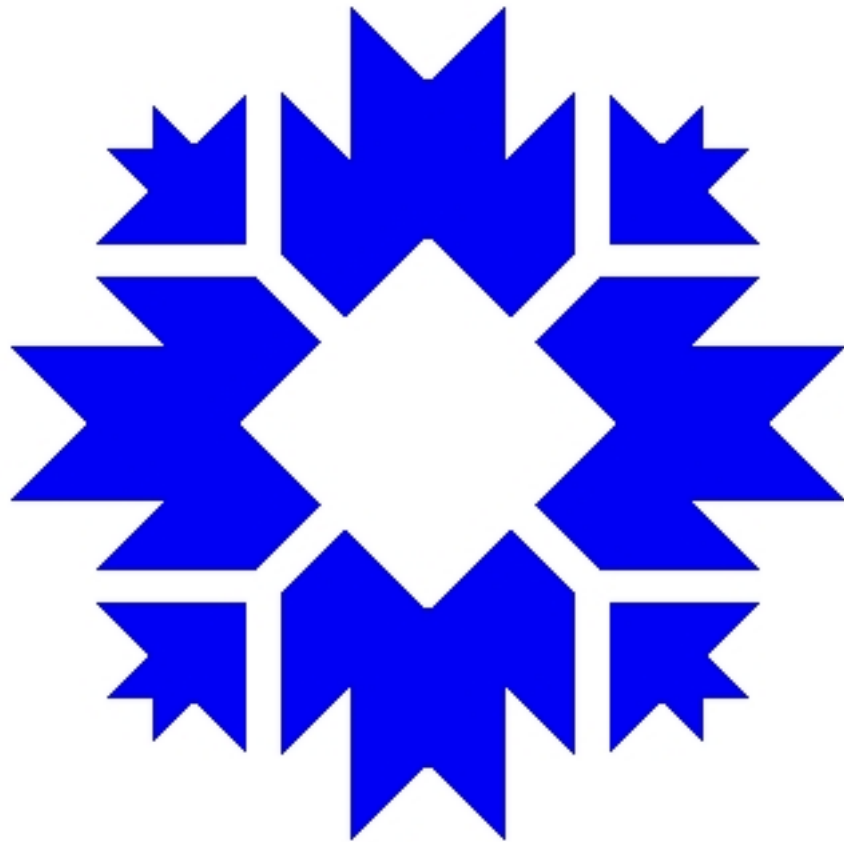


Board of Public Works Meeting

June 12, 2018



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, June 12, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS

1. Open Sealed Bids for Structural Shoring of the 4th Street Garage

IV. HEARING ON EXCESSIVE GROWTH APPEAL

1. Appeal of Excessive Growth Citation #40359, #40363, & #40364 at 2611 E. Roundhill Lane

V. TITLE VI VIOLATIONS

1. Permission to Abate 2611 E. Roundhill Lane
2. Permission to Abate 161 E. Kennedy Court
3. Permission to Abate 3300 S. Walnut Street Pike

VI. CONSENT AGENDA

1. Approval of Minutes – None
2. Resolution 2018-52: Use of Public Streets for the 4th of July Parade (Wednesday, 7/4)
3. Resolution 2018-53: Use of Public Street for IU Welcome Back Block Party and Concert (Saturday, 8/18-Sunday, 8/19)
4. Resolution 2018-54: Use of Public Street for IU Union Board Student Involvement Fair (Monday, 8/20)
5. Resolution 2018-55: Use of Public Street, Sidewalk, & Parking Spaces for Bloomington Boogies (Sunday, 8/12)
6. Resolution 2018-56: Permission to Renew License to Operate in the Public Right of Way with Push Cart (Jordan Davis-The Chocolate Moose)
7. Resolution 2018-57: Declare Personal Property Owned by the City of Bloomington as Surplus and Authorize Items to be Sold at Auction
8. Approve Addendum #1 to Auction Services Contract with Haley Auction Service
9. Approve Outdoor Lighting Service Agreements with Duke Energy
10. Approval of Payroll

VII. NEW BUSINESS

1. Resolution 2018-59: Approve 2nd Amended and Restarted Agreement and Declaration of Trust of the AIM Medical Trust
2. Approve Agreement for Installation of Lower Grid Ceiling with General Interiors at Fire Station #4 for the Locution Alert System Project
3. Approve Memorandum of Understanding for Jordan Culvert Reconstruction Project (2nd Street through 4th Street)
4. Resolution 2018-58: Permission to Encroach into the Public Right of Way with Retaining Wall at 2038 N. Walnut Street
5. Approve Agreement with Everywhere Signs for the Removal of the 4th Street Garage Park Sign
6. Award Structural Shoring Services Contract

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

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

STAFF REPORT
Appeal of Excessive Growth NOV Tickets #40359, 40363, 40364

Appellant Information:

Alex Gul

2611 E. Roundhill Lane
Bloomington, IN 47401

Date Appealed: June 5, 2018

NOV Information:

Issued: #40359: May 29, 2018

#40363: May 30, 2018

#40364: May 31, 2018

By: Norman Mosier, Compliance Officer

Place: 2611 E. Roundhill Lane

Bloomington, IN 47401

For: Excessive Growth

Attachments:

1. Notices of Violation
2. Mr. Alex Gul's Appeal w/attachments
3. Letter to Mr. Gul from Attorney Chris Wheeler dated August 16, 2017
4. Proposed Order

Controlling Ordinance Language:

BMC § 6.06.050 – Excessive Growth.

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

A weed is defined by BMC § 6.06.010 as “any plant or vegetation classified as a detrimental plant, invasive plant or noxious weed by either the state under authority of IC 15, entitled Agriculture and Animals, or the United States government in accordance with 7 USC 7701. The term shall also include the vegetation listed in Section 20.05.059 of the Bloomington Municipal Code.

BMC § 6.06.070 - Enforcement procedures.

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

Compliance Officer Description:

Neighborhood Compliance Officer Norman Mosier personally inspected Mr. Gul's property located at 2611 E. Roundhill Lane, Bloomington, IN (the "Property") and observed weeds, grass and noxious plants growing on the Property in excess of eight inches in height. Mr. Mosier also had Linda Thompson, Senior Environmental Planner with the City of

Bloomington Planning & Transportation Department, inspect the Property and she verified the presence of weeds, grass and noxious plants growing on the Property in excess of eight inches in height.

Discussion:

1. Mr. Gul states in his Appeal to the Board that he owns the Property.
2. Mr. Gul maintains a non-traditional lawn on the Property in a manner that allows plant life in violation to be interspersed with non-violating plant life. Mr. Gul's own appeal identified the existence of fleabane, a plant not acceptable by Bloomington Municipal Code as it is invasive.
3. Inspector Mosier personally observed the Property in a state of excessive growth.
4. On July 14, 2017, Linda Thompson personally inspected the Property and painstakingly explained to Mr. Gul the many different plants that were in violation of BMC § 6.06.050, and why.
5. Last month Linda Thompson again personally inspected the Property only to find that the Property continues to be overgrown with plant life in violation of BMC § 6.06.050, in much the same manner and style that it was being allowed to be overgrown last year.
6. Mr. Gul is correct to point out that he has non-violating plant life growing on the Property. However, the presence of non-violating plant life on the Property does not eliminate the fact that he permits certain weeds, grasses and noxious plants to grow on his property in a manner that violates BMC § 6.06.050.

Staff Recommendation:

Staff recommends that the Board of Public Works deny Mr. Gul's Appeal and uphold each of the three issued Notices of Violation.

City of Bloomington's Board of Public Works
Decision on Appeal of Excessive Growth
NOV #40359, 40363, 40364

On May 29, 30 and 31, 2018, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notices of Violation #40359, 40363, and 40364, to Mr. Alex Gul. Mr. Gul timely appealed these Tickets to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding Notices of Violation #40359, 40363, and 40364 on Tuesday, June 12, 2018. The Board of Public Works finds as follows:

1. Mr. Alex Gul is the owner of the real estate located at 2611 E. Roundhill Ln., Bloomington, IN 47401 (the "Property").
2. On May 29, 30 and 31, 2018, City of Bloomington Neighborhood Compliance Officer Norman Mosier did personally observe weeds and grass growing on the Property at a height greater than eight inches.
3. Linda Thompson, Senior Environmental Planner with the City of Bloomington Planning & Transportation Department, did personally observe weeds, grass and noxious plants growing on the Property at heights greater than eight inches.
4. The Property does contain many types of plants that are compliant with Bloomington Municipal Code such as milkweed, ironweed and plantain.
5. Mr. Gul's own appeal identified the existence of fleabane, a plant not acceptable by Bloomington Municipal Code.

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

Upholds the Following Notices of Violation: _____.

voids the Following Notices of Violation: _____.

So ordered this 12th day of June, 2018.

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



Notice of Violation

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

Date 5-29-18 Time 2:20 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40359

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLOOMINGTON State IN.
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 5-30-18 Time 11:10 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 2017

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40363

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

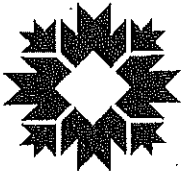
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLGTN. State IN.
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 5-31-18 Time 10:20 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40364

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

Comments: NOV ENTIRE YARD FOR SEASON OR PROPERTY WILL BE ABATED.

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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLOOMINGTON State IN.
 Zip Code 47401

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

BPW: 4-12-18

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

Corporation Counsel
Philippa M. Guthrie

City Attorney
Michael M. Rouker



**City of Bloomington
Legal Department**

Assistant City Attorneys
Anahit Behjou
Thomas D. Cameron
Barbara E. McKinney
Jacquelyn F. Moore
Christopher J. Wheeler

August 16, 2017

Alex Gul
2611 E. Roundhill Lane
Bloomington, IN 47401

Re: Property Visit on Friday, July 14, 2017

Dear Mr. Gul,

Recently you requested that the City of Bloomington visit your property at 2611 E. Roundhill Lane, to show where your non-traditional lawn is in violation of Title 6, Section 6.06.090 - Excessive Growth. On Friday, July 14, 2017, Mrs. Linda Thompson and I met with you at your property to do just that. During our visit we were able to see numerous examples of where your non-traditional lawn was in violation of local ordinance.

Indiana law allows for special treatment of tall weeds and rank vegetation nuisances. I.C. 36-7-10.1 specifically allows municipalities to enact local ordinance that requires owners of real property located within the municipality to cut and remove weeds and other rank vegetation growing on the property. The definition of what are to be considered weeds and rank vegetation is left to the municipality. The City of Bloomington enacted an ordinance that addresses weeds and rank vegetation and extends that authority to certain grasses (turf grass) as well.

Title 6 of the Bloomington Municipal Code at section 6.06.050 - Excessive Growth, makes it "unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown . . ." A property is considered overgrown if:

1. Weeds, grass, or noxious plants are allowed to grow beyond the height of eight inches; or
2. Plant life is allowed to grow to such extent that the growth is detrimental to the public health and constitutes a nuisance.

On July 14, 2017, we were able to show to you numerous examples of excessive growth throughout your property that is in violation of City ordinance.

During our visit, you produced a yard stick for us to use in determining height of plant life. With your own yard stick, we were able to identify grass (turf, not ornamental) all across your property that was standing above the height of eight inches. That was a violation of section 6.06.050. You must maintain your grass at or below eight inches to avoid further violations.

