order to Remove the Structure.

The Owner did obtain a demolition permit. Currently the structure has not been removed and has deteriorated even further. HAND is requesting that the Order to Remove be upheld by the Board and that permission be granted for HAND to abate (remove) the structure.

## Recommend $\square$ Approval $\square$ Denial by:





## BOARD OF PUBLIC WORKS RESOLUTION 2018 - 34 Unsafe Order to Remove Unsafe Property at 1711 W. Gray St., Bloomington, Indiana

**WHEREAS,** the City of Bloomington Housing and Neighborhood Development ("HAND") inspected 1700 W. Gray St., Bloomington, Indiana ("Property") and legally described as 013-11580-17 Gray Lot 17, on the 27<sup>th</sup> Day of March, 2017, and found the property to be unsafe as defined by both Indiana Code § 36-7-9 and Bloomington Municipal Code Chapter 17.16; and

**WHEREAS,** on April 6, 2017, HAND issued an Unsafe Building Order to Repair to the Owner of record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code § 17.16.070; and

**WHEREAS,** on July 25, 2017, due to inaction on the part of the Owner and additional deterioration of the structure, HAND issued a new Unsafe Order to Remove to the Owner of record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code § 17.16.070; and

WHEREAS, the Board of Public Works has heard testimony and reviewed evidence the Order to Remove.

## NOW, THEREFORE, BE IT RESOLVED THAT the Board of Public Works Hereby:

- $\Box$  Affirms the Order issued by HAND on the 25<sup>th</sup> day of July, 2017.
- $\Box$  Rescinds the Order issued by HAND on the 25<sup>th</sup> day of July, 2017.
- □ Modifies the Order issued by HAND on the 25<sup>th</sup> day of July, 2017. The modifications are less stringent and now require the property owner to take the following actions:

## CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY:		
Kyla Cox Deckard, President		Dated:
STATE OF INDIANA	) ) <b>SS:</b>	
COUNTY OF MONROE )		
•		County and State, personally appeared Kyla Cox Deckard, President of the s, who acknowledged the execution of the foregoing Resolution as a voluntary
WITNESS, my hand and not	arial seal this _	day of, 2018.
My Commission Expires:		
	~	Notary Public Signature
Resident of	County	

Printed Name of Notary



# Board of Public Works Staff Report

Project/Event:	Request to encroach into the public right of way for construction and memorandum of understanding at 217 W $6^{th}$ Street. (Yellow Cab Building).
Staff Representative:	Dan Backler
Petitioner/Representative: Date:	HHI Yellow Cab LLC/David Howard/Matte Black Architecture/Matt Ellenwood 4/17/2018

**Report:** HHI Yellow Cab LLC is proposing to construct a building addition at the southeast corner of West 6<sup>th</sup> Street and North Morton Street. The petitioner is requesting permission to utilize the public right of way during construction. A portion of that right-of-way is occupied by metered parking spots. The builder will be paying for the metered spaces. The City is requiring the builder to sign a memorandum of understanding (MOU) which will detail the use of the right-of-way and the metered parking spaces. The MOU includes hold harmless language to indemnify the City during construction. There will be detours in place to allow for normal pedestrian traffic during construction.

**Recommendation and Supporting Justification:** The use of the right-of-way is typical for downtown construction projects. Staff recommends approval of the MOU for use of right-of-way.

Recommend 🛛 Approval 🗌 Denial by Dan Backler

## Memorandum of Understanding Between City of Bloomington Planning and Transportation Department And HHI Yellow Cab LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and HHI Yellow Cab LLC, outlines the binding conditions placed upon and agreed to by HHI Yellow Cab LLC, in exchange for use by HHI Yellow Cab LLC, its agents and subcontractors, of certain public right of way during the construction of the Yellow Cab development in the area south of West 6<sup>th</sup> Street, and east of N. Morton Street, as depicted in Exhibit A, at 217 W 6th Street in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from May 1, 2018, through May 1, 2019, inclusive.
- 2. Planning and Transportation shall allow HHI Yellow Cab LLC, to block and restrict from general public usage the Construction Site as depicted in Exhibit "A".
- 3. HHI Yellow Cab LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
- 4. HHI Yellow Cab LLC, shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, HHI Yellow Cab LLC, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 5. HHI Yellow Cab LLC, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by HHI Yellow Cab LLC.
- 6. HHI Yellow Cab LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. HHI Yellow Cab LLC, shall restore such right of way and improvements to as

good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by HHI Yellow Cab LLC, their employees, agents, contractors and subcontractors.

- 7. HHI Yellow Cab LLC, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 10. Nothing in this MOU shall be construed as replacement for or removal of requirements of any additional permits or permissions that are otherwise required for this project.
- 11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 12. HHI Yellow Cab LLC, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of HHI Yellow Cab LLC's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
- 13. HHI Yellow Cab LLC, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of West 6<sup>th</sup> Street directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following HHI Yellow Cab LLC's replacement of the meter posts.
- 14. HHI Yellow Cab LLC, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12)

per day per meter with an administrative fee of five dollars (\$5). HHI Yellow Cab LLC, has requested a term of approximately twelve (12) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Seven Thousand, Two Hundred Fifty-Three Dollars and Zero Cents (\$7,253,00). HHI Yellow Cab LLC, shall incur meter fees of Forty-Eight Dollars (\$48.00) per day for each working day after May 1, 2019, that HHI Yellow Cab LLC, continues to use public right of way.

- 15. Prior to beginning work, HHI Yellow Cab LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 16. HHI Yellow Cab LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
- 17. David Howard, President of HHI Yellow Cab LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

## **City of Bloomington**

## **HHI Yellow Cab LLC**

By: \_\_\_\_\_ Kyla Cox Deckard, President Board of Public Works

By: \_\_\_\_\_

David Howard, Member

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

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

By: \_\_\_\_\_ Terri Porter, Director Planning and Transportation Dept.

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

By: \_\_\_\_\_ Philippa M. Guthrie, Corporation Counsel

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

April 9, 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 safety plan which outlines the areas around the property within the City of Bloomington right-of-way that will be used during construction of the proposed new structure. The areas will be used by David Howard Construction and its subcontractors for staging and temporary material storage to construct a 4 story mixed-use addition to the existing 2 story structure.

The plan outlines the temporary pedestrian walkways, safety devices and fencing that will be used for the construction. The construction is expected to take 12 months for completion and the targeted start date is May 1, 2018. The closure and use of the various areas are expected to be in the following phases:

Phase 1 (approx. 3 months): Foundation and Utility Infrastructure – limited use of the alley along the south property line as well as property access from the existing curb cut along the street at the north property line. Construction fencing limited to just outside the property line.

Phase 2 (approx. 6 months): Main Structure and Utility Connections – full use of the staging areas along the north of the property as well as limited use of the alley along the east property line. Access along the south alley will be maintained for adjacent property owners. Access along the east alley will be limited but maintained as necessary (trash service for example).

Phase 3 (approx. 3 months): Final Exterior and Interior Finish – limited use of the staging area along the north of the property as well as limited use of the alleys as needed but access will be maintained for adjacent property owners.

Let us know if you have any questions.

Thanks,

Matt Ellenwood, Architect

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





## **City of Bloomington Planning and Transportation Department**

April 12, 2018

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

## Re: Zagster and Pace Bikeshare Partnership with the City of Bloomington

Mr. Backler:

The City of Bloomington and Indiana University are partnering with Zagster to launch the Pace Bikeshare system in Bloomington—both in the City and on IU's campus. The bikeshare program will be an important component of our multimodal transportation system.

The Pace Bikeshare program is a dockless bikeshare—meaning users can checkout bicycles and end their ride at any location by simply parking and locking the bicycle to a bicycle rack. The dedicated Pace Bikeshare stations enhance the dockless program by providing predictability within the program. If a new user is looking for a Pace bicycle or has yet to download the app, the dedicated stations will inform the new users of the steps to check out a bicycle.

The Zagster, Pace Bikeshare program relates to several City goals, programs, and policies outlined in the recently adopted Comprehensive Plan. Some of the points that bikeshare relates to and contributes to our progress include:

- Partner with Indiana University to further investigate and analyze a bike-sharing program and facility improvements to better serve trips between the University and the City. (pg. 122)
- Create and promote programs to encourage bike use and car sharing among employees and residents. (Downtown, pg. 57)
- The "sharing economy" also contributes to improving the multimodal network. Ride, car, and bike share programs skirt the economic barriers to vehicle ownership and offer very good options over typical mode choices. (Transportation, pg. 68)
- The city does not have the space or resources to significantly expand roads and intersections within the built-out urban environment.... Cities manage congestion and improve transportation long-term by investing in multiple transportation modes such as walking, bicycling, and public transportation... (Transportation, pg. 72)

- Goal 6.1 Increase Sustainability: Improve the sustainability of the transportation system. (Transportation, pg. 74)
- Goal 6.4 Prioritize Non-Automotive Modes: Continue to integrate all modes into the transportation network and to prioritize bicycle, pedestrian, public transit, and other non-automotive modes to make our network equally accessible, safe, and efficient for all users. (Transportation, pg. 75)
- Goal 3.6 Protect local air quality from pollutants. (Environment, pg. 47)
- Goal 3.7: Reduce greenhouse gas emissions. (Environment, pg. 47)
- Policy 3.7.2: Reduce vehicle miles travelled per capita. (Environment, pg. 47)

As a City, we are looking forward to this partnership while working toward many Comprehensive Plan goals.

The racks proposed by Zagster for the Pace Bikeshare program are a modular system that can be sized up or down in order to fit the available spaces. If you have any further questions please feel free to contact me.