During our visit, Linda Thompson was able to identify euonymus fortunei, or purple wintercreeper, growing throughout a large section of your property, some of which is growing at a height greater than eight inches. Euonymus fortunei, or purple wintercreeper, is listed in Title

20 as an invasive vine/ground cover and needs to be removed from your property to avoid further violations.

During our visit, Linda Thompson was able to identify alliums spp., or wild garlic/wild onions, growing throughout your property at a height greater than eight inches. Alliums spp., or wild garlic/wild onions, is noxious and is also listed in Title 20 as an invasive herbaceous perennial and needs to be removed from your property to avoid further violations.

During our visit, we revisited the fact that you have one euonymus alatus, or burning bush, located at the front entry to your home. You were advised by your botanist over a year ago, and by the City, that euonymus alatus, or burning bush, is listed in Title 20 as an invasive and unacceptable plant. Please remove the euonymus alatus, or burning bush, as soon as possible to avoid further violations.

You also have thistle growing well over eight inches all over your property. There is no variation of thistle listed as an acceptable plant by the City. However, cirsium arvense, or canadian thistle, and sonchus arvensis, or sowthistle, are listed in Title 20 as invasive and unacceptable plants. Many other species of thistle are listed by the U.S. Government as invasive. Furthermore, many types of thistle are troublesome and have adverse effects on the environment such as competition with crops and interference with grazing in pastures. Some species of thistle are noxious. These characteristics alone make thistles a detrimental plant and, therefore, a weed by definition under Title 6 of the Bloomington Municipal Code. If the species of thistle on your property is listed as noxious or invasive by the City of Bloomington, the State of Indiana or U.S. Government, it must be eradicated from your property entirely. If not on any of those lists, then it must be kept below 8 inches to avoid further violations.

There is other plant life on your property that was identified by Linda Thompson as being acceptable and allowed to grow on your property even though said plant life might look like a weed and may therefore be seen by some as offensive. Those plants were as follows:

1. Milkweed. Milkweed is listed under Title 20 as an acceptable plant and can be found throughout the City of Bloomington's own landscaping.
2. Plantain. Plantain is not currently listed as either an acceptable or unacceptable plant under Title 20. It is not currently listed as noxious or invasive by the State of Indiana or United States Government and is not a grass. It is not considered detrimental, having many benefits medicinally, and is an edible. Plantain, therefore, does not meet the definition of a weed under Title 6. The plantain does not violate City Ordinance if grown to a height exceeding eight inches.
3. Ironweed. Ironweed is not currently listed as either an acceptable or unacceptable plant under Title 20. It is not currently listed as noxious or invasive by the State of Indiana or United States Government and is not a grass. It is not currently considered detrimental. It does not violate City ordinance if grown to a height exceeding eight inches.
4. Queen Anne's Lace. Queen Anne's Lace is not currently listed as either an acceptable or unacceptable plant under Title 20. It is not currently listed as noxious or invasive by the State of Indiana or United States Government and is not a grass. It is not currently considered detrimental. It does not violate City Ordinance if grown to a height exceeding eight inches.

Finally, Pokeweed was discussed during our visit. Pokeweed is not as clear. Pokeweed is not listed as either an acceptable or unacceptable plant under Title 20. It is not currently listed as noxious or invasive by the State of Indiana or United States Government and is not a grass.

However, all parts of the pokeweed contain varying degrees of toxicity. If allowed to become overgrown, pokeweed could be considered detrimental to health and would be a violation of City ordinance. Please make sure to keep pokeweed from becoming overgrown on your property.

In all instances, if you violate City ordinance for excessive growth, the City will issue a citation and you will be expected to correct the violation. If you fail or refuse to correct the violation, the City will abate the property. In those instances where you have allowed the property to become overgrown such that plant life in violation is interspersed with non-violating plant life, then it is likely that you will lose some of your acceptable plants during the abatement. If you wish to avoid that result, then you are strongly encouraged to adopt a more planned approach to your lawn care that is deliberative and prevents violations from occurring.

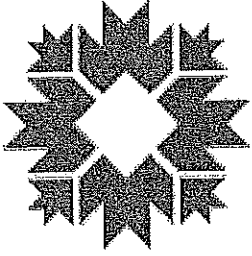
I applaud and support your desire to maintain a non-traditional lawn. However, you are a citizen of Bloomington, Indiana and, like all of us, you must abide by the local ordinances enacted. I encourage you to continue working towards a fully non-traditional lawn that is both beautiful and in full compliance with City ordinance. I know that this result can be achieved.

With any questions or concerns, please do not hesitate to contact me and advise.

Sincerely,



Christopher J. Wheeler
Asst. City Attorney
City of Bloomington, IN



Appeal of Excessive Growth Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: ALEX GUL Phone Number 812-320-7555
Citation Number: 40359, 40363, 40364 Date on Excessive Growth Citation: MAY 29, 30, 31 2018
(Located in the top right hand corner of the citation)

Local Address:
2611 E ROUND HILL LN

Permanent Address:
SAME

Today's Date: JUNE 5, 2018

Reason for Appeal: SEE ATTACHED LETTER TO BOARD OF PUBLIC WORKS AND A COPY OF MC-IRIS REPORT

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of
When the Board of Public Works will consider my appeal.

Alex Gul / ALEX GUL /
Signature

JUNE 5, 2018
Date

For use by Public Works:

Date Appeal Received: Received By:
Date Appeal Forwarded to Legal Department:

Dear Members of The Board of Public Works:

I am Alex Gul and I wish to appeal the fine requested against me for the condition of my lawn.

I wish, for personal and environmental reasons to have a non-traditional lawn at my home, and this desire has put me in conflict with the HAND Department of the City, and has cost me thousands of dollars in fines and attorneys fee. I wish to end the conflict and have the lawn that I want, in compliance with all city ordinances.

I do not neglect my property, and I have done my very best to rid my lot of all offensive plants under local and federal law. (See Report) I have many plants which do not offend the ordinances either in quality or size. I have spent many hours of my time selectively removing offending plants, and cutting plants to keep them within acceptable lengths.

On the occasion of these NOVs, the inspector arrived at my home, while I was working in my yard, and wrote the NOVs, without even getting out of his truck. This is not an inspection that allows me to remedy a problem, and the comment in the NOVs calling for the mowing of my entire lawn will deprive me of my property, non-offending plants, and prevent me from having a non-traditional lawn, which I believe constitutes a taking of my property without due process of law. This is tantamount to throwing out the baby with the bath water.

In an effort to resolve this ongoing problem, I request that these fines be set aside, and that HAND inspectors, if they believe there are violations, actually get out of their trucks and actually inspect my lot and identify for me what should be done to remedy any problems they find. I will then comply with their requests.

Thank you for your time and consideration.

Alex Gul / ALEX Gul /



MC-IRIS Landowner Invasive Plant Assessment

Landowner Name: Alex Gul
Address: 2611 E Round Hill Ln.
Phone Number: 812.320.7555
Email: Alex Gul <alexgulus@gmail.com>

Reviewer Name: Ellen Jacquart
Date of Review: May 14, 2018
Property Size (acres): city lot

Description: This is my second visit to Alex's yard and a chance to see his progress on controlling invasive plants and answer any new questions he had. At my first visit in June 2016, we discussed which species in his yard were invasive, and so a priority to remove. On this visit, we revisited which remaining species were invasive, and identified some of the ornamental trees in his yard.

Management Recommendations:

Alex has made tremendous progress in controlling invasive plants in his yard. He dug out a huge burning bush along the front of the house, leaving a large space in the landscaping. We talked about leaving this space open, to allow a view of the beautiful stonework of the wall.

There was a gorgeous fringe tree in full bloom in the front yard, as well as two large magnolias in good health. Under the larger magnolia there were two 'volunteer' trees – a young magnolia and flowering dogwood. Both would be nice trees to carefully dig out (trying not to damage the magnolia roots) and transplant elsewhere in the yard.

There were also young burning bush and Asian bush honeysuckles under that magnolia. We discussed killing them by cutting and painting the stump with herbicide, as digging them out would damage the magnolia's roots.

We had a discussion about the two redbuds growing right next to the large white pine, and whether the redbuds should be removed. I suggested that it's an impressive, healthy white pine with potentially many years left to live, and that I would choose it over the redbuds. We also talked about a small white pine nearby, and that it could be transplanted on the other side of the front yard, where it would have plenty of room to grow.

I pointed out that there are three huge burning bushes at the corner of the house – I don't think I had noticed these on the first trip, which was an oversight. Alex is planning to control these burning bushes, which will open up this space nicely. There are thousands and thousands of tiny burning bush seedlings forming a carpet under the mature burning bush shrubs, and it would make sense to smother them with all the cut brush as the mature burning bushes are killed.

On the side of the house, I identified a number of small ash and sweet gum and cherry trees. Alex has already ripped out many of them, and I suggested the rest should go as well, since these trees are much too close to the house and need to be removed to protect the house.

There are several dead trees along the property boundary in the back yard. We talked about replacing them with eastern red cedar, a native evergreen that grows very well here with very few disease problems. A volunteer red cedar has established already in the back yard and seems to be doing very well.

We talked about some of the herbaceous plants in the front yard, and I had to give you the bad news that Ajuga is not native. Sorry about that. However, it is generally not considered invasive. You have lots of fleabane, a native annual plant, and a few yellow-flowering butterweed plants, also a native annual. There are several good patches of a native aster, probably frost aster (http://www.illinoiswildflowers.info/weeds/plants/fr_aster.htm).

I enjoyed talking with you and walking your yard, Alex.



City of Bloomington
Housing and Neighborhood Development

On 5/29, 5/30, 5/31/18, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

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

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

This ticket was issued to the property located at 2611 E. ROUNDHILL LN. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 6/12/18 Abatement Approved: (Y/N)

Property Owner: ALEX GUL

Address: 2611 E. ROUNDHILL LN.
BLOOM. IN. 47401

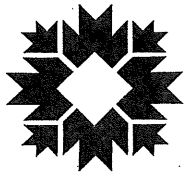
Is this a rental? (Y/N)

Agent: N/A

Address:

Parcel Number: 53-08-10-403-002,000-009

Legal Description: 015-11230-00 SPICEWOOD SECT LOT 36
.260 ACRES



Notice of Violation

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

Date 5-29-18 Time 2:20 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 201

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40359

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

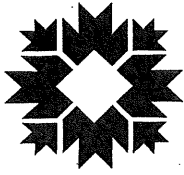
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLOOMINGTON State IN
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 5-30-18 Time 11:10 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 2017

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40363

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

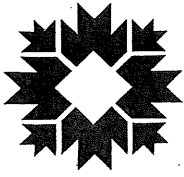
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLGTN. State IN.
 Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 5-31-18 Time 10:20 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 40364

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

Comments: MOW ENTIRE YARD FOR SEASON OR PROPERTY WILL BE ABATED.

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

Owner Name ALEX GUL
 Address 2611 E. ROUNDHILL LN.
 City BLOOMINGTON State IN.
 Zip Code 47401

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

BPW:

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT

(Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 2611 E. Roundhill Lane, Bloomington, IN, with a legal description of 015-11230-00 SPICEWOOD SEC 1 LOT 36 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove the overgrowth of grass, weeds and noxious plants beyond the height of 8 inches, and to do so whenever necessary to bring the property into compliance through **December 31, 2019.**

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

So Ordered this 12th day June, 2018.

Kyla Cox Deckard, President

Bloomington Board of Public Works



Photos taken on 6/12/18



Photos taken on 6/12/18





Board of Public Works Staff Report

Project/Event: Title VI to Abate 161 E Kennedy Court
Petitioner/Representative: HAND
Staff Representative: Dee Wills
Date: June 12, 2018

Report: The above property received Notices of Violation of Title VI of the BMC on April 20, 2018, May 02, 2018, May 11, 2018, May 18, 2018, and May 23, 2018. Some action was started, and then stopped. No other action has been taken to bring the property completely into compliance.

Recommendation and Supporting Justification: Requesting permission to remove trash, debris, broken items and items not intended for outdoor use from exterior property area.

Recommend **Approval** **Denial by:** *Staff Name: Dee Wills*



Notice of Violation

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

Date 4-20-18 Time 2:02 Address/location 161 E. KENNEDY CT

Issued by: 227 47401

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

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

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

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

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

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

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

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

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

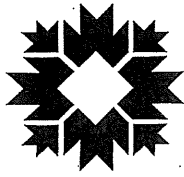
Comments: REMOVE ALL TRASH AND BROKEN FURNITURE FROM SOUTH SIDE OF PROPERTY

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name MATTHEW CASCIO
 Address 8318 S. ASHLEY AVE
 City BLOOMINGTON State IN
 Zip Code 47401

Agent Name AAA RENTALS
 Address 8318 S. ASHLEY AVE
 City BLOOMINGTON State IN
 Zip Code 47401

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



Notice of Violation

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

Date 5-2-18 Time 3:00 Address/location 161 E KENNEDY CT

Issued by: 227 47401

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

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

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

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

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

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

Comments: REMOVE ALL TRASH AND BROKEN
FURNITURE FROM SOUTH SIDE OF PROPERTY

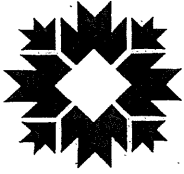
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Matthew V Cassio
Address 8318 Ashley Ave
City Bloomington State Ind
Zip Code 47401

Agent Name L & M Rentals
Address 8318 Ashley Ave
City Bloomington State Ind
Zip Code 47401

BPW: _____

Mail Copies To: Resident Owner: Agent:



Notice of Violation

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

Date 5/11/18 Time 2:51 Address/location 1601 E. KENNEDY CT

Issued by: 227 4740

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

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

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

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

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

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

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

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

Comments: REMOVE PILE OF BROKEN FURNITURE & TRASH

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
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Owner Name MATTHEW CASCIO
Address 8318 ASHLEY AVE
City BLOOMINGTON State IN
Zip Code 47401

Agent Name L & M RENTALS
Address 8318 ASHLEY AVE
City BLOOMINGTON State IN
Zip Code 47401

BPW: _____

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



Notice of Violation

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

Date 5/18/18 Time 2:22 Address/location 110 101 E KENNEDY CT
47401

Issued by: 227

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

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

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

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

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

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

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

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

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

Comments: _____

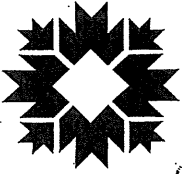
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
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Owner Name MATTHEW CASCIO
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

Agent Name L & M RENTALS
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

BPW:

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 5/23/18 Time 2:49 Address/location 101 E. KENNEDY CT
Issued by: 227 47401

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

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

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

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

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

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

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

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

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

Comments: _____

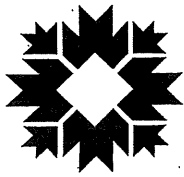
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Owner Name MATTHEW CASCIO
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

Agent Name L & M RENTALS
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

BPW:

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 6/1/18 Time 1:38 Address/location 1101 E. KENNEDY CT

Issued by: 227 47401

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

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

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

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

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

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

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

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

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

Comments: _____

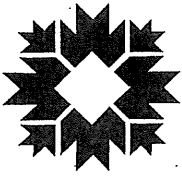
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Owner Name MATTHEW CASCIO
Address 8318 ASHLEY AVE
City BLOOMINGTON State IN
Zip Code 47401

Agent Name L & M RENTALS
Address 8318 ASHLEY AVE
City BLOOMINGTON State IN
Zip Code 47401

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 6/6/18 Time 2:35 Address/location 161 E. KENNEDY CT
47401

Issued by: 227

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

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

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

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

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

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

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

Comments: _____

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Owner Name MATTHEW CASCIO
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

Agent Name L & M RENTALS
Address 8318 ASHLEY AVE
City BLOOMINGTON **State** IN
Zip Code 47401

BPW: _____

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



April 20th -



April 2012



April 20th



May 2



May 11



May 18



May 18th



June 1st



June 1st



June 6th



June 6th



June 6th



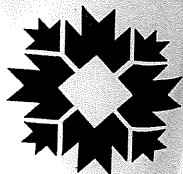
Board of Public Works Staff Report

Project/Event: Title VI Request to Abate 3300 S. Walnut Street Pike
Petitioner/Representative: HAND
Staff Representative: Dee Wills
Date: June 12, 2018

Report: The above property received Notices of Violation of Title VI of the BMC on April 20, 2018, May 02, 2018, May 11, 2018, May 18, 2018 and May 23, 2018. Some action was started, and then stopped. No other action has been taken to bring the property completely into compliance.

Recommendation and Supporting Justification: Requesting permission to remove trash, debris, broken items and items not intended for outdoor use from the surrounding dumpster area.

Recommend **Approval** **Denial by:** *Staff Name: Dee Wills*



Notice of Violation

(O, DELL)

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

Date 4-20-18 Time 2:10 Address/location 3300 S. WALNUT ST PIKE

Issued by: 227 47403

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

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

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

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

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

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

Comments: REMOVE ALL TRASH AND BROKEN FURNITURE FROM AROUND DUMPSTER

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

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

Agent Name RITA FODDRILL
 Address 3006-A TED JONES DR
 City BEAUFORD State IN
 Zip Code 47421

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 5-2-18 Time 3:10 Address/location 3300 S. WALNUT ST PIKE
Issued by: 227 47403

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

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

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

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

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

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

Comments: REMOVE ALL SCATTERED TRASH, BEDDING,
AND TIRES FROM AROUND DUMPSTER

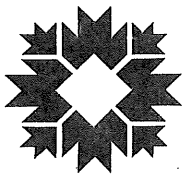
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Owner Name JEFFERY JONES
Address 3929 W ROLL AVE
City BLOOMINGTON **State** IN
Zip Code 47403

Agent Name RITA FODRILL
Address 3006-A TED JONES DRIVE
City BEUFORD **State** IN
Zip Code 47421

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 5/11/18 Time 2:44 Address/location 3300 S WALNUT ST PIKE

Issued by: 227 47403

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

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Comments: DUMPSTER AREA

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

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

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



Notice of Violation

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

Date 5/18/18 Time 2:20 Address/location 3300 S. WALNUT ST PIKE
Issued by: 227 (O'DELL) 47401

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

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

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Comments: _____

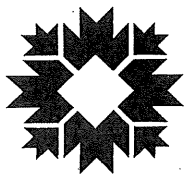
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name JEFFERY JONES
 Address 3924 W. ROLL AVE
 City BLOOMINGTON State IN
 Zip Code 47403

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

BPW:

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 5/23/18 Time 2:53 Address/location 3300 S. WALNUT ST PIKE

Issued by: 227

47401

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

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

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

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

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Comments: DUMPSTER AREA

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 City BEDFORD State IN
 Zip Code 47421

BPW: X

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 6/1/18 Time 1:41 Address/location 3300 S WALNUT ST AVE
227 47401

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

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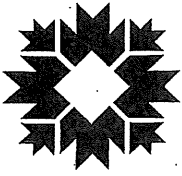
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Address 3006-A TED JONES DR
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Zip Code 47421

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



Notice of Violation

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

Date 6/6/18 Time 2:43 Address/location 3300 S. WALNUT ST PIKE
Issued by: 227 47401