Thank you,

Beth Rosenbarger, AICP Bicycle and Pedestrian Coordinator City of Bloomington



## BOARD OF PUBLIC WORKS RESOLUTION 2018-33

## **Encroachments in City Right of Way for the Installation of Bike Share Bike Racks**

**WHEREAS**, an effort has been made to bring a bike sharing program to the City of Bloomington; and

**WHEREAS**, Zagster, Inc. (Zagster) is a company that designs, builds and operates bike sharing programs for cities, universities, corporate campuses, hotels, and residential communities across the United States; and

**WHEREAS**, Zagster is requesting the Board's approval to encroach into city right of way for the purpose of installing five (5) bike share stations; 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 Zagster regarding the installation and maintenance of the bike share stations in the described area of the city right of way, subject to the following conditions:

- 1. Zagster shall be allowed to install, use and maintain five (5) bike share stations which have a footprint, at the maximum, of 23'-0" by 6'-0".
- 2. The bike share stations shall not deviate from the designated locations shown in Exhibits A-E or design which is depicted on Exhibit F of this Resolution, without the Zagster first returning to the Board of Public Works for approval. Exhibits A-F are attached hereto and incorporated herein.
- 3. Zagster agrees to maintain the bike share stations and keep them in a safe and attractive condition.
- 4. Zagster shall be responsible for the timely performance of all maintenance of the bike share stations and shall bear all expense regarding such maintenance.

- 5. All materials and labor necessary for the improvement and maintenance of the bike share stations are the sole responsibility of Zagster.
- 6. This Resolution is not intended to relieve Zagster of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
- 7. Zagster agrees that the only encroachments that may be installed in the right of way are those described herein. In the event Zagster wishes to install any further encroachment, Zagster must first obtain additional approval from the Board of Public Works.
- 8. Zagster 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. Zagster 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 Zagster, 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. Zagster 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 Zagster shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
- 11. In consideration for the use of the property, Zagster, for itself, its officers, directors, agents, employees, and members, 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. Zagster 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.

- 12. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Zagster; 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.
- 13. Nicholas Malone, Chief Financial Officer of Zagster, 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	Zagster, Inc.
Kyla Cox Deckard, President	Nicholas Malone, Chief Financial Officer
Dana Palazzo	Date
Beth H. Hollingsworth	-
Date	-

Date

Resolution 2018-33

STATE OF INDIANA	)
	) SS:
COUNTY OF MONROE	)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Nicholas Malone, Chief Financial Officer of Zagster, Inc., and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and officia	l seal	Notary Public Signature	
My Commission expires:			
County of Residence:			
STATE OF INDIANA COUNTY OF MONROE	)		
	) SS:		
COUNTY OF MONROE	)		
	•	Public in and for said county and state, personally and Beth H. Hollingsworth, members of the	
		nowledged the execution of the foregoing	
instrument this day of		e e e	
Witness my hand and officia	l seal	Notary Public Signature	
My Commission expires:			

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.



EXHIBIT A

INSTALL ADDITIONAL/NEW INLET JUST-SOUTH OF EXISTING WITH 2 of 12 PIPE.CONNECT NEW PIPE OJ ABOVE EXISTING PIPE TO NORTH REPLACE STR.(NO CURB BOX) NOTE: CONTRACTOR TO REMOVE CASTING AND VERIFY CONNECTIONS.




EXHIBIT D



EXHIBIT E



120 Scale: 1'' = 40'

For reference only; map information NOT warranted.

40

28 Mar 18

40

0

80





#### City of Bloomington Department of Public Works Planning and Transportation Department

### Agreement for Installation and Maintenance of Signage in the Public Right of Way

Specific location(s) for sign	age: A) NW Corne	er of Fourth	and Dunn ;	8)1	V Dunn between
Hickwood and 6th ;	SW Corner	of 6th	and Morter	", D	NW Lorner of
Grant and Kirkwood ; E	) W 6th St	at 6th	and college		, 
	9				

This Agreement between the City of Bloomington Department of Public Works and/or the Planning and Transportation Department (hereafter "City") and Zags fer, Inc. (hereinafter "Applicant") is to provide a means of

installing signage at the location(s) provided above.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Planning and Transportation Department.

The Applicant identified below shall obtain written approval from the City prior to purchasing the signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

Applicants wishing to install signs in the City's public right of way shall be required to install "public signs", as said term is defined by Title 20 of the Bloomington Municipal Code. The Applicant shall purchase the "public signs" and shall gift the said "public signs" to the City.

The sign(s) described above and the public right of way in which the sign(s) is/are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed "public sign(s)" is/are subject to the following requirements:

- Number: no more than Five (5) public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.

The Applicant agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of the City, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Applicant in its acts or omissions pursuant to this Agreement.

This Agreement is not valid and work is not permitted until signed and approved by the City.

#### The Applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said Agreement issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, Agreement conditions and state statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval.

Applicant Information: Zagster, Inc.	
Contact Person (Printed Name): MICHELAS	MALOUE
Contact Email: NMALONE@ Fogser, 100	Contact Phone No: $6179174913$
Signature:	Date: 4/11/18

#### **CITY OF BLOOMINGTON**

Adam Wason, Director Public Works Department		Date	
Kyla Cox Deckard, President Board of Public Works		Date	
Terri Porter, Director Planning and Transportation Department	Date		
Philippa M. Guthrie, Corporation Counsel		Date	



### Board of Public Works Staff Report

Project/Event: Lucity Asset Management System Web Interface Upgrade

#### Petitioner/Representative: Public Works Department

Staff Representative: Nate Nickel, Business & Data Manager

#### Meeting Date: April 17, 2018

The Public Works Department currently utilizes Lucity asset management software to monitor pavement condition data. It also allows for the tracking of a number of other street infrastructure data sets through work order fulfillments (i.e. traffic signal repairs, street sweeping events, pavement markings applied, street signs repaired/replaced and etc.). Additionally, the Facilities Maintenance Director expects to begin utilizing Lucity to conduct and record building condition surveys and analysis

The desktop version of Lucity software is currently being utilized by staff. This request is to upgrade to the Lucity web interface software version. The scope of work for this project will include an onsite business process review, remote configuration for web interface development, onsite training for City staff, remote follow-up training and project management.

Conducting this upgrade to the web interface version would provide several key advanatages:

- The current desktop version of the software that the City utilizes is considered to be a "legacy platform" by Lucity. It will eventually be phased out and replaced by the web version of the software in the near future.
- Because the desktop version is being phased out, the web version is where the majority of new Lucity software development efforts will occur. Future functionality and tools will almost always be supported in web version, but will not always be supported in desktop.
- Performing this update now will allow the City to stay ahead of the curve and take advantage of a timeframe that is more advantageous to current operations and staffing needs.
- The web version will allow staff better and more streamlined data entry options, plus is more user friendly for viewing and editing information.
- Configurable forms, custom field names and individually required fields all can be used to help better capture data for specific uses. Also, data in forms and views can display specific fields in a custom order to provide optimal, streamlined information.
- User-sensitive dashboards can be customized to deliver specific records and information to a group, role, or even user-by-user basis.

#### Quoted Price: \$14,050.00

Staff recommends awarding the contract to Lucity, who is a reputable and competent consultant, for the asset management system web upgrade in the amount of \$14,050.00. This project will be funded by the Public Works Department.

Recommend \_x\_Approval \_\_Denial by: Nate Nickel

Board of Public Works Staff Report

#### ARTICLES OF AGREEMENT

This Agreement between 'CITY OF BLOOMINGTON', as "CLIENT", and LUCITY, INC., as "CONTRACTOR".

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 100, Overland Park, KS 66212) owns certain software programs that are licensed under individual program titles which are known collectively as "*Lucity*™ *Software*"; and

Whereas, the CLIENT (located at **401 N. MORTON ST. BLOOMINGTON, IN, 47402**) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

#### SECTION I - SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity*<sup>™</sup> Software License Agreement attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

#### **SECTION II – SCOPE OF SERVICES**

The basic Scope of Services for the supply, implementation, support and maintenance of a **LUCITY WEB IMPLEMENTATION**, herein referred to as "PROJECT", is as follows:

- 1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
- 2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

#### SECTION III - RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

- 1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
- 2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
- 3. Bear all costs incident to compliance with the requirements of this Section III.

#### SECTION IV - SCHEDULE OF SERVICES

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

#### SECTION V - FEES AND PAYMENTS

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E". Invoices shall be due and payable to the CONTRACTOR within forty-five (45) days of each billing.

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than forty-five (45) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

#### SECTION VI - OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES

If mutually agreeable to all parties, the issuance of any resulting contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

#### SECTION VII - TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- C. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement shall then be considered terminated; the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

The Termination provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *Lucity*<sup>™</sup> software program

licenses.

#### SECTION VIII - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VIII are applicable to the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *Lucity*<sup>™</sup> software program licenses.

#### SECTION IX - GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel.
- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:

Exhibit "A"	-	Lucity™ Software License Agreement
Exhibit "B"	-	Schedule of Software
Exhibit "C"	-	Software Support and Maintenance Provisions
Exhibit "D"	-	Schedule of Services
Exhibit "E"	-	Schedule of Costs and Invoicing

#### SECTION X -- SUPPLEMENTARY CONDITIONS

The following supplementary conditions modify the Software License and Professional Services Agreement:

A. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY ("hereinafter CLIENT) 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.

CLIENT 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.

#### B. Verification of New 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 1, affirming that Contractor does not knowlingly 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 or its subcontractor. If 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.