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



April 30th



May 2nd



May 2



May 11



MAY 18



May 23rd



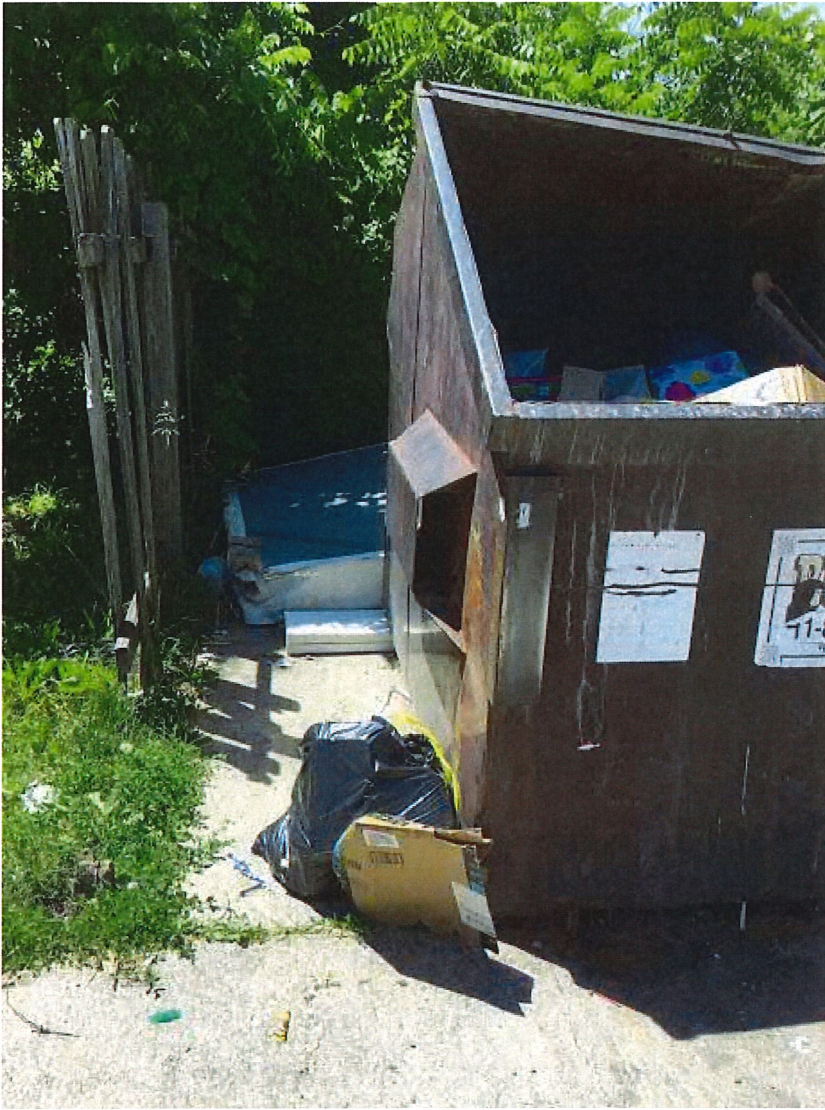
May 23rd



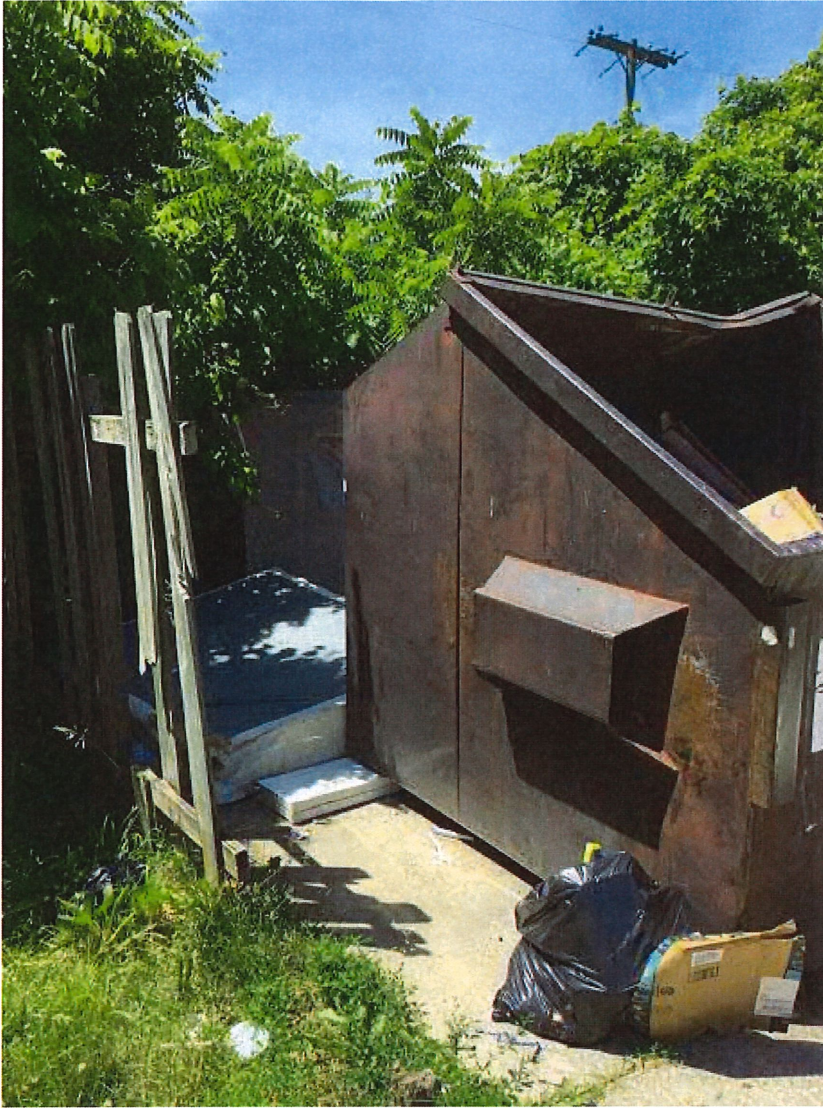
June 1st



June 1st



Jane Lora



June 6th



Board of Public Works

Staff Memo

Project/Event: Meeting Minutes for May 29, 2018

Meeting Date: June 12, 2018

The minutes for the May 29th meeting could not be completed in time to be included in the packet. These minutes will be included in the June 26, 2018 meeting packet.



Board of Public Works Staff Report

Project/Event: 4th of July Parade

Petitioner/Representative: Bill Ream - City of Bloomington Dept. of Parks and Recreation

Staff Representative: Sean M. Starowitz

Date: June 12, 2018

Event Date: Wednesday, July 4, 2018

The City of Bloomington Department of Parks and Recreation is once again sponsoring the 4th of July Parade in downtown Bloomington on Wednesday, July 4, 2018 which will necessitate the temporary closure of several downtown streets. The parade will follow the same footprint as in the past. The parade begins at 10:00 a.m. and will conclude by noon. Six parking spaces in front of Fountain Square Mall will be closed from 8:00 a.m. Tuesday, July 3rd until Thursday, July 5th at 5p.m. for the placement of stage. The petitioner has included the approved Noise Permit application for Parks & Recreation Events for 2018.

Staff recommends approval of the request.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-52**

FOURTH OF JULY PARADE

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

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Wednesday, July 4, 2018 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Wednesday, July 4, 2018 as follows:

1. Streets used for the Parade route will be closed beginning at 5:00 a.m., and reopened by 1:00 p.m. The route will begin on 7th Street at Indiana Avenue going west to Walnut Street, North on Walnut to 8th Street, West to College Avenue, College Avenue going south to Kirkwood Avenue, Kirkwood Avenue east to Indiana Avenue. These closings will also result in the closing of some side streets that intersect with the Parade route.
2. Six parking spaces in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning at 8:00 a.m. Tuesday, July 3, 2018, through 5:00 p.m. Thursday, July 5, 2018.
3. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

ADOPTED THIS 12th day of June 2018.

BOARD OF PUBLIC WORKS:

Parks and Recreation Department

Kyla Cox Deckard, President

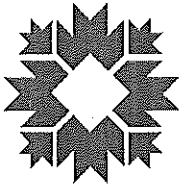
Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

Department of Public Works

812-349-3410

1. Applicant Information

| | | | |
|------------------------------|----------------------------------|---------------|--------------|
| Contact Name: | Bill Ream | | |
| Contact Phone: | 812-349-3748 | Mobile Phone: | 812-325-3663 |
| Title/Position: | Community Events Coordinator | | |
| Organization: | Bloomington Parks and Recreation | | |
| Address: | 401 N. Morton St. Suite 250 | | |
| City, State, Zip: | Bloomington, IN 47404 | | |
| Contact E-Mail Address: | reamw@bloomington.in.gov | | |
| Organization E-Mail and URL: | bloomington.in.gov/parks | | |
| Org Phone No: | 812-349-3700 | Fax No: | 812-349-3705 |

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

| | | | |
|-------------------------|------------------------------------|---------------|--|
| Organization Name: | Downtown Bloomington, Inc. | | |
| Address: | 302 S. College Ave. | | |
| City, State, Zip: | Bloomington, IN 47402 | | |
| Contact E-Mail Address: | tcappock@bloomingtonconvention.com | | |
| Phone Number: | 812-336-3681 | Mobile Phone: | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

3. Event Information

| | | |
|----------------------------------|---|--|
| Type of Event | <input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event) | |
| Date(s) of Event: | Wednesday July 4, 2018 | |
| Time of Event: | Date: Wednesday July 4th Start: 5am | Date: Wednesday July 4th End: 1pm |
| Setup/Teardown time Needed | Date: Tuesday July 3rd Start: 8am | Date: Thursday July 5th End: 5pm - for review stage |
| Calendar Day of Week: | Wednesday | |
| Description of Event: | This will be the City of Bloomington's annual 4th of July Parade through downtown Bloomington. There will be a performance by the Bloomington Community Band prior to the parade on the south lawn of the Monroe County Courthouse. | |
| Expected Number of Participants: | 4,000 in parade 8,000 spectators | Expected # of vehicles (Use of Parking Spaces to close): 6 spaces in front of Fountain Square Mall for review stage |

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

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

IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE

FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <input type="checkbox"/> The starting point shall be clearly marked <input type="checkbox"/> The ending point shall be clearly marked <input type="checkbox"/> The number of lanes to be restricted on each road shall be clearly marked <input type="checkbox"/> Each intersection along the route shall be clearly identified <input type="checkbox"/> 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 <input type="checkbox"/> The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize |
| <input checked="" type="checkbox"/> | Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) |
| <input type="checkbox"/> | Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable |
| <input type="checkbox"/> | Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. |
| <input type="checkbox"/> | A properly executed Maintenance of Traffic Plan <i>will be put out Mon 7/2 in morning</i> *Determine if No Parking Signs will be required <i>Yes</i> * Determine if Barricades will be required <i>Yes</i> |
| <input checked="" type="checkbox"/> | Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable <i>Applied for 5/30/18</i> |
| <input checked="" type="checkbox"/> | Noise Permit application <input type="checkbox"/> Not applicable |
| <input checked="" type="checkbox"/> | Waste and Recycling Plan if more than 100 participates (template attached) |

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

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

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

8. CHECKLIST

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

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan Template

Event name: Bloomington 4th of July Parade
 Number of expected attendees: 8,000
 Number of food vendors: 0
 Number of other vendors: 0

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

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

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

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

| Type of waste | Collection plan |
|--|---|
| <Containers> <i>*street trash cans and</i> | <Recycling, composting, etc.> |
| <Mixed paper> <i>55 gallon cans from</i> | <Recycling in on-site, designated bins staffed by volunteers> |
| <Food waste> <i>COB Sanitation Dept.</i> | <Composting bins, waste bins, etc.> |

55 gallon cans will be added along streets on parade route

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

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

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington 4th of July Parade.

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

The proposal for Bloomington 4th of July Parade will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Bloomington Parks and Recreation
DATE: 5/30/18



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

| | | | |
|--------------------------|--|--|---|
| Name of Event: | Parks & Recreation events for 2018 | | |
| Location of Event: | Various - see attached | | |
| Date of Event: | Various - see attached | Time of Event: | Start: |
| Calendar Day of Week: | Various | | End: |
| Description of Event: | Concerts, Movies in parks, Community events, Fourth of July parade, Taste of Bloomington, Holiday Market, etc. | | |
| Source of Noise: | <input checked="" type="checkbox"/> Live Band | <input checked="" type="checkbox"/> Instrument | <input checked="" type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|--|---------------|------------------------------|
| Name: | Crystal Ritter | | |
| Organization: | COB Parks & Recreation | Title: | Community Events Coordinator |
| Physical Address: | 401 N. Morton St. Suite 250, Bloomington, IN 47402 | | |
| Email Address: | ritterc@bloomington.in.gov | Phone Number: | 812.349.3725 |
| Signature: | <i>CR</i> | Date: | 12/4/17 |

FOR CITY OF BLOOMINGTON USE ONLY

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

| | |
|---------------------------------|-----------------------------------|
| BOARD OF PUBLIC WORKS | |
| Kyla Cox Deckard, President | Kelly Boatman, Vice-President |
| Date: 1/9/18 | Dana Palazzo, Secretary |

City of Bloomington Parks and Recreation Department request for noise permits for 2018 list of events

Monroe County Courthouse Concert – 11:30am – 1:30pm
5/3/2018

Peoples Park Concerts – 4:30 – 6pm

| | |
|-----------|---------------------|
| 5/8/2018 | 7/10/2018 |
| 5/15/2018 | 7/17/2018 |
| 5/22/2018 | 7/24/2018 |
| 5/29/2018 | 7/31/2018 |
| 6/5/2018 | 8/7/2018 |
| 6/12/2018 | 8/14/2018 |
| 6/19/2018 | 8/21/2018 |
| 6/26/2018 | 8/28/2018 |
| 7/3/2018 | 9/6/2018– rain date |
| | 9//2018 – rain date |

Waldron, Buskirk and Hill Park Concerts – 6:30 – 8:30pm

6/1/2018
6/8/2018
6/15/2018
6/22/2018
6/29/2018
7/6/2018– rain date
7/13/2018 – rain date

Bryan Park Concerts – 5:30-8:30pm

6/2/2018 – special event, 5-9pm
7/15/2018
7/22/2018
7/29/2018
8/5/2018
8/12/2018 – rain date
8/19/2018 – rain date

Park Movies – 8-11pm

8/17/2018 in Bryan Park
8/18/2018 – rain date
8/24/2018 in Rev. Ernest Butler Park
8/25/2018 – rain date
8/31/2018 in Bryan Park
9/1/2018 – rain date
9/7/2018 in Bryan Park
9/8/2018 – rain date
9/14/2018 in Twin Lakes Sports Park or Winslow Sports Park
9/15/2018 – rain date

Nature Sounds – 6:30-8:30pm

4/20/2018 at Miller-Showers Park

5/18/2018 at Miller-Showers Park

Other Community Events

WinterPalooza – 2-5pm – Olcott Park

2/10/2018

Spring Fling – 11am – 2pm – Twin Lakes Recreation Center (indoors)

3/15/2018

City of Bloomington Bicentennial Celebration Event- Kirkwood Ave. between Indiana Ave. and Washington St. and Peoples Park

4/29/2018

An Evening with the Bloomington Community Band – Waldron, Hill, & Buskirk Park

6/1/2018

Summer Sampler – 3-11:00pm – Bryan Park

6/2/2018

6/3/2018- rain date

Touch a Truck – 8am-3pm – Location Winslow Sports Park

6/13/2018

6/14/2018 – rain date

Taste of Bloomington – noon-12am – Showers Building and Morton Street from 7th to 9th Streets

6/23-24/2018

4th of July Parade – 6am-3pm – Bloomington Courthouse Square, downtown from Indiana to College, 3rd Street to 10th Street

7/4/2018

Drool in the Pool – 5-8pm – Mills Pool

8/15/2018

8/16/2018

City of Bloomington Bicentennial Celebration Event- B-Line Trail between 8th Street and Grimes Street

10/6/2018

Trick or Treat Trail – 10am-6pm – RCA Community Park event

10/20/2018

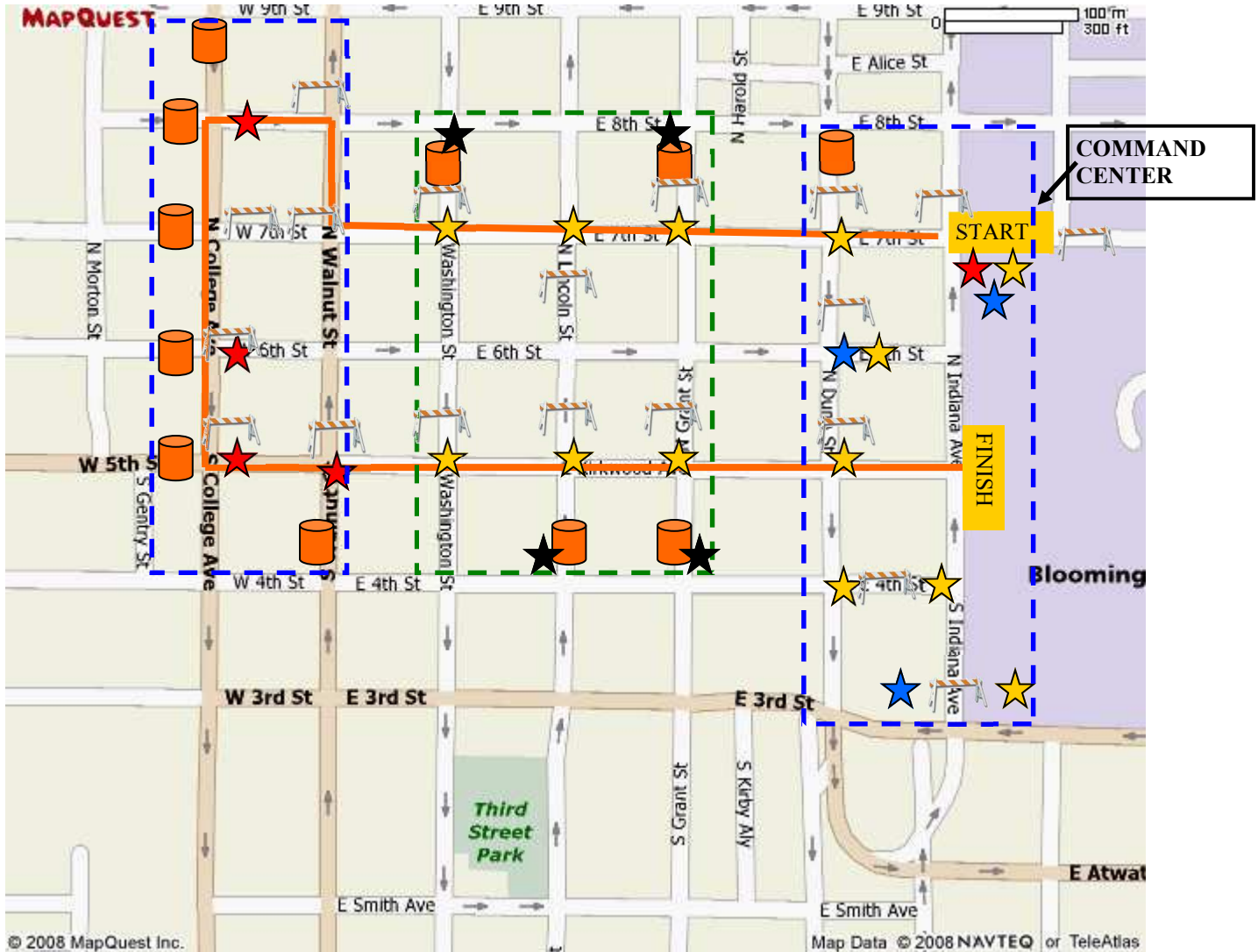
Festival of Ghost Stories – 6:30-8pm – Bryan Park
10/26/2018

Pumpkin Launch – 10a – 4pm – Monroe County Fairgrounds
11/27/2017

Holiday Market – 7am – 5pm – City Hall and Showers Plaza
11/24/2018

Fourth of July Parade 2018

Road Closures



- - - - All roads within box closed at 8am
- - - - All roads within box closed at 9am

- ★ = Intersections covered by BPD
- ★ = Intersections covered by BPD, IUPD, or BW Security
- ★ = Intersections covered by BW Security
- ★ = Intersections covered by Parking Enforcement
- = Traffic control barrels or Jersey barriers
- = Wooden sawhorse barricades

- ⇒ **All closed roads will need to remain closed until the end of the parade has reached the intersection of Kirkwood and Indiana Ave.**
- ⇒ **Indiana Ave. will remain closed until parade entries have exited the staging areas.**

4th of July Parade Route & Staging Areas



1—Poplars Garage-General Parking

2—Memorial Union #2 Parking Lot (in front of HPER) -General Parking

Black Lot – IU lot on Indiana Ave between 3rd and 4th Streets (enter on Indiana Ave)

Pink Lot — IU lot on the north side 4th St. between Indiana Ave. and Dunn St. (enter on 4th St.)

Green Lot — Pay lot on the north side of Kirkwood Ave. (enter on Indiana Ave)

Yellow Lot — IU Lot south of 6th St. between Indiana Ave and Dunn St. (enter on Indiana Ave.)

Orange Lot— IU lot at 6th St. and Dunn St. (enter on 6th St.)

Brown Area— Along Indiana Ave. south of 7th St

Restrooms located in yellow and pink lots



Fourth of July Parade

Wednesday, July 4, 2018
10am

All roads along the route and staging areas will be closed from 8am-noon.

No parking will be allowed along the route from 5am-1pm on parade day.

We encourage you to come out and enjoy the parade.

Questions or concerns: contact Bill Ream, Parade Coordinator at 812-349-3748

Fourth of July Parade

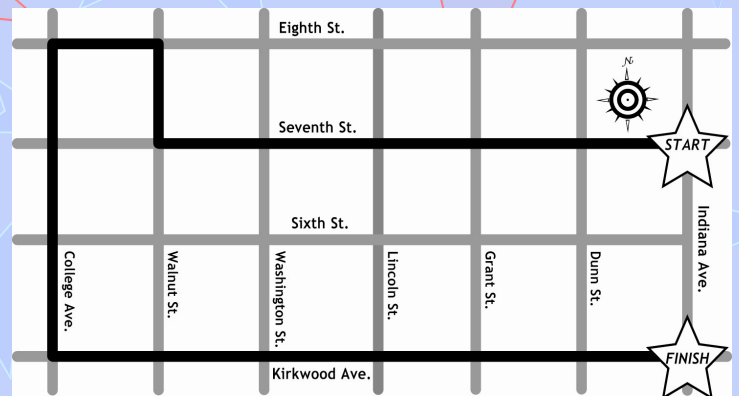
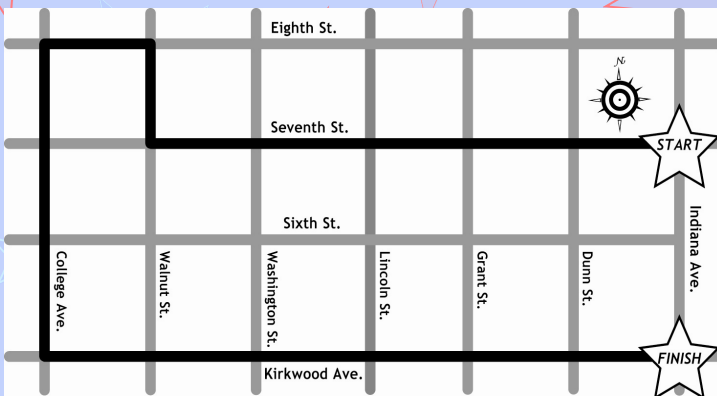
Wednesday, July 4, 2018
10am

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No parking will be allowed along the route from 5am-1pm on parade day.

We encourage you to come out and enjoy the parade.

Questions or concerns: contact Bill Ream, Parade Coordinator at 812-349-3748



CITY OF BLOOMINGTON
parks and recreation



CITY OF BLOOMINGTON
parks and recreation





Board of Public Works Staff Report

Project/Event: Union Board Block Party and Concert

Petitioner/Representative: Mara Dahlgren - IU Union Board

Staff Representative: Sean Starowitz

Meeting Date: June 12, 2018

Event Date: August 18, 2018

The IU Union Board is requesting the closure of E. 13th Street between N. Fee Lane and N. Walnut Grove from 8:00 a.m. Friday, August 17 thru Sunday, August 19th at 1:30 a.m. for a concert and block party to welcome students back to school.

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

IUPD has been notified by the petitioner and supports the request.