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.	CITY OF BLOOMINGTON, INDIANA
By:	By: Kyla Cox Deckard
Title:	
Attest: By:	By: Philippa M. Guthrie Title <u>: Corporation Counse</u> l
Title:	By: Adam Wason Title: Director, Public Works Department

# ATTACHMENT 1

	"E-Verify AFFIDAVII"
STATE OF	)
	)SS:
COUNTY OF	)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the \_\_\_\_\_\_ of \_\_\_\_\_\_ (job title) (company name)
- 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	_)
· ·	said County and State, personally appeared nd 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:



Vendor	Invoice Description	Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program <b>010000 - Main</b>			
Account 43430 - Animal Adoption Fees			
Elizabeth Arthur	01-refund adoption fee-canine	04/20/2018	75.00
Pete Horn	01-refund adoption fee	04/20/2018	75.00
	Account 43430 - Animal Adoption Fee	es Totals 2	\$150.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-white board, markers	04/20/2018	178.63
5103 - Staples Contract & Commercial, INC	01-chair	04/20/2018	238.42
	Account 52110 - Office Supplie	es Totals 2	\$417.05
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-mop heads	04/20/2018	45.50
313 - Fastenal Company	01-paper towel dispensers, soap dispenser, paper towels	04/20/2018	532.79
313 - Fastenal Company	01-hand soap	04/20/2018	138.08
313 - Fastenal Company	01-eyewash-3/23/18	04/20/2018	71.81
313 - Fastenal Company	01-can liners-3/20/18	04/20/2018	26.70
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline prescription food	04/20/2018	113.78
4666 - Zoetis, INC	01-vaccintations	04/20/2018	1,106.75
4549 - Kroger Limited Partnership I	01-rabitt food	04/20/2018	4.96
	Account 52210 - Institutional Supplie	e <b>s</b> Totals 8	\$2,040.37
Account 52340 - Other Repairs and Maintenance			
6281 - C&T Design and Equipment Company, INC	01-dishwasher	04/20/2018	8,037.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	01-batteries for ACO radios	04/20/2018	343.50
	Account 52340 - Other Repairs and Maintenanc	e Totals 2	\$8,380.50
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/19-3/29/18	04/20/2018	1,260.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-ray, visit-3/22 & 3/27/18	04/20/2018	136.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter, biopsy of growths, spay surgeries-3/20/18	04/20/2018	266.00
	Account 53130 - Medica	al Totals 3	\$1,662.00



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-March 2018	04/10/2018	818.72
	Account 53530 - Water and Sewer Totals	1	\$818.72
Account 53610 - Building Repairs			
912 - Central Security Systems, INC	01-keypad removal	04/20/2018	150.00
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-adjust exterior door	04/20/2018	100.00
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-temporary cores & keys	04/20/2018	165.00
	Account 53610 - Building Repairs Totals	3	\$415.00
Account 54440 - Motor Equipment			
6070 - 72 Hour LLC (National Auto Fleet Group)	17 - ACO van	04/20/2018	33,235.10
6070 - 72 Hour LLC (National Auto Fleet Group)	17 - ACO van	04/20/2018	56,247.00
	Account 54440 - Motor Equipment Totals	2	\$89,482.10
	Program <b>010000 - Main</b> Totals	23	\$103,365.74
	Department 01 - Animal Shelter Totals	23	\$103,365.74
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Blake Bieniek	14-refund overpayment pkg citation #18200000439	04/20/2018	20.00
	Account 46060 - Other Violations Totals	1	\$20.00
Account 53210 - Telephone			
1079 - AT&T	02-Radio Circuits-phone charges 3/1-3/28/18-#812 R08-	04/10/2018	180.17
	Account 53210 - Telephone Totals	1	\$180.17
Account 53320 - Advertising			
323 - Hoosier Times, INC	02-asphalt bids 2018 public notices	04/20/2018	54.14
	Account 53320 - Advertising Totals	1	\$54.14
	Program <b>020000 - Main</b> Totals	3	\$254.31
	Department 02 - Public Works Totals	3	\$254.31
Department 03 - City Clerk			
Program 030000 - Main			
Account 53230 - Travel			



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
3560 - First Financial Bank / Credit Cards	03 - ILMCT Academy hotel	04/20/2018	364.00
3560 - First Financial Bank / Credit Cards	03 - ILMCT Academy hotel	04/20/2018	364.00
	Account 53230 - Travel Totals	2	\$728.00
	Program <b>030000 - Main</b> Totals	2	\$728.00
	Department 03 - City Clerk Totals	2	\$728.00
Department 04 - Economic & Sustainable Dev			
Program <b>040000 - Main</b>			
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 Hootsuite - BEAD Website Platform	04/20/2018	5.99
1051 - Bloomington Economic Development Corp	04 2018 State of the Bloomington Regional Economy	04/20/2018	500.00
	Account 53910 - Dues and Subscriptions Totals	2	\$505.99
Account 53970 - Mayor's Promotion of Business			
50722 - Bloomington Bagel Co., INC	04 - Coffee for Trades Dis/Dimension Mill groundbreaking	04/20/2018	73.80
788 - Bright Rental, LLC (Master Rental Center)	04 - Tent for Trades District/Dimension Mill Groundbreaking	04/20/2018	425.52
232 - Monroe County United Ministries INC	04 - Expansion Funds Compass Early Learning Center	04/20/2018	15,000.00
	Account 53970 - Mayor's Promotion of Business Totals	3	\$15,499.32
Account 53990 - Other Services and Charges			
6131 - Jane St John	04 - 2018 Consulting Contract	04/20/2018	5,397.50
	Account 53990 - Other Services and Charges Totals	1	\$5,397.50
	Program <b>040000 - Main</b> Totals	6	\$21,402.81
	Department 04 - Economic & Sustainable Dev Totals	6	\$21,402.81
Department 05 - Common Council			
Program <b>050000 - Main</b>			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	05-folders, pens, simply notes, card stock, display calculator	04/20/2018	58.36
	Account 52110 - Office Supplies Totals	1	\$58.36
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-3/5-4/4/18	04/20/2018	267.37
	Account 52410 - Books Totals	1	\$267.37
Account 53910 - Dues and Subscriptions			



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-Legal/Council payment	04/20/2018	304.87
	Account 53910 - Dues and Subscriptions Total	s 1	\$304.87
	Program <b>050000 - Main</b> Total	s 3	\$630.60
	Department 05 - Common Council Total	s 3	\$630.60
Department 06 - Controller's Office			
Program <b>060000 - Main</b>			
Account 53320 - Advertising			
323 - Hoosier Times, INC	06- Appendix C notice of Adoption 601	04/20/2018	17.71
	Account 53320 - Advertising Total	s 1 –	\$17.71
Account 53990 - Other Services and Charges			
54546 - Charles Y Coghlan, DMD (Office Easel)	18- Bicentennial Tree Medallions	04/20/2018	2,734.36
54546 - Charles Y Coghlan, DMD (Office Easel)	18- Bicentennial pint glasses	04/20/2018	1,603.56
5485 - Woody Warehouse Nursery, INC	18- Bicentennial tulip trees and native shrubs	04/20/2018	707.50
5 5.	Account 53990 - Other Services and Charges Total	s 3 —	\$5,045.42
	Program <b>060000 - Main</b> Total		\$5,063.13
	Department 06 - Controller's Office Total		\$5,063.13
Department 09 - CFRD			
Program <b>090000 - Main</b>			
Account 53230 - Travel			
7956 - Beverly Calendar Anderson	09-reimburse for travel to IDI Qualifying Seminar in	04/20/2018	1,207.35
3560 - First Financial Bank / Credit Cards	09-American Airlines-flight for BCA IDI certification	04/20/2018	515.61
	Account <b>53230 - Travel</b> Total		\$1,722.96
Account 53910 - Dues and Subscriptions			
891 - Lucy Schaich	09-1 year subscription-Animoto Professional	04/20/2018	99.00
	Account 53910 - Dues and Subscriptions Total		\$99.00
Account 53960 - Grants		5	\$77100
1138 - BCT Management, INC	09-CBVNfacility rental for Be More Awards	04/20/2018	700.00
	Account 53960 - Grants Total		\$700.00
	Program <b>090000 - Main</b> Total		\$2,521.96
	Department <b>09 - CFRD</b> Total		\$2,521.96
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		Payment	Invoice
Vendor	Invoice Description	Date	Amount
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	10-sticky notes, scissors, batteries, sign here tabs, vinyl glov	04/20/2018	63.20
	Account 52110 - Office Supplies Tota	ls 1	\$63.20
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-3/5-4/4/18	04/20/2018	1,069.49
	Account <b>52410 - Books</b> Tota	ls 1	\$1,069.49
Account 53120 - Special Legal Services			
330 - Ice Miller, LLP	10-Acquisition of IU Hospital Prop-services thru 3/15/18	04/20/2018	4,510.50
	Account 53120 - Special Legal Services Tota	ls 1	\$4,510.50
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	10-L. Allen-250 business cards	04/20/2018	56.41
	Account <b>53310 - Printing</b> Tota	ls 1	\$56.41
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-Legal/Council payment	04/20/2018	1,219.46
	Account 53910 - Dues and Subscriptions Tota		\$1,219.46
	Program <b>100000 - Main</b> Tota	ls 5	\$6,919.06
Program 101000 - Human Rights			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10 FFB Natn'I Employemtn Law McKinney seminar	04/20/2018	803.25
	Account 53160 - Instruction Tota	ls 1	\$803.25
	Program <b>101000 - Human Rights</b> Tota	ls 1	\$803.25
	Department <b>10 - Legal</b> Tota	ls 6	\$7,722.31
Department 11 - Mayor's Office			
Program <b>110000 - Main</b>			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	11-Flash Drives	04/20/2018	12.70
	Account 52110 - Office Supplies Tota	ls 1	\$12.70
Account 52420 - Other Supplies			



		Payment	Invoice
Vendor	Invoice Description	Date	Amoun
53442 - Paragon Micro, INC	11-monitor, etc for new Comms Director	04/20/2018	320.23
5081 - The MacExperience, INC	11-ethernet adapter for JH	04/20/2018	29.00
	Account 52420 - Other Supplie	es Totals 2	\$349.23
Account 53320 - Advertising			
9111 - Monroe County Fair Association	11-ad for Fair Book	04/20/2018	65.00
	Account 53320 - Advertisir	ng Totals 1	\$65.00
Account 53910 - Dues and Subscriptions			
5259 - Pacific & Southern Company, INC (Indy Star)	11-online Indy Star access April 2018	04/20/2018	4.99
	Account 53910 - Dues and Subscription	<b>ns</b> Totals 1	\$4.99
Account 53960 - Grants			
20295 - Humanetrix Foundation, INC	11-Innovation sponsorship of The Combine	04/20/2018	1,000.00
	Account 53960 - Gran	<b>ts</b> Totals 1	\$1,000.00
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	11-Innovation Navigator Workspace (Airtable)	04/20/2018	240.00
3560 - First Financial Bank / Credit Cards	11-Texit text message service for Innovation	04/20/2018	140.00
3560 - First Financial Bank / Credit Cards	11-Zapier automation software for Innovation	04/20/2018	600.00
3560 - First Financial Bank / Credit Cards	11-Speechmatics transcription for Innovation	04/20/2018	138.91
2541 - South Central Indiana Interpreting	11-interpretation of State of the City	04/20/2018	261.36
	Account 53990 - Other Services and Charge	es Totals 5	\$1,380.27
	Program <b>110000 - Ma</b>	<b>in</b> Totals 11	\$2,812.19
	Department 11 - Mayor's Office	e Totals 11	\$2,812.19
Department 12 - Human Resources			
Program <b>120000 - Main</b>			
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads Inv 33118	04/20/2018	213.62
	Account 53320 - Advertisir	ng Totals 1	\$213.62
Account 53990 - Other Services and Charges			
585 - Bloomington Public Transportation Corporation	12 Ridership for 1st quarter Inv 9874	04/20/2018	441.75
6099 - Safe Hiring Solutions	12 Background check Inv 126892	04/20/2018	240.80
	Account 53990 - Other Services and Charge	es Totals 2	\$682.55



Vendor	Invoice Description	Payment Date	Invoice Amount
Vendor	Invoice Description Program <b>120000 - Main</b> Tot		\$896.17
	Department <b>12 - Human Resources</b> Tot		\$896.17
Department 13 - Planning			<i><b>Q</b></i> <b>0</b> ,0,1,1
Program <b>130000 - Main</b>			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	13-Magazine storage holder	04/20/2018	14.99
5103 - Staples Contract & Commercial, INC	13-Magazine racks (Terri), sharpie pens, tape for label maker	04/20/2018	76.48
	Account 52110 - Office Supplies Tot	als 2	\$91.47
Account 52410 - Books			
3560 - First Financial Bank / Credit Cards	13-Design manual for bike traffic (CROWNetherlands)	04/20/2018	191.58
	Account 52410 - Books Tot	als 1	\$191.58
Account 52420 - Other Supplies			
5103 - Staples Contract & Commercial, INC	13-Double sided-plastic name placards (for Pat Martin)	04/20/2018	131.80
5103 - Staples Contract & Commercial, INC	13-Duracell Batteries (Size C)	04/20/2018	4.20
	Account 52420 - Other Supplies Tot	als 2	\$136.00
Account 53160 - Instruction			
121 - Eco Logic, LLC	13-Restoration for Wildlife Habitat_Blgtn Conf. (Linda	04/20/2018	46.73
	Account 53160 - Instruction Tot	als 1	\$46.73
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	13-Hotel Rooms (Andrew, Neil, Roy)_for Purdue Road School	04/20/2018	189.00
3560 - First Financial Bank / Credit Cards	13-Hotel Rooms (Andrew, Neil, Roy)_for Purdue Road School	04/20/2018	94.50
3560 - First Financial Bank / Credit Cards	13-Hotel Rooms (Andrew, Neil, Roy)_for Purdue Road School	04/20/2018	94.50
	Account 53230 - Travel Tot	als 3	\$378.00
Account 53990 - Other Services and Charges			
4408 - Environmental Systems Research Institute, INC ESRI	13-ArcGIS Desktop (P&T Staff)	04/20/2018	2,399.46
	Account 53990 - Other Services and Charges Tot	als 1	\$2,399.46
Account 54310 - Improvements Other Than Building			
6300 - Edward & Jones Concrete, INC		95 04/20/2018	37,715.00
	Account 54310 - Improvements Other Than Building Tot	_	\$37,715.00
	Program <b>130000 - Main</b> Tot	als 11	\$40,958.24



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
Department 10 Facilities Maintenance	Department 13	- Planning Totals 11	\$40,958.24
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies	10 Old mente for tailet kullagur flammen 4004 fluidreaster	04/00/0010	11.00
409 - Black Lumber Co INC	19-CH-parts for toilet-bullseye flapper, 400A fluidmaster		11.98
2480 - ECO Lighting Solutions, LLC	19-LED replacement fixtures	04/20/2018	2,615.00
	Account 52310 - Building Materials an	id Supplies lotais 2	\$2,626.98
Account 52430 - Uniforms and Tools		01/00/0010	5 40
394 - Kleindorfer Hardware & Variety	19-safety glasses	04/20/2018	5.49
	Account 52430 - Uniforms	s and Tools Lotals 1	\$5.49
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-March 2018	04/10/2018	922.51
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-March 2018	=	15.48
	Account 53530 - Water	and Sewer Totals 2	\$937.99
Account 53610 - Building Repairs			
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	19-City Hall-drying/clean up from roof leak	04/20/2018	611.78
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	19-City Hall-drying & clean up water damage due to roo	f 04/20/2018	5,021.64
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-remake of keys for various locations	04/20/2018	114.00
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-repair exterior door	04/20/2018	100.00
1537 - Indiana Door & Hardware Specialties, INC	19-City Hall-4 keys, AD1, made	04/20/2018	25.32
	Account 53610 - Buildi	ng Repairs Totals 5	\$5,872.74
Account 53650 - Other Repairs			
5187 - Green Dragon Lawn Care, INC	26-Surface Lots-snow events 1/12 & 1/15/18	BC 2018-80 04/20/2018	790.00
	Account 53650 - Oth	ner Repairs Totals 1	\$790.00
	Program <b>190</b>		\$10,233.20
	Department 19 - Facilities Ma	aintenance Totals 11	\$10,233.20
Department 28 - ITS			
Program 280000 - Main			
Account 52420 - Other Supplies			
5081 - The MacExperience, INC	28-Thunderbolt Ethernet Adapter	04/20/2018	29.00
• •	·		



	Payment	Invoice
Invoice Description	Date	Amount
Account 52420 - Other Supplies	Totals 1	\$29.00
28-ESRI Annual Maintenance Renewal-ITS portion	04/20/2018	5,434.25
28-Copier Maintenance-2/17-3/16/18	04/20/2018	2,339.14
28-TYLER CITIZEN TRANSPARENCY PORTAL-City portion	04/20/2018	15,000.00
Account 53640 - Hardware and Software Maintenance	Totals 3	\$22,773.39
28 - Basecamp Project Plan Subscription	04/20/2018	20.00
28-Lynda.com Pro	04/20/2018	3,400.00
Account 53910 - Dues and Subscriptions	Totals 2	\$3,420.00
Program 280000 - Main	Totals 6	\$26,222.39
Department 28 - ITS	Totals 6	\$26,222.39
•	-	\$222,811.05
01-neuter, biopsy of growths, spay surgeries-3/20/18	04/20/2018	543.92
01-surgeries-3/28/18	04/20/2018	405.82
01-office visit-3/29/18	04/20/2018	14.00
Account 53130 - Medical	- Totals 3	\$963.74
Program 400101 - Animal Medical Services	- Totals 3	\$963.74
01-medication-Gabapentin caps, Trazodone-3/26/18	04/20/2018	68.26
		151.88
	04/20/2018	142.14
	04/20/2018	8.88
•		148.23
	04/20/2018	31.32
	Account <b>52420 - Other Supplies</b> 28-ESRI Annual Maintenance Renewal-ITS portion 28-Copier Maintenance-2/17-3/16/18 28-TYLER CITIZEN TRANSPARENCY PORTAL-City portion Account <b>53640 - Hardware and Software Maintenance</b> 28 - Basecamp Project Plan Subscription 28-Lynda.com Pro Account <b>53910 - Dues and Subscriptions</b> Program <b>280000 - Main</b> Department <b>28 - ITS</b> Fund <b>101 - General Fund (S0101)</b> 01-neuter, biopsy of growths, spay surgeries-3/20/18 01-surgeries-3/28/18 01-office visit-3/29/18 Account <b>53130 - Medical</b>	Invoice DescriptionDateAccount 52420 - Other Supplies Totals128-ESRI Annual Maintenance Renewal-ITS portion04/20/201828-Copier Maintenance-2/17-3/16/1804/20/201828-TYLER CITIZEN TRANSPARENCY PORTAL-City portion04/20/2018Account 53640 - Hardware and Software Maintenance Totals328 - Basecamp Project Plan Subscription04/20/201828-Lynda.com Pro04/20/2018Account 53910 - Dues and Subscriptions Totals2Program 280000 - Main Totals6Department 28 - ITS Totals6Fund 101 - General Fund (S0101) Totals9301-neuter, biopsy of growths, spay surgeries-3/20/1804/20/201801-neuter, biopsy of growths, spay surgeries-3/20/1804/20/201801-surgeries-3/28/1804/20/201801-medication-Gabapentin caps, Trazodone-3/26/1804/20/201801-sanitizer-3/26/1804/20/201801-winyl exam gloves, hay-3/28/1804/20/201801-milk replacer-3/28/1804/20/201801-milk replacer-3/28/1804/20/201801-winyl exam gloves, hay-3/28/1804/20/201801-winyl exam gloves, hay-3/28/1804/20/201801-winyl exam gloves, hay-3/28/1804/20/2018<