Staff recommends approval of the request.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-53**

IU WELCOME BACK BLOCK PARTY AND CONCERT

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

WHEREAS, IU Union Board has requested use of city streets to conduct a block party and concert for students; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 13th Street between N. Fee Lane and N. Walnut Grove.
2. The street closures outlined above are for the purposes of allowing IU Union Board to provide an event of high quality that is mutually beneficial to participants and the community on Saturday, August 18, 2018 and Sunday, August 19, 2018.
3. IU Union Board shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Union Board agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Union Board agrees to close the streets not before 8:00 a.m. on Friday, August 17, 2018, and to remove barricades and signage by 1:30 a.m. on Sunday, August 19, 2018.
4. The sponsors shall be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 1:30 a.m. on Sunday, August 19, 2018.
5. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

RESOLUTION 2018-53

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. IU Union Board 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, IU Union Board, 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:

IU UNION BOARD

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Position

Date

Date

BPAW - Jun 12



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

| | | | |
|------------------------------|--|---------------|--|
| Contact Name: | Mara Dahlgren | | |
| Contact Phone: | 812-855-9252 | Mobile Phone: | |
| Title/Position: | Assistant Director Activities & Events | | |
| Organization: | Indiana University – Indiana Memorial Union | | |
| Address: | 900 E. 7 th Street | | |
| City, State, Zip: | Bloomington, IN, 47405 | | |
| Contact E-Mail Address: | mdahlgre@indiana.edu | | |
| Organization E-Mail and URL: | www.unionboard.org | | |
| Org Phone No: | | Fax No: | |

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

| | | | |
|-------------------------|--|---------------|--|
| Organization Name: | Residential Programs & Services | | |
| Address: | 801 N. Jordan | | |
| City, State, Zip: | Bloomington, IN, 47405 | | |
| Contact E-Mail Address: | connorp@indiana.edu | | |
| Phone Number: | | Mobile Phone: | |
| | Department oversees residential campus and approves sound | | |
| Organization Name: | University Events – Doug Booher | | |
| Address: | 1211 E 7 th Street | | |
| City, State, Zip: | Bloomington, IN, 47405 | | |
| E-Mail Address: | dbooher@indiana.edu | | |
| Phone Number: | 812-855-7980 | Mobile Phone: | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

3. Event Information

| | | |
|----------------------------------|--|--|
| Type of Event | <input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event) | |
| Date(s) of Event: | 8/19/2017 – street closure to begin 8/18 and end 8/20 | |
| Time of Event: | Date: 8/18/2018 Start: 7:00PM Date: 8/19/2018 End: 1:30AM | |
| Setup/Teardown time Needed | Date: 8/17/2018 Start: 8:00AM Date: 8/19/2018 End: 1:30AM | |
| Calendar Day of Week: | Friday-Sunday | |
| Description of Event: | <p>Welcome Back event for IU students to include a three act lineup concert. Activities begin at 7PM before the gates to the concert open. The event is closed to IU Students only and will be staffed by ESG and managed by University Events. Event is in its 6th year and provides a late night alternative for the IU students. The road closure is for service vehicles to park and to run hoses to provide potable water for attendees – have been in contact with Rachel Atz from the City of Bloomington.</p> | |
| Expected Number of Participants: | 5000 | Expected # of vehicles (Use of Parking Spaces to close): |

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

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

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

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

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

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

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

8.

CHECKLIST

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Determine what type of Event |
| <input type="checkbox"/> | Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) |
| <input type="checkbox"/> | Date Application will be heard by Board of Public Works June 12 |
| <input type="checkbox"/> | Approved Parks Special Use Permit (if using a City Park) NA |
| <input type="checkbox"/> | If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) |

For City Of Bloomington Use Only

| Date Received: | Received By: | Date Approved: | Approved By: |
|----------------|------------------------------------|-----------------------------------|--------------|
| | Economic & Sustainable Development | | SS |
| | Bloomington Police | 6-5-18 | S. Oldham |
| | Bloomington Fire | 6-5-18 | J Johnson |
| | Planning & Transportation | 5-22 - Must use Type 3 barricades | |
| | Transit | | |
| | Public Works | | |
| | Board of Public Works | | |



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

| | | | |
|--------------------------|---|-------------------------------------|---|
| Name of Event: | IU Block Party | | |
| Location of Event: | 13 th and Fee parking lot | | |
| Date of Event: | 8/19/2017 | Time of Event: | Start: 7PM |
| Calendar Day of Week: | Saturday | | End: 1:30AM |
| Description of Event: | <p>Welcome Back event for IU students to include a three act lineup concert. Activities begin at 7PM before the gates to the concert open. The event is closed to IU Students only and will be staffed by ESG and managed by University Events. Event is in its 5th year and provides a late night alternative for the IU students. The road closure is for service vehicles to park and to run hoses to provide potable water (cc: Rachel Atz) for attendees</p> <p>As the amplified sound is taking place in an area surrounded by IU buildings and residence halls, one of the event cosponsors, Pat Conner – Executive Director of Residential Programs and Services – has approved all amplified sound impacting residence halls and will ensure his staff will notify the student most impacted.</p> | | |
| Source of Noise: | <input checked="" type="checkbox"/> Live Band | <input type="checkbox"/> Instrument | <input type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|----------------------|---------------|---|
| Name: | Mara Dahlgren | | |
| Organization: | Indiana University | Title: | Assistant Director Activities & Events |
| Physical Address: | 900 E 7th. Street | | |
| Email Address: | mdahlgre@indiana.edu | Phone Number: | 812-855-9252 |
| Signature: | Mara Dahlgren | Date: | 5/8/2018 |

FOR CITY OF BLOOMINGTON USE ONLY

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

Waste and Recycling Management Plan Template

Event name: JU Block Party
 Number of expected attendees: ~5,000 – parking lot where event is held has 6,500 capacity
 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.

- Indiana University Department of Environmental Health & Safety oversees this process for us – they recommend number of waste receptacles that we then request from Campus Division.
- The event is not taking place on 13th street – 13th street is simply being closed to run water hoses and other cabling needs.

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.

- Trash bins will be placed throughout the entire parking lot and monitored by event staff
- Recycling bins are blue with blue trash bags – all other trash bins are lined with black bags

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

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

| Type of waste | Collection plan |
|-------------------------------|-----------------------|
| <Containers>* plastic bottles | Recycling bin on site |
| <Mixed paper> | Trash bin |
| <Food waste> | Trash bin |

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

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

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

Environmental Health and Safety and Campus Division take care of the waste pick up after the event is over. Waste will not be on the road being closed – all will be contained in the parking lot where the actual event is being held.

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.

Environmental Health & Safety and Campus division take care of all of this – they provide the right number and type of receptacles, and two dumpsters for volunteers to throw trash in. Volunteers receive gloves provided by these offices.

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.

- Trash bags
- Recycle bags
- Gloves
- Hand sanitizer

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.

IU Welcome Week 2018 Production Schedule

Monday, August 13th

8:00am Parking lot closure notice signs go up

Thursday, August 16th

Midnight Parking Lot Closes
 6:00am 12:00pm Parking Blocks Removed
 7:00am 2:00pm Tyson onSite - Office Trailers Delivered
 8:00am 12:00pm Athletics Deliver - Dumpsters/Trash Cans/Barricades/Cable Ramps
 8:00am 12:00pm Athletics - Ticket Trailer Delivered
 8:00am 12:00pm MacAllister Rentals - Forklift, Boom Lift & Light Towers Delivered
 8:00am 5:00pm Fence Setup Begins
 8:00am 5:00pm Southside Rental - Tents/Tables/Chairs Delivered
 1:00pm 5:00pm Physical Plant - Generators Delivered
 1:00pm 6:00pm Stage Arrives/Setup

Friday, August 17th

8:00am 5:00pm Finish Fence Installation
 8:00am 8:00pm Port-a-Johns Delivered
 9:00am 1:00pm Load in Production - Sound/Lighting/Video
 10:00am 1:00pm Waterstation Hookup
 9:00am 12:00pm ESG Deliver Barricade
 1:00pm 2:00pm Stagehand Meal Break
 2:00pm 6:00pm Load in Production - Sound/Lighting/Video
 6:00pm Break Stagehands

Saturday, August 18th

10:00am 1:00pm Colortyme Furniture Delivery - UB Stall will meet for delivery
 Stagehand Call
 1:00pm 2:30pm Stage Prep for Sound Checks
 1:00pm 6:00pm Carnival Vendors Arrive/Setup
 2:30pm 4:00pm Headliner Sound Check
 4:00pm 5:00pm Direct Support Sound Check
 5:00pm 6:00pm Support Sound Check
 6:00pm 6:30pm Meal Break
 6:30pm Stage Hands (Show Call)
 7:00pm **Carnival Start** Upper Lot
 7:00pm 10:00pm **local DJ** Music for Carnival & Walk In
 9:00pm 10:00pm Doors
 10:00pm 10:45pm **Support 1** 45 Mn
 15 min Set Change
 11:00pm 11:45pm **Support 2** 45 Min
 15 min Set Change
 12:00pm 1:00am **Headliner** 60 Min
 1:00am Walk Out Upper Lot
 1:00am Begin Strike
 1:00pm Est. Strike End Time
 5:00am

IU Welcome Week 2018
Production Schedule

Sunday, August 19st

| | | |
|---------|--------|------------------------------|
| 8:00am | 5:00pm | Fence Removed |
| 8:00am | 5:00pm | Pickup Tents/Tables/Chairs |
| 11:00am | 3:00pm | Stage Strike |
| ?? | | Colortyme Furniture Pickup |
| ?? | ?? | Reinstall Parking Barricades |
| 8:00pm | | Parking Lot Reopens |

Monday, August 20th

| | | |
|--------|--------|--|
| 7:00am | 5:00pm | Office Trailer Pickup |
| 8:00am | 5:00pm | Generator Pickup |
| 8:00am | 5:00pm | Barricade/Trash Can/Dumpster/Cable Tray Pickup |
| 8:00am | 5:00pm | Forklift & Light Tower Pickup |