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
453 - ULINE, INC	01-equipment organizers, spray bottles	04/20/2018	374.26
4549 - Kroger Limited Partnership I	01-rabbit food	04/20/2018	8.71
4549 - Kroger Limited Partnership I	01-rabitt food	04/20/2018	4.66
	Account 52210 - Institutional Supplies Totals	9	\$938.34
	Program 400102 - Animal Supplies Totals	9	\$938.34
	Department 06 - Controller's Office Totals	12	\$1,902.08
	Fund 103 - Restricted Donations Totals	12	\$1,902.08
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/20/2018	1,000.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/20/2018	1,518.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/20/2018	1,245.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/20/2018	1,081.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	4	\$4,844.00
	Program G17018 - Bloomington Wide Brownfields Totals	4	\$4,844.00
	Department 04 - Economic & Sustainable Dev Totals	4	\$4,844.00
	Fund 249 - Grants Non Approp Totals	4	\$4,844.00
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	09-sticks for signs used in the MLK Remembrance march	04/20/2018	19.98
	Account 52420 - Other Supplies Totals	1	\$19.98
	Program 090002 - Com Serv - MLK Comm Totals	1	\$19.98
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
4549 - Kroger Limited Partnership I	09-BCSWrefreshments for Women's Leadership	04/20/2018	41.25
	Account 52420 - Other Supplies Totals	1	\$41.25



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges		Date	Amount
199 - Monroe County Government	09-2018 WHM Lunchroom rental, catering, audio/visual	04/20/2018	12,955.80
	Account 53990 - Other Services and Charg		\$12,955.80
	Program 090003 - Com Serv - Status of Wom		\$12,997.05
Program 090004 - Com Serv- Accessibility			. ,
Account 53990 - Other Services and Charges			
64 - Monroe County Public Library	09-CCA-Vital Quiz Bowl Sponsorship	04/20/2018	160.00
5	Account 53990 - Other Services and Charc	<b>jes</b> Totals 1	\$160.00
	Program 090004 - Com Serv- Accessibil	· _	\$160.00
Program 090016 - Com Serv - Safe & Civil	C C	-	
Account 53990 - Other Services and Charges			
5862 - Bryan Mark C Peralta (Aloha Bloomington)	09-BHM Gala - photography - 2/24/18	04/20/2018	561.00
	Account 53990 - Other Services and Charg	<b>es</b> Totals 1	\$561.00
	Program 090016 - Com Serv - Safe & C	<b>ivil</b> Totals 1	\$561.00
Program <b>090018 - CBVN</b>			
Account 52420 - Other Supplies			
5932 - Indiana Bratworks (Board & Blade)	09-CBVN-Be More Awards reception trays (catering)	04/20/2018	1,345.00
891 - Lucy Schaich	09-1 year subscription-Animoto Professional	04/20/2018	99.00
5103 - Staples Contract & Commercial, INC	09-CBVN Be More Awards-paper products	04/20/2018	17.26
11693 - The Award Center, INC	09-BCSWBe More Awards recipient plaques	04/20/2018	440.00
3560 - First Financial Bank / Credit Cards	09-BaudvilleBe More Awards-certificate paper	04/20/2018	33.11
4549 - Kroger Limited Partnership I	09-Be More Awardsrefreshments and balloons	04/20/2018	31.77
4549 - Kroger Limited Partnership I	09-Be More Awardsrefreshments and balloons	04/20/2018	56.39
	Account 52420 - Other Suppl	ies Totals 7	\$2,022.53
Account 53990 - Other Services and Charges			
1267 - H Craig Brenner	09-CBVN-Be More Awards-Entertainment-3/27/18	04/20/2018	100.00
	Account 53990 - Other Services and Charge	<b>jes</b> Totals 1	\$100.00
	Program <b>090018 - CB</b>	VNI Totals 8	\$2,122.53



Vandar		Payment Date	Invoice
Vendor	Invoice Description		Amount
5103 - Staples Contract & Commercial, INC	09-100 purple pocket folders for DVC Spring Conference	04/20/2018	14.52
4549 - Kroger Limited Partnership I	09-snacks and refreshments for DVC Spring Conference	04/20/2018	101.75
4549 - Kroger Limited Partnership I	09-snacks and refreshments for DVC Spring Conference	04/20/2018	6.58
	Account 52420 - Other Supplies To		\$122.85
	Program 090023 - Monroe County Domestic Voilence To	_	\$122.85
	Department <b>09 - CFRD</b> To	_	\$15,983.41
	Fund <b>312 - Community Services</b> To	als 16	\$15,983.41
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53750 - Rentals - Other			
12283 - Smithville Communications	28-401 N Morton/ACC-internet services 4/1-4/30/18	04/10/2018	1,614.27
	Account 53750 - Rentals - Other To	als 1	\$1,614.27
	Program 254000 - Infrastructure To	als 1	\$1,614.27
Program 256000 - Services			
Account 53150 - Communications Contract			
12283 - Smithville Communications	28-401 N Morton/ACC-internet services 4/1-4/30/18	04/10/2018	1,136.00
	Account 53150 - Communications Contract To	als 1	\$1,136.00
	Program <b>256000 - Services</b> To	als 1	\$1,136.00
	Department <b>25 - Telecommunications</b> To		\$2,750.27
	Fund 401 - Non-Reverting Telecom (S1146) To		\$2,750.27
Fund 451 - Motor Vehicle Highway(S0708)	<b>3</b>		
Department <b>20 - Street</b>			
Program 200000 - Main			
Account 52110 - Office Supplies			
9523 - Freedom Business Solutions, LLC	20-Color LJ 4600/4650 Yellow Print Cartridge	04/20/2018	119.99
5103 - Staples Contract & Commercial, INC	20-binder clips, notepads	04/20/2018	11.05
5105 - Staples contract & commercial, INC	Account 52110 - Office Supplies To	-	\$131.04
Account 52210 - Institutional Supplies	Account 52110 - Onice Supplies 10		φ131.04
	20 compliant aloves marking point	01/20/2010	
313 - Fastenal Company	20-earplugs, gloves, marking paint	04/20/2018	35.97



		Paym	nent	Invoice
Vendor	Invoice Description	Date		Amount
313 - Fastenal Company	20-gloves, flexguard	04/20	0/2018	22.15
	Account 52210 - Institution	al Supplies Totals 2		\$58.12
Account 52330 - Street , Alley, and Sewer Materia	al			
334 - Irving Materials, INC	20-1201 E. 3rd St-Class A Stone Ash-1.75 cy-3/15/18	04/20	0/2018	177.63
334 - Irving Materials, INC	20-711 W. Rosewood-Class A Stone Ash-2.5 cy-3/9/18	04/20	0/2018	262.50
334 - Irving Materials, INC	20-2106 E. 2nd-Class A Stone Ash-9 cy-3/13/18	04/20	0/2018	945.00
334 - Irving Materials, INC	20-2nd & High-Class A Stone-4.50 cy-3/7/18	04/20	0/2018	472.50
334 - Irving Materials, INC	20-904 S. Westhill-Class A Stone Ash-3.5 cy-3/20/18	04/20	0/2018	367.50
334 - Irving Materials, INC	20-600 E. 2nd-Class A Stone Ash-6 cy-2/27/18	04/20	0/2018	609.00
19278 - Milestone Contractors, LP	20-Credit for Cold Mix Pricing- Inv. 115163	BC 2018-33 04/20	0/2018	(79.30)
19278 - Milestone Contractors, LP	20-Credit for pricing Cold Asphalt Mix-Inv. 115170	BC 2018-33 04/20	0/2018	(325.60)
19278 - Milestone Contractors, LP	20-surface-cold mix-cold mix-7.93 tons-2/26/18	BC 2018-33 04/20	0/2018	1,030.90
19278 - Milestone Contractors, LP	20-surface-cold mix-32.56 tons-2/21/18	BC 2018-33 04/20	0/2018	4,232.80
19278 - Milestone Contractors, LP	20-surface-cold mix/patching-43.50 tons-3/6-3/26/18	BC 2018-33 04/20	0/2018	3,982.50
	Account 52330 - Street , Alley, and Sew	er Material Totals 11		\$11,675.43
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	20-Sign/Signal materials-5/16-18X3 S/S HCS	04/20	0/2018	11.18
4519 - Osburn Associates, INC	20-Overlay Film (Brown & Black)	04/20	0/2018	1,764.00
603 - Traffic Control Corporation	20-Traffic signal supplies-LED 16" PED, H/M Cntdwn	04/20	0/2018	1,820.00
603 - Traffic Control Corporation	20-Traffic signal supplies-square, load switch, solid state	e flas 04/20	0/2018	5,346.00
3039 - Unistructural Support Systems, LTD	20-Sign Posts & Sleeves	04/20	0/2018	3,820.00
	Account 52340 - Other Repairs and M	aintenance Totals 5		\$12,761.18
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-4x10 PVC Sch 40 pipe, 4" corr. internal coupler	04/20	0/2018	20.97
409 - Black Lumber Co INC	20-3052 W. Ramble Road-treated mailbox post, screws	04/20	0/2018	35.98
409 - Black Lumber Co INC	20-pavement mkg-roller frames, roller refill, GL blue trat	fic 04/20	0/2018	59.93
409 - Black Lumber Co INC	20-adhesive for reflectors	04/20	0/2018	13.98
409 - Black Lumber Co INC	20-batteries for pagers (snow control)	04/20	0/2018	40.95
394 - Kleindorfer Hardware & Variety	20-line up tool punch	04/20	0/2018	18.99
394 - Kleindorfer Hardware & Variety	20-padlock for truck #410-fuel transfer tank lock	04/20	0/2018	12.29



		Payment	Invoice
Vendor	Invoice Description	Date	Amoun
6262 - Koenig Equipment, INC	20-Chainsaw parts for tree crew	04/20/2018	31.30
6262 - Koenig Equipment, INC	20-Chainsaw parts for tree crew	04/20/2018	19.93
53005 - Menards, INC	20-10' Handsplit Cedar Rail for 515 Meadowbrook repair	04/20/2018	27.98
	Account 52420 - Other Supplies	Totals 10	\$282.30
Account 53160 - Instruction			
4498 - American Public Works Association	20-APWA 2018 North American Snow Conf-VanDeventer	04/20/2018	290.00
4498 - American Public Works Association	20-APWA 2018 North American Snow Conf-Stinson	04/20/2018	250.00
4498 - American Public Works Association	20-APWA 2018 North American Snow Conf-Bitner	04/20/2018	250.00
4498 - American Public Works Association	20-APWA 2018 North American Snow Conf-J. Speer	04/20/2018	40.00
4498 - American Public Works Association	20-APWA 2018 North American Snow Conf-Arthur	04/20/2018	290.00
	Account 53160 - Instruction	Totals 5	\$1,120.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-March 2018	04/10/2018	161.43
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-March 2018	04/10/2018	26.14
	Account 53530 - Water and Sewer	Totals 2	\$187.57
Account 53630 - Machinery and Equipment Repairs			
2974 - MacAllister Machinery Co, INC	20-Preventative Maintenance on Caterpillar Paver	04/20/2018	7,884.71
	Account 53630 - Machinery and Equipment Repairs	Totals 1	\$7,884.71
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/28/18	04/20/2018	20.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/4/18	04/20/2018	22.00
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-4/4/18	04/20/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/28/18	04/20/2018	26.39
	Account 53920 - Laundry and Other Sanitation Services	Totals 4	\$95.38
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20-Disposal Fees for Debris-3/2/18	04/20/2018	27.80
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-dump fees for leafing-262 loads @ \$20.00/per load	04/20/2018	5,240.00
	Account 53950 - Landfill	Totals 2	\$5,267.80
Account 53990 - Other Services and Charges			
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-rolloff -3/15 & 3/19/18	04/20/2018	300.00



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
351 - Young Trucking, INC	20-truck & trailer/labor-move paver	04/20/2018	400.00
	Account 53990 - Other Services and Cl	narges Totals 2	\$700.00
	Program 200000	- Main Totals 46	\$40,163.53
	Department 20 -	Street Totals 46	\$40,163.53
	Fund 451 - Motor Vehicle Highway(S	0708) Totals 46	\$40,163.53
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program <b>260000 - Main</b>			
Account 43160 - Lot/Garage Leases - Annual			
Marvin D. Brown	26-Walnut St Garage parking refund for March 2018-	04/20/2018	67.00
	Account 43160 - Lot/Garage Leases - /	Annual Totals 1	\$67.00
Account 52310 - Building Materials and Supplies			
3397 - Evens Time, INC	26-Pkg Garages-proximity cards-200	04/20/2018	1,009.48
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-spray paint for graffiti, 3 kitchen brooms	04/20/2018	33.45
	Account 52310 - Building Materials and Su	<b>pplies</b> Totals 2	\$1,042.93
Account 52340 - Other Repairs and Maintenance			
4589 - STR Building Resources, LLC	26-Walnut St Garage-roof assessment	04/20/2018	750.00
	Account 52340 - Other Repairs and Mainte	nance Totals 1	\$750.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6249 - Desman, INC	26-Pkg Garages-pkg research/data review-serv thru 2/28/18	04/20/2018	5,275.00
	Account 53170 - Mgt. Fee, Consultants, and Work	shops Totals 1	\$5,275.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-March 2018	04/10/2018	24.32
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-March 2018	04/10/2018	38.91
	Account 53530 - Water and	Sewer Totals 2	\$63.23
Account 53610 - Building Repairs			
6378 - ANN-KRISS, LLC	26-4th St Garage-balance of garage door installation	BC 2018-02 04/20/2018	10,831.40
6378 - ANN-KRISS, LLC	26-4th St Garage-repair to roof (leak) of skywalk-4/4/18	BC 2017-64 04/20/2018	674.12
3397 - Evens Time, INC	26-Morton St Garage-reconnect parking computer	04/20/2018	460.00
227 - Otis Elevator Company	26-Walnut St Garage-service call-elevator door-3/7/18	04/20/2018	820.90



Invoice Date Range 04/10/18 - 04/20/18

Vendor	Invoice Description		Payment Date	Invoice Amount
227 - Otis Elevator Company	26-Morton St Garage-service call-elevator door-3/3/18		04/20/2018	2,795.68
227 - Otis Elevator Company	26-Walnut St Garage-elevator service repair-3/1/18		04/20/2018	717.20
	Account 53610 - Building	Renairs Totals	_	\$16,299.30
Account 53650 - Other Repairs			0	ψ10,277.00
6378 - ANN-KRISS, LLC	26-4th St Garage-emergency repair to steps	BC 2018-24	04/20/2018	288.16
	Account 53650 - Other		_	\$288.16
Account 53840 - Lease Payments			I	φ200.10
512 - 7th & Walnut , LLC	26-Walnut St Garage-May 2018 garage rent		04/20/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-May 2018 garage rent		04/20/2018	36,405.49
3007 - Mercury Development Group, ELC	Account 53840 - Lease P	avmonte Totale	_	\$55,165.47
Account 53940 - Temporary Contractual Employee	Account <b>53640 - Lease P</b> a	ayments rotais	Z	\$55,165.47
5187 - Green Dragon Lawn Care, INC	26-Pkg Garages-snow event for 3/21/18	BC 2017-80	04/20/2019	690.00
5187 - Green Dragon Lawn Care, INC	26-Pkg Garages-snow events 1/12, 1/15, 1/17 & 1/24/18			3,285.00
6	5 5	BC 2017-80 BC 2017-80		-
5187 - Green Dragon Lawn Care, INC	26-Pkg Garages-de-ice and plowing garage rooftops			1,400.00 \$5,375.00
	Account 53940 - Temporary Contractual E		_	-
	Program 26000		_	\$84,326.09
	Department <b>26</b> -	-		\$84,326.09
	Fund 452 - Parking Facilities	(39502) Totals	19	\$84,326.09
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program <b>020000 - Main</b>				
Account 46060 - Other Violations				
Eustaquio Revolorio	14-refund overpayment pkg citation #18200201267		04/20/2018	20.00
	Account 46060 - Other V	iolations Totals	1	\$20.00
Account 54310 - Improvements Other Than Building				
6300 - Edward & Jones Concrete, INC	13-Kinser Pike Sidewalks-Inv. date 3/23/18		04/20/2018	50,401.33
18844 - First Financial Bank, N.A.	13-Kinser Pike Sidewalks-Escrow	BC 2017-95	_	6,752.70
	Account 54310 - Improvements Other Than	-	_	\$57,154.03
	Program <b>02000</b>		_	\$57,174.03
	Department <b>02 - Publ</b>	<b>ic Works</b> Totals	3	\$57,174.03



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
	Fund 454 - Alternative Transp	ort(S6301) Totals 3	\$57,174.03
Fund 601 - Cum Cap Development(S2391)			
Department 02 - Public Works			
Program <b>020000 - Main</b>			
Account 52330 - Street , Alley, and Sewer Material			
50944 - Cargill Deicing Techno	20-de-icing salt-78.08 tons-1/9/18	BC 2017-30 04/20/2018	6,241.72
50944 - Cargill Deicing Techno	20-de-icing salt-26.29 tons-1/9/18	BC 2017-30 04/20/2018	2,101.62
	Account 52330 - Street , Alley, and Sew	ver Material Totals 2	\$8,343.34
Account 53110 - Engineering and Architectural			
399 - American Structurepoint, INC	13-Adams (Kirkwood to Patterson)-2/1-2/28/18	04/20/2018	16,688.00
	Account 53110 - Engineering and A	rchitectural Totals 1	\$16,688.00
Account 54310 - Improvements Other Than Building			
399 - American Structurepoint, INC	13-Blgtn On-Call Signal Traffic Eng. Serv-2/1-2/28/18	04/20/2018	1,703.59
6300 - Edward & Jones Concrete, INC	13-Kinser Pike Sidewalks-Inv. date 3/23/18	BC 2017-95 04/20/2018	40,185.02
4506 - TAPCO (Traffic and Parking Control Co INC)	13-Traffic Calming (Bike/Ped traffic materials_Beth)	04/20/2018	2,803.62
	Account 54310 - Improvements Other Th	an Building Totals 3	\$44,692.23
	Program <b>020</b>	0000 - Main Totals 6	\$69,723.57
	Department 02 - P	ublic Works Totals 6	\$69,723.57
	Fund 601 - Cum Cap Developm	ent(S2391) Totals 6	\$69,723.57
Fund <b>730 - Solid Waste (S6401)</b>			
Department 16 - Sanitation			
Program <b>160000 - Main</b>			
Account 52230 - Garage and Motor Supplies			
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-oil dry-10-3/21/18	04/20/2018	80.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-oil dry-10-3/21/18	04/20/2018	80.00
	Account 52230 - Garage and Mot	or Supplies Totals 2	\$160.00
Account 52420 - Other Supplies	_		
313 - Fastenal Company	16-oil dry pad	04/20/2018	61.19
	Account 52420 - Oth	er Supplies Totals 1	\$61.19
Account 53130 - Medical			