E 13TH ST

N WALNUT GROVE

N FEE LN

Inspection Point

Ticket Takers

First Aid Tent

Ticket Trailer

Walk Way

Light Poles

Woodchip Path

Light Towers

Restrooms and Wash Stations

FOH

Light Tower

Artist and Staff Trailers

Sponsor & Merch Tables

PP TRAINING 425C

Light Poles

Generator Trailer Power

Emergency Exit

Main Entrance

Generator Production Power

Light Tower

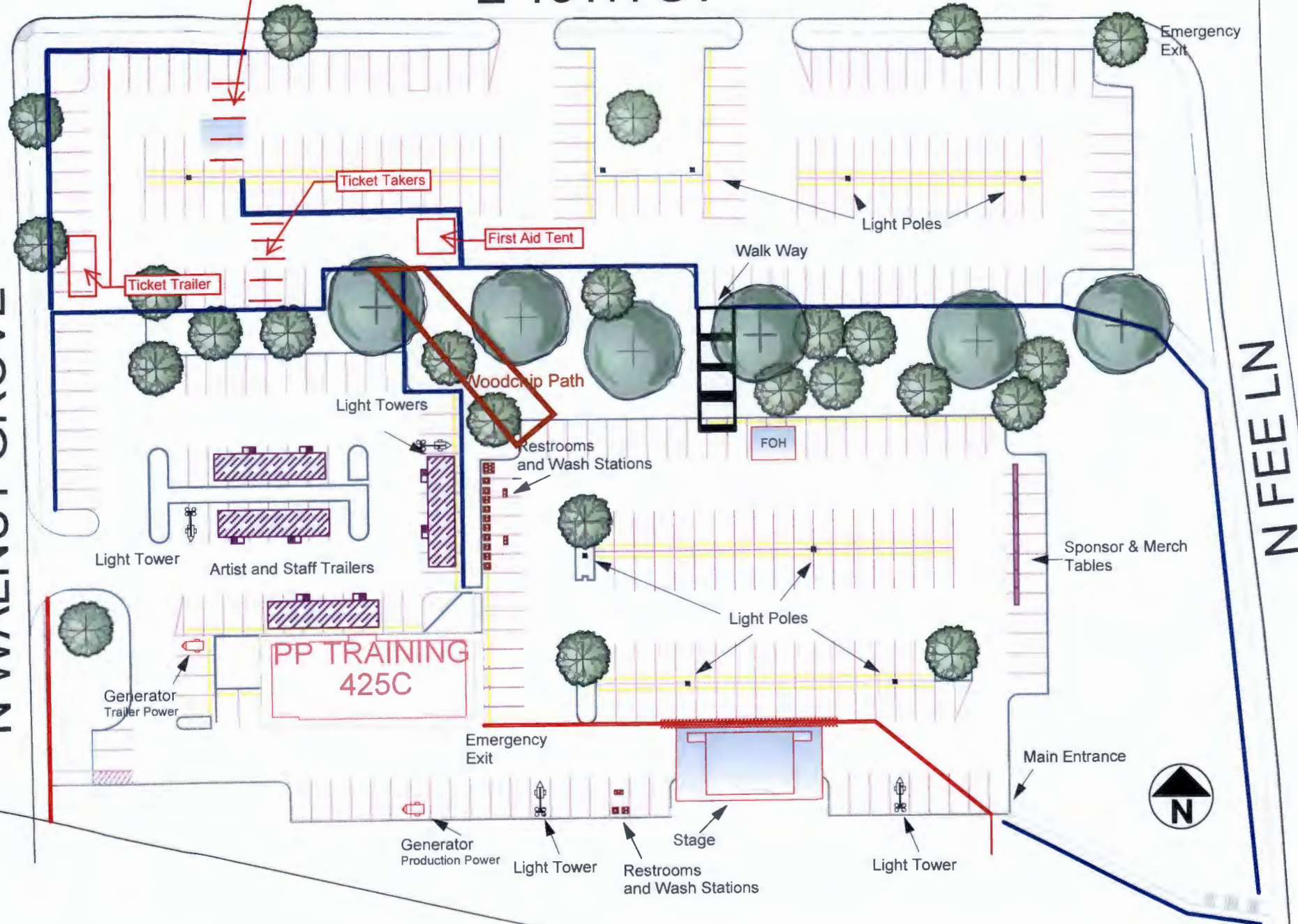
Stage

Restrooms and Wash Stations

Light Tower



Emergency Exit







Board of Public Works Staff Report

Project/Event: IU Student Life and Learning Involvement Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Mara Dahlgren - IMU

Date of Event: August 20, 2018

Date of Meeting: June 12, 2018

Report: IU Union Board would like to close 7th Street between Woodlawn and Indiana on August 20, 2018 from 8:00 a.m. until 9:00 p.m. for the Student Involvement Fair as they have done in the past. The Student Involvement Fairs is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. This year, the event will be on the first day of classes from 3 – 7 p.m. (shifting the time to accommodate class schedules and move it out of the hottest time of the day). The Student Involvement Fair will feature over 400 student organizations and around 100 community service organizations and IU departments, as well as food, and music in Dun Meadow and on 7th Street. The Student Involvement Fair is free and open to all.

Type 3 barricades will be placed at all intersections. BPD and BFD have approved this request.

Recommendation and Supporting Justification: The petitioners have provided a traffic control plan, will provide insurance and traffic control. The event is in a campus area. A noise waiver has been included in the resolution as well as a hold harmless clause.

Recommend **Approval** **Denial by** Sean Starowitz

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-54**

IU UNION BOARD STUDENT INVOLVEMENT FAIR

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

WHEREAS, IU Union Board has requested use of city streets to conduct a student involvement fair; and

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

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.
2. The street closures outlined above are for the purposes of allowing IU Union Board to provide an event of high quality that is mutually beneficial to participants and the community on Monday, August 20, 2018.
3. IU Union Board shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Union Board agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Union Board agrees to close the streets not before 8:00 a.m. on Monday, August 20, 2018 and to remove barricades and signage by 9:00 p.m. on Monday, August 20, 2018.
4. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 9:00 p.m. on Monday, August 20, 2018.
5. 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.

RESOLUTION 2018-54

6. The Board of Public Works herein declares the above-described an approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. IU Union Board 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, IU Union Board, 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 12th DAY OF JUNE, 2018

BOARD OF PUBLIC WORKS:

IU UNION BOARD

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date

June 12th



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

| | | | |
|------------------------------|--|---------------|--------------|
| Contact Name: | Mara Dahlgren | | |
| Contact Phone: | 812-855-9252 | Mobile Phone: | 847-682-5452 |
| Title/Position: | Assistant Director, Activities & Events | | |
| Organization: | Indiana Memorial Union | | |
| Address: | 900 E. 7 th Street | | |
| City, State, Zip: | Bloomington, IN 47405 | | |
| Contact E-Mail Address: | mdahlgre@indiana.edu | | |
| Organization E-Mail and URL: | imuae@indiana.edu | | |
| Org Phone No: | 812-855-4682 | Fax No: | |

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

| | | | |
|-------------------------|--|---------------|--|
| Organization Name: | IU Dining | | |
| Address: | 801 N. Jordan | | |
| City, State, Zip: | Bloomington, IN 47405 | | |
| Contact E-Mail Address: | rashriv@iu.edu | | |
| Phone Number: | 812-855-2418 | Mobile Phone: | |
| Organization Name: | Student Life & Learning | | |
| Address: | 900 E. 7 th Street | | |
| City, State, Zip: | Bloomington, IN 47405 | | |
| E-Mail Address: | jcisner@iu.edu | | |
| Phone Number: | 812-855-4311 | 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: August 20, 2018

Time of Event: Date: 8/20/18 Start: 3pm Date: 8/20/18 End: 7pm

Setup/Teardown time Needed Date: 8/20/18 Start: 8am Date: 8/20/18 End: 9pm

Calendar Day of Week: Monday

The **Student Involvement Fair** is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. This year, the event will be on the first day of classes from 3-7pm (shifting the time to accommodate class schedules and move it out of the hottest time of the day). The Student Involvement Fair will feature over 400 student organizations and around 100 community service organizations and IU departments in Dunn Meadow and on 7th Street (between Indiana & Woodlawn). The Student Involvement Fair is free and open to all.

Description of Event: There will be an information booth closest to the IMU Commons entrance to help people navigate the Fair and there will be sections visually highlighted around student organization topics to continue to make the fair easier to navigate. 2-3 stages will be provided for student organizations for performances and demonstrations. The Dunn Meadow concrete pad will be used in addition to the steps behind the newly created Indiana University sign at the corner of Indiana and 7th Street. A third stage may be placed in the middle of the fair for the event emcee – most likely WIUX.

The IMU will be providing food for sale through the Dunn Meadow Grill on the Centennial Patio. An additional food offering may be provided through IU Dining but that has not been determined yet.

Expected Number of Participants: 3,000

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:

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

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

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

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

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

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

8. CHECKLIST

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

For City Of Bloomington Use Only

| | | | |
|----------------|------------------------------------|----------------|--------------|
| Date Received: | Received By: | Date Approved: | Approved By: |
| | Economic & Sustainable Development | | |

BPD-Okay 6-4-18
BFD-Okay 6-5-18

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Student Involvement on 7th Street.

The Board of Public Works meeting to hear this request will be June 12, 2018. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for the Student Involvement Fair will be on file and may be examined in the Public Works office on the Friday, June 8 prior to the Tuesday, June 12 meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

Contact Information- Other

Event Contact Information

Organization: Indiana Memorial Union

Primary Contact: Mara Dahlgren

Primary Email: mdahlgre@indiana.edu

Primary Phone: (81)855-9252

Event Overview

Event Name: Student Involvement Fair

Event Date: Monday, August 20

Event Time: 3:00 -7:00PM

Event Location: Dunn Meadow & 7th Street (between Indiana & Woodlawn)

Event Description: The Student Involvement Fair is an annual event that provides students the opportunity to meet with and learn about ways to get involved on campus. This year we will be moving the event earlier in the academic calendar to the first day of classes and shifting the time to accommodate class schedules and move it out of the hottest time of the day. The Student Involvement Fair will feature over 400 student organizations and around 100 community service organizations and IU departments in Dunn Meadow and on 7th Street. The Student Involvement Fair is free and open to all.

There will be an information booth closest to the IMU Commons entrance to help people navigate the Fair and there will be sections visually highlighted around student organization topics to continue to make the fair easier to navigate. 2-3 stages will be provided for student organizations for performances and demonstrations. The Dunn Meadow concrete pad will be used in addition to the steps behind the newly created Indiana University sign at the corner of Indiana and 7th Street. A third stage may be placed in the middle of the fair for the event emcee – most likely WIUX. A number of novelty attractions will likely be added to 7th Street.

The IMU will be providing food for sale through the Dunn Meadow Grill on the Centennial Patio. An additional food offering may be provided through RPS but that has not been determined yet.

Statement of Support for IU Community

The Student Involvement Fair is a substance free event that promotes the values of Indiana University and seeks ways to promote inclusion. The Student Involvement Fair is promoted to primarily students but since the event is located in Dunn Meadow, the Fair is open to all.

Extra care will be taken to consider student organizations that have conflicting viewpoints and their placement at the Fair. We will work with the Office of International Services as well as the cultural houses to ensure a positive experience for all students.

If any participant of the fair creates a harmful environment, we will work with IUPD to have them removed from the event.

Information about the Use of Space

Below, you will find a diagram for the space and the projected plans.



Timeline for the Student Involvement Fair

- Monday, August 20, 2018
 - TBD: Barricades for 7th street, trash/recycling barrels, port-a-potties dropped off
 - 8AM: Arrival of rented equipment OR decision for rain date in event of inclement weather
 - 8AM: Street is closed by IUPD
 - 1:00PM: Arrival of IATSE staff to set up sound equipment
 - 1:45PM: Student Organizations Begin checking in, waitlist begins
 - 2:45PM: Student Organization Check in ends
 - 3:00PM: Fair begins, performances begin on stages
 - 7:00PM: Fair ends & tear down begins
 - 7:30PM: 7th Street reopens
 - 9:00PM: Tear down ends

Safety and Risk Prevention Plan

- Since this an outside event, the event will only occur if the weather is clear. In the event of inclement weather, Tuesday, August 21st will be the rain date for the fair. A decision regarding implementing the rain date will be made either the day before or the day of the event depending on the needs of the rental company.
- We will have at least 6 IUPD officers at the Fair to help with the closing of 7th Street (if approved) from Indiana to Woodlawn. They will also be there to assist with any disruptive behavior and ensure safety.
- Indiana Memorial Union and Student Life & Learning staff will be at the fair all day to monitor and manage the fair, at least 4 members of our staff will be available at any given time. We will have around 20 volunteers to help manage the fair and respond to any issues that come up. The volunteers will be provided with water and shade during event setup, and with break times to get indoors and eat meals. Volunteers during the event itself will also be provided with water and breaks so they can sit and rest during the event.
- There will be EMTs on site to respond to any health concerns.
- For any attractions brought in, we will be working with companies that provide staff to set up, operate, and tear down all novelty items. These staff members, along with our student and staff volunteers, will be present at each station and ensure that all safety measures are being followed.
- Training for student volunteers will occur with the help of trained novelty agency staff. Student volunteers will be apprised of the safety measures required for participating in any novelty.
- Indiana University approved waivers will be provided at any attraction and signed by each participant who participated in an attraction. A wristband will be provided to each participant only after a waiver has been signed.
- Volunteers will be instructed that only individuals displaying the appropriate wristband will be able to participate in any inflatable/novelty attraction.