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
231 - Indiana University Health Bloomington, INC	16-J. McIntire-Drug screen DOT 5 Panel E Screen	04/20/2018	45.00
	Account 53130 - Medical Tota	s 1	\$45.00
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	16-R. Carter-250 business cards	04/20/2018	56.41
	Account 53310 - Printing Tota	s 1	\$56.41
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Sanitation Dept-water/sewer bill-March 2018	04/10/2018	84.38
	Account 53530 - Water and Sewer Tota	s 1	\$84.38
Account 53610 - Building Repairs			
1537 - Indiana Door & Hardware Specialties, INC	19-Sanitation-door closer and lockset installed	04/20/2018	447.00
	Account 53610 - Building Repairs Tota	s 1	\$447.00
Account 53920 - Laundry and Other Sanitation Services	5		
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/28/18	04/20/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/28/18	04/20/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-4/4/18	04/20/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/4/18	04/20/2018	7.49
	Account 53920 - Laundry and Other Sanitation Services Tota	s 4 –	\$78.72
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/1-3/14/18	04/20/2018	9,227.20
	Account 53950 - Landfill Tota	s 1 –	\$9,227.20
	Program <b>160000 - Main</b> Tota	s 12 –	\$10,159.90
	Department 16 - Sanitation Tota	s 12 –	\$10,159.90
	Fund 730 - Solid Waste (S6401) Tota	s 12 -	\$10,159.90
Fund 800 - Risk Management (S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-D. O'Brien-safety shoes	04/20/2018	100.00
	Account 52430 - Uniforms and Tools Tota	s 1 –	\$100.00
Account 53130 - Medical			



Vendor	Invoice Description	Payment Date	Invoice Amount
6433 - Larry Dean Armes	10-L. Ames-2018 CDL Physical Exam	04/20/2018	90.00
0455 - Larry Dean Armes	Account 53130 - Medical Tota	_	\$90.00
Account 53420 - Worker's Comp & Risk			\$70.00
2618 - Southeastern Indiana Health Operations, INC	12 TTD Wages (B Hash) Inv 201842	04/11/2018	778.80
	Account 53420 - Worker's Comp & Risk Tota	-	\$778.80
	Program 100000 - Main Tota		\$968.80
	Department <b>10 - Legal</b> Tota		\$968.80
	Fund 800 - Risk Management(S0203) Tota	-	\$968.80
Fund 801 - Health Insurance Trust			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-April2018 Cigna Dental & Vision \$8,809.07	04/20/2018	2,121.00
18539 - Life Insurance Company Of North America	12-March 2018 LINA \$33,250.66	04/20/2018	4,159.90
	Account 53990 - Other Services and Charges Tota	ls 2	\$6,280.90
Account 53990.1278 - Other Services and Charges	Disability LTD		
18539 - Life Insurance Company Of North America	12-March 2018 LINA \$33,250.66	04/20/2018	6,437.40
	Account 53990.1278 - Other Services and Charges Disability LTD Tota	lls 1	\$6,437.40
	Program <b>120000 - Main</b> Tota	ls 3	\$12,718.30
	Department 12 - Human Resources Tota	ls 3	\$12,718.30
	Fund 801 - Health Insurance Trust Tota	ls 3	\$12,718.30
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires	04/20/2018	506.00
4693 - Monroe County Tire & Supply, INC	17-tires	04/20/2018	270.50
4693 - Monroe County Tire & Supply, INC	17-tires	04/20/2018	541.00
	Account 52230 - Garage and Motor Supplies Tota	ls 3	\$1,317.50
Account 52240 - Fuel and Oil			



		Payment	Invoice	
Vendor	Invoice Description	Date	Amount	
613 - Hoosier Penn Oil Company, INC	17-oil and fluids	04/20/2018	1,197.02	
	Account 52240 - Fuel and Oil	Totals 1	\$1,197.02	
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-Fleet Maint-flourescent lamps	04/20/2018	91.20	
394 - Kleindorfer Hardware & Variety	19-Fleet Maint-sign for fire extinguisher	04/20/2018	6.49	
	Account 52310 - Building Materials and Supplies	Totals 2	\$97.69	
Account 52320 - Motor Vehicle Repair				
409 - Black Lumber Co INC	17-misc parts	04/20/2018	3.49	
409 - Black Lumber Co INC	17-misc parts	04/20/2018	5.99	
244 - Bloomington Ford, INC	17-misc parts	04/20/2018	80.36	
244 - Bloomington Ford, INC	17-misc parts	04/20/2018	16.33	
244 - Bloomington Ford, INC	17-misc parts	04/20/2018	89.70	
244 - Bloomington Ford, INC	17-misc parts	04/20/2018	51.52	
5481 - Bright Equipment, INC (BobCat of Indy)	17-#868 throttle assy	04/20/2018	176.99	
941 - Central Indiana Truck Equipment Corporation	17-stk/951 clips and tipper valve	04/20/2018	183.62	
4335 - Circle Distributing, INC	17-misc parts	04/20/2018	60.54	
4335 - Circle Distributing, INC	17-misc parts	04/20/2018	80.29	
4466 - Clarke Power Services, INC	17-#335 plug and seal	04/20/2018	21.31	
4387 - Force America Distributing, LLC	17-#431 battery and pcb assy	04/20/2018	1,369.16	
480 - Hall Signs INC	17 - 10.5" City Seals	04/20/2018	315.44	
4439 - JX Enterprises, INC	17-#431 crankcase, sensor and core credit	04/20/2018	(364.90)	
4439 - JX Enterprises, INC	17- #951 fan clutch assy	04/20/2018	1,475.00	
4439 - JX Enterprises, INC	17-#442 sensor	04/20/2018	481.99	
4439 - JX Enterprises, INC	17-parts return credit	04/20/2018	(101.99)	
394 - Kleindorfer Hardware & Variety	17-misc parts	04/20/2018	5.35	
7570 - KNJ, LLC (Quality Collision)	17-#599 replace all hinges on both doors-labor & parts	04/20/2018	438.57	
2974 - MacAllister Machinery Co, INC	17-#676 fuel pump	04/20/2018	144.88	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - March Statement - parts for various vehicles & supplies	04/20/2018	5,699.03	
337 - Stansifer Radio Co, INC	17-#431 battery	04/20/2018	2.53	
54351 - Sternberg, INC	17-misc parts	04/20/2018	85.07	



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
6216 - Terminal Supply, INC	17-stock led mini light bars	04/20/2018	264.00
6216 - Terminal Supply, INC	17-stock led mini light bars	04/20/2018	48.92
950 - Tri-State Bearing Co, INC	17-#464 chain	04/20/2018	48.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - repairs to rental truck - labor & parts	04/20/2018	410.60
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#678 block heater, cord, plug	04/20/2018	96.63
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 door handle	04/20/2018	28.70
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#950 valve	04/20/2018	54.47
4398 - TruckPro Holding Corporation	17-#243 power interter	04/20/2018	298.37
4398 - TruckPro Holding Corporation	17-#335 brake kit	04/20/2018	260.54
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-STOCK PIGTAILS	04/20/2018	14.85
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-ALTERNATOR	04/20/2018	795.00
816 - Vermeer Of Indiana, INC	17-#472 throttle cables	04/20/2018	78.06
2096 - West Side Tractor Sales Co.	17-#456 pins and snap rings	04/20/2018	320.13
	Account 52320 - Motor Vehicle Repair To	tals 36	\$13,038.54
Account 52420 - Other Supplies			
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - March Statement - parts for various vehicles & supplies	04/20/2018	1,430.56
6216 - Terminal Supply, INC	17-drill bits	04/20/2018	169.00
	Account 52420 - Other Supplies To	tals 2	\$1,599.56
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-March 2018	04/10/2018	115.10
	Account 53530 - Water and Sewer To	tals 1	\$115.10
Account 53610 - Building Repairs			
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	) 19-Fleet Maint-repair overhead door	04/20/2018	1,220.00
	Account 53610 - Building Repairs To	tals 1	\$1,220.00
Account 53620 - Motor Repairs			
4474 - Ken's Westside Service & Towing, LLC	17-towing	04/20/2018	100.00
7570 - KNJ, LLC (Quality Collision)	17-#599 replace all hinges on both doors-labor & parts	04/20/2018	1,292.50
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - repairs to rental truck - labor & parts	04/20/2018	2,093.60
	Account 53620 - Motor Repairs To	_	\$3,486.10
Account 53650 - Other Repairs			



Vendor	Invoice Description	Payment Date	Invoice Amount
3286 - Peacetree, INC (PEI Maintenance)	Invoice Description 17 - Repairs to fuelmaster	04/20/2018	696.00
5200 - Teacerree, INC (ET Maintenance)	Account <b>53650 - Other Repairs</b> Total	-	\$696.00
Account 53920 - Laundry and Other Sanitation Service		5 1	\$070.00
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/20/2018	11.04
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/20/2018	69.73
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/20/2018	75.71
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	04/20/2018	74.93
	Account 53920 - Laundry and Other Sanitation Services Total	_	\$231.41
Account 53990 - Other Services and Charges	•		
3560 - First Financial Bank / Credit Cards	17 - Title fees for new vehicles	04/20/2018	30.00
3560 - First Financial Bank / Credit Cards	17 - Title fees for new vehicles	04/20/2018	30.00
	Account 53990 - Other Services and Charges Total	s 2 –	\$60.00
	Program <b>170000 - Main</b> Total	s 56 –	\$23,058.92
	Department <b>17 - Fleet Maintenance</b> Total	s 56 –	\$23,058.92
	Fund 802 - Fleet Maintenance(S9500) Total	s 56 –	\$23,058.92
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program <b>120000 - Main</b>			
Account 53990.1241 - Other Services and Charges Vision	on		
3977 - Cigna Health & Life Insurance Company	12-April2018 Cigna Dental & Vision \$8,809.07	04/20/2018	6,688.07
	Account 53990.1241 - Other Services and Charges Vision Total	s 1	\$6,688.07
Account 53990.1271 - Other Services and Charges Sec	tion 125 - URM- City		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/10/2018	50.00
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/11/2018	199.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/12/2018	447.86
Account 5	3990.1271 - Other Services and Charges Section 125 - URM- City Total	s 3	\$697.50
Account 53990.1272 - Other Services and Charges Sec	tion 125 - DDC- City		
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2018	04/10/2018	150.00
Account 5	33990.1272 - Other Services and Charges Section 125 - DDC- City Total	s 1	\$150.00
Account 53990.1273 - Other Services and Charges Terr	n Life		



		Payment	Invoice
Vendor	Invoice Description	Date	Amount
18539 - Life Insurance Company Of North America	12-March 2018 LINA \$33,250.66	04/20/2018	14,490.09
	Account 53990.1273 - Other Services and Charges Term Life Totals	1	\$14,490.09
Account 53990.1277 - Other Services and Charges Di	sability STD		
18539 - Life Insurance Company Of North America	12-March 2018 LINA \$33,250.66	04/20/2018	8,163.27
	Account 53990.1277 - Other Services and Charges Disability STD Totals	1	\$8,163.27
Account 53990.1281 - Other Services and Charges Se	ection 125 - URM- Util		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/10/2018	128.05
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	04/11/2018	45.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/12/2018	42.26
Account	t 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	3	\$215.31
Account 53990.1283 - Other Services and Charges He	ealth Savings Account		
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	04/12/2018	16,683.51
Account	53990.1283 - Other Services and Charges Health Savings Account Totals	- 1 - 1	\$16,683.51
	Program <b>120000 - Main</b> Totals	- 11	\$47,087.75
	Department 12 - Human Resources Totals	11	\$47,087.75
	Fund 804 - Insurance Voluntary Trust Totals	11	\$47,087.75
Fund 921 - Industrial DevelopmentCREDThomsn			
Department 11 - Mayor's Office			
Program <b>110000 - Main</b>			
Account 53990 - Other Services and Charges			
9217 - Cook Group, INC (Cook Pharmica)	04 Economic Development Financial Agreement final payout	04/20/2018	250,000.00
	Account 53990 - Other Services and Charges Totals	1	\$250,000.00
	Program <b>110000 - Main</b> Totals	1	\$250,000.00
	Department 11 - Mayor's Office Totals	1	\$250,000.00
	Fund 921 - Industrial DevelopmentCREDThomsn Totals	1	\$250,000.00
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
2671 - Hannum, Wagle & Cline Engineering	13-Ped Safety/Access-Signal Intersections-1/29-2/25/18	04/20/2018	1,427.02



Invoice Date Range 04/10/18 - 04/20/18

Vendor	Invoice Description		Payment Date	Invoice Amount
	Account 54510 - Other Ca	pital Outlays Totals	1	\$1,427.02
	Program 06016B - 2016 B Ped/Signal.	/Intersection Totals	1	\$1,427.02
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson St Sidepath-Inv. date 3/23/18	BC 2017-26	04/20/2018	3,863.75
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Ave Sidepath-Inv. date 3/23/18	BC 2017-27	04/20/2018	3,284.75
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 3/23/18	BC 2017-28	04/20/2018	5,978.00
	Account 54310 - Improvements Other 1	<b>han Building</b> Totals	3	\$13,126.50
	Program <b>06016D - 2016 D M</b> u	<b>ilti Use Paths</b> Totals	3	\$13,126.50
	Department 06 - Contr	roller's Office Totals	4	\$14,553.52
	Fund <b>978 - City 2016 GO B</b>	ond Proceeds Totals	4	\$14,553.52

\$858,225.22

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# Board of Public Works Claim Register Invoice Date Range 03/26/18 - 03/26/18

Bank Fees Feb 2018

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										
rogram <b>010000 - Main</b>										
Account <b>53830 - Bank Charges</b> 18844 - First Financial Bank, N.A.		06-Dept Cc 02-18	Paid by EFT #		03/26/2018	03/26/2018	03/26/2018		03/26/2018	5.00
	18		22386	Account !	53830 - Bank	Charges Totals	In	voice Transactions	1	\$5.00
				P	rogram <b>01000</b>	0 - Main Totals	In	voice Transactions	1	\$5.00
				Departme	nt <b>01 - Animal</b>	Sheiter Totals	In	voice Transactions	1	\$5.00
Pepartment 02 - Public Works										
rogram 020000 - Main ccount 53830 - Bank Charges										
8844 - First Financial Bank, N.A.	06-Dept CC 02- 18	06-Dept Cc 02-18	Paid by EFT # 22386		03/26/2018	03/26/2018	03/26/2018		03/26/2018	16.64
	10		22300	Account !	53830 - Bank	Charges Totals	In	voice Transactions	1	\$16.64
				F	rogram <b>02000</b>	0 - Main Totals	In	voice Transactions	1	\$16.64
				Departn	nent 02 - Publi	c Works Totals	In	voice Transactions	1	\$16.64
epartment 06 - Controller's Office										
rogram 060000 - Main Account 53830 - Bank Charges										
8844 - First Financial Bank, N.A.	06-Dept CC 02- 18	06-Dept Cc 02-18	Paid by EFT # 22386		03/26/2018	03/26/2018	03/26/2018		03/26/2018	5.00
	10		22500	Account	53830 - Bank	Charges Totals	In	voice Transactions	1	\$5.00
				F	rogram <b>06000</b>	0 - Main Totals	In	voice Transactions	1	\$5.00
				Department (	6 - Controller	's Office Totals	In	voice Transactions	1	\$5.00
Department 13 - Planning										
Program 130000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.		06-Dept Cc 02-18	Paid by EFT #		03/26/2018	03/26/2018	03/26/2018		03/26/2018	5.00
	18		22386	Account	53830 - Bank	Charges Totals	In	voice Transactions	1	\$5.00
				F	Program 13000	0 - Main Totals	In	voice Transactions	1	\$5.00
				De	partment 13 - F	Planning Totals	In	voice Transactions	1	\$5.00
				Fund 101 -	General Fund	(50101) Totals	In	voice Transactions	4	\$31.64
und 452 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main Account 53830 - Bank Charges										
8844 - First Financial Bank, N.A.		26-GaragWeb Feb 2018			03/26/2018	03/26/2018	03/26/2018		03/26/2018	1,838.02
	18		22384	Account	53830 - Bank	Charges Totals	In	voice Transactions	1 .	\$1,838.02
				F	rogram 26000	0 - Main Totals	In	voice Transactions	1	\$1,838.02
				D	epartment 26 -	Parking Totals	In	voice Transactions	1	\$1,838.02
				Fund <b>452 - Par</b>	king Facilities	(S9502) Totals	In	voice Transactions	1 .	\$1,838.02
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.		06-Dept Cc 02-18	Paid by EFT #		03/26/2018	03/26/2018	03/26/2018		03/26/2018	8.31
	18		22386	Account	53830 - Bank	Charges Totals	In	voice Transactions	1 .	\$8.31
						0 - Main Totals	In	voice Transactions	1 .	\$8.31
				Departr	ment 02 - Publi	ic Works Totals	In	voice Transactions	1	\$8.31
			Fur	nd 454 - Alterna	tive Transport	(S6301) Totals	In	voice Transactions	1 .	\$8.31
						Grand Totals	In	voice Transactions	12	\$1,877.97



Invoice Date Range 04/04/18 - 04/04/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main										
Account 53520 - Street Lights / Traffic Sign 223 - Duke Energy	81603883012-	20-Country	Paid by Check #	#	04/04/2018	04/04/2018	04/04/2018		04/04/2018	3.84
225 - Duke Lindigy	3/18	Club/Sunflower-electric	67590		,,	• • • • • •	• ., • ., =• =•		0.70.72010	5.04
223 - Duke Energy	12403886015- 3/18	20-912 S. Walnut Street- electric bill 2/26-3/27/18	Paid by Check # 67589	¥	04/04/2018	04/04/2018	04/04/2018		04/04/2018	9.65
	0,20			53520 - Street	Lights / Traffic	Signals Totals	Ir	voice Transactions	5 2	\$13.49
					Program 20000	<b>0 - Main</b> Totals	Ir	voice Transactions	5 2	\$13.49
					Department 20	- Street Totals	Ir	voice Transactions	5 2	\$13.49
			Fund	d <b>450 - Local</b> R	oad and Street	( <b>S0706)</b> Totals	Ir	voice Transactions	5 2	\$13.49
Fund <b>454 - Alternative Transport(S6301)</b> Department <b>02 - Public Works</b> Program <b>020000 - Main</b> Account <b>53210 - Telephone</b>										
1838 - Verizon Wireless	9804086444	14-Pkg Enf. Officers- phone charges 2/24-	Paid by Check # 67591	<b>#</b>	04/04/2018	04/04/2018	04/04/2018		04/04/2018	8.09
		priorie enarges z/z /	0,001	Acco	ount <b>53210 - Te</b>	lephone Totals	Ir	voice Transactions	5 1	\$8.09
					Program 02000	<b>0 - Main</b> Totals	Ir	voice Transactions	5 <b>1</b>	\$8.09
				Depart	ment <b>02 - Publi</b>	<b>c Works</b> Totals	Ir	voice Transactions	5 <b>1</b>	\$8.09
			Fun	nd 454 - Alterna	ative Transport	(S6301) Totals	Ir	voice Transactions	5 1	\$8.09
						Grand Totals	Ir	voice Transactions	5 5	\$21.58

#### **REGISTER OF SPECIAL CLAIMS**

#### Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
3/26/2018	Bank Fees				1,877.97
4/20/2018	Claims				858,225.22
4/4/2018	Sp Utility Cks				21.58
	Woodlawn Ave				
	Month Of April HSA/Wor	kComp/MT & Gym/	CIGNA		
	·				860,124.77
		ALLOWANCE O			
claims, and ex total amount o	nined the claims listed on the ccept for the claims not allowed of \$860,124.77 day of ye	ed as shown on the r		ereby allowed in the	
		······			
		······			
	y that each of the above listed	voucher(s) or bill(s)	is (are) true and correct a	and I have audited same in	1
accordance w	vith IC 5-11-10-1.6.				

Fiscal Office\_\_\_\_\_