Weather Monitoring Plan

If lightning is seen and/or thunder is heard during set up, the event, or tear down, the IMU will be used to as an evacuation location. If radar determines that lightning is within 10 miles of event location in Dunn Meadow, all individuals on site will be asked to move inside the Indiana Memorial Union for safety as quickly as possible.

Bullhorns and the stage sound systems will be used by event staff to announce the evacuation plan to the IMU and volunteers will assist in directly people into the building. Participants will be directed to the Commons entrance if they are able. The Commons, Market, and any other large event space available in the IMU will be used to hold event participants. Volunteers and IMU staff will be placed at the Commons North entrance to advise event attendees to stay inside. Staff and volunteers cannot require that attendees stay inside the building but can advise them to stay inside until weather clears. Volunteers and staff will be looked to as resources during this time and a designated staff member will keep each event staff member at an entrance updated on weather and the waiting time.

30 minutes after the last lightning strike, individuals will be allowed back outside to Dunn Meadow via announcements made over megaphones by IMU staff.

A Weather Monitor will be designated prior to the event and will monitor potential severe and inclement weather and lightning during all hours of the event through the use of online tools, such as weather.com or local media outlets.

Information about Amplified Sound & Stages

We will be using the stages created in Dunn Meadow and may bring in one small riser for the third stage if possible. If a third stage is added, we will work with INLOCC to have the stage inspected ahead of time.

For this event to be able to showcase the incredible talent of our student organizations as well as provide a lively environment, we would appreciate an exception to the amplified sound policy that would allow up to have amplified sound from 3pm to 7pm.

Information about Food and Restroom/Waste Management

Food/Beverage Plan

The IMU will have the Dunn Meadow Grill open during the event and we may have an RPS food offering on 7th Street if possible. Food safety procedures will be followed.

Water will be provided for students for free and we are looking to work with Coke to offer additional drinks for free.

Restroom & Waste Management Plan

There will be public, portable, restrooms located centrally at the event, which will be easily accessible by participants. There will be ADA accessible restrooms and portable hand-washing stations as well. We will be ordering trash barrels and recycle bins from Campus Division that will be strategically placed throughout the event to prevent litter. Event staff will remain on-site post-event to do a sweep of the area for trash and to make the location as clean as possible.

Certificates of Insurance

We will be actively working to collect all contracts and certificates of insurance for our third-party vendors. All contracts will be processed through IU Purchasing, who has official signatory power on behalf of IU.

Information about High Risk Activities

Liability Waivers

For any attractions brought in, we will require students to fill out an IU liability waiver approval by General Council.

Road Closure for Student Involvement Fair



Key

 = Type 3 Barricade

7th Street from Indiana to Woodlawn will be closed in both directions with barricades placed at Indiana and Woodlawn (not blocking the flow of traffic going north, just east to west) and on Fess and Park to restrict traffic from coming onto 7th Street.



Board of Public Works Staff Report

Project/Event: Bloomington Boogies Festival

Petitioner/Representative: Craig Brenner

Staff Representative: Sean Starowitz

Meeting Date: June 12, 2018

Craig Brenner will be hosting the Bloomington Blues & Boogie Woogie Piano Festival on Sunday August 12, 2018. This will be the 4th annual Bloomington Blues & Boogie Woogie Piano Festival. Included in the packet are letters from nearby businesses/organizations affected with no complaints.

Mr. Brenner is requesting to reserve seven (7) parking spaces on the north side of W. 4th Street at the 100 block between the hours of 10:00 a.m. and 10:00 p.m. on Sunday, August 12, 2018 walk will remain open but a temporary fence structure will be installed due to Alcohol and Tobacco Commission requirements. He is also requesting a noise permit for amplified announcements and music.

Staff supports the request.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-55**

BLOOMINGTON BOOGIES

WHEREAS, the City of Bloomington Board of Public Works (hereinafter “City”) is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, Craig Brenner is desirous of using all parking spaces at the 100 block of the north side of W. 4th Street from Walnut to College in conjunction with a music festival event to be held on the John Waldron Arts Center Plaza on August 12, 2018 from 1:00 p.m. until 8:00 p.m.; and,

WHEREAS, Craig Brenner 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 approves the event herein described, subject to the following conditions:

1. The City declares that Craig Brenner may utilize the sidewalk and reserve all seven (7) parking spaces on the north side of the 100 block of W. 4th Street from Walnut to College from 10:00 a.m. until 10:00 p.m., which includes set up and tear down, on Sunday, August 12, 2018 as part of a special event for the general public.
2. Craig Brenner shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. Craig Brenner will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Sunday, August 12, 2018.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. Craig Brenner shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Craig Brenner, for himself, his 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

Resolution 2018-55

employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

ADOPTED THIS 12th day of June, 2018.

BOARD OF PUBLIC WORKS:

Craig Brenner:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Position



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION *BW June 12*

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: | Craig Brenner for Bloomington Boogies | | |
| Contact Phone: | 812-334-0415 | Mobile Phone: | 812-929-1784 |
| Title/Position: | Festival Organizer | | |
| Organization: | Bloomington Boogies: The Bloomington Blues & Boogie Woogie Piano Festival | | |
| Address: | 1101 S. Fess Ave. | | |
| City, State, Zip: | Bloomington, IN 47401 | | |
| Contact E-Mail Address: | craigbrennerboogies@gmail.com | | |
| Organization E-Mail and URL: | https://bloomingtonboogies.com/ | | |
| Org Phone No: | 812-334-0415 | Fax No: | |

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

| | | | |
|-------------------------|--|---------------|--|
| Organization Name: | Ivy Tech John Waldron Arts Center (One Major Sponsor) Attn. Paul Daily | | |
| Address: | 122 S. Walnut St. | | |
| City, State, Zip: | Bloomington, IN 47404 | | |
| Contact E-Mail Address: | Pdaily3@ivytech.edu | | |
| Phone Number: | 812-330-4400 | Mobile Phone: | |
| | Other Major Sponsors: VisitBloomington, BUEA, Carmin Parker PC, Maple Grove Farms LP, Mark Wiedenmayer, and other supporters listed at https://bloomingtonboogies.com/sponsors | | |
| Organization Name: | Food/Beverage Vendors: La Poblana Taco Truck, David Howard, 574-532-9587; Bloomington Brewing Company, 1795 E. 10 th St., Bloomington, IN 47408, Mike Layman, 812-699-2005 | | |

3. Event Information

| | |
|---------------|---|
| Type of Event | <input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event) |
|---------------|---|



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development

| | | |
|----------------------------------|---|--|
| Date(s) of Event: | 8/12/2018 | |
| Time of Event: | Date 8/12/18 Start: 1 p.m. Date: 8/12/18 End: 8 p.m. | |
| Setup/Teardown time Needed | Date: 8/12/18 Start: 10 a.m. Date: 8/12/18 End: 10 p.m. | |
| Calendar Day of Week: | Sunday | |
| Description of Event: | <p>The 4th Bloomington Blues & Boogie Woogie Piano Festival is Aug. 12, 2018 (with activities in schools on Aug. 13) featuring blues and boogie woogie pianists from around the world. Aug. 12 activities include:</p> <ul style="list-style-type: none"> • Ticketed performances in the Ivy Tech Waldron Auditorium and free performances on the Arts Plaza, 122 S. Walnut St., Aug. 12. Music begins outside at 1 p.m. and continues in- and outside all day. Returning artists include Bob Seeley, C. J. Chenier, Rob Rio, "Uganda" Roberts, Liz Pennock & Dr. Blues, Ricky Nye, Cassidy Gephart and Craig Brenner. New artists include Judy Carmichael, Daryl Davis, Eden Brent, Henri Herbert, and more. Local pianists, rhythm section and dancers will also perform. Ticket info is at https://bloomingtonboogies.com/tickets; tickets are sold at the BCT Box Office and include a discounted, all-day pass • Food and beverages by La Poblano Taco Truck (Mexican) and Bloomington Brewing Company, on the Arts Plaza on Aug. 12 • Bloomington Boogies After Hours at Malibu Grill, 106 N. Walnut St., with free performances Aug. 12, from 8–10:30 p.m., hosted by Florida artists Liz Pennock & Dr. Blues • A limited number of free tickets for students <p>Additional activities include a kickoff during WFHB's "Saturday's Child, Aug. 11, 11 a.m., Monroe Co. History Center; concerts at Fairview and Templeton Elementary Schools and Tri-North Middle School, Aug. 13; and three Piano Workshops in schools on Aug. 13.</p> | |
| Expected Number of Participants: | Total at all events 2,000 – 2,500 over three days | Expected # of vehicles (Use of Parking Spaces to close): 7 |

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

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

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

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

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

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

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

8.

CHECKLIST

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

For City Of Bloomington Use Only

| Date Received: | Received By: | Date Approved: | Approved By: |
|----------------|------------------------------------|----------------|--------------|
| | Economic & Sustainable Development | | SS |
| | Bloomington Police | 6-5-18 | S. Oldham |
| | Bloomington Fire | 6-5-18 | J Johnson |
| | Planning & Transportation | | |
| | Transit | | |
| | Public Works | | |
| | Board of Public Works | | |



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood. Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

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

Event and Noise Information

| | | | | |
|--------------------------|--|---|---|---|
| Name of Event: | Bloomington Blues & Boogie Woogie Piano Festival | | | |
| Location of Event: | 122 S. Walnut St., Bloomington IN | | | |
| Date of Event: | 8/12/18 | Time of Event: | Start: 1 p.m. | |
| Calendar Day of Week: | Sunday | | End: 8 p.m. | |
| Description of Event: | <p>The 4th Bloomington Blues & Boogie Woogie Piano Festival is Aug. 12, 2018 (with activities in schools on Aug. 13) featuring blues and boogie woogie pianists from around the world. Aug. 12 activities include:</p> <ul style="list-style-type: none"> • Ticketed performances in the Waldron Auditorium and free performances on the Arts Plaza. Music begins outside at 1 p.m. and continues in- and outside all day. Returning artists include Bob Seeley, C. J. Chenier, Rob Rio, "Uganda" Roberts, Liz Pennock & Dr. Blues, Ricky Nye, Cassidy Gephart and Craig Brenner. New artists include Judy Carmichael, Daryl Davis, Eden Brent, Henri Herbert, and more. Local pianists, rhythm section and dancers will perform. Ticket info is at https://bloomingtonboogies.com/tickets; tickets sold at the BCT Box Office, and include a discounted, all-day pass • Food and beverages by La Poblano Taco Truck (Mexican) and Bloomington Brewing Company, on the Arts Plaza on Aug. 12 • Bloomington Boogies After Hours at Malibu Grill, 106 N. Walnut St., with free performances Aug. 12 from 8–10:30 p.m., hosted by Florida artists Liz Pennock & Dr. Blues • A limited number of free tickets for students <p>Additional activities a kickoff during WFHB's "Saturday's Child, Aug. 11, 11 a.m., at the Monroe Co. History Center; concerts at Fairview and Templeton Elementary Schools and Tri-North Middle School on Monday, Aug. 13; and three Piano Workshops in schools on Aug. 13.</p> | | | |
| Source of Noise: | <input type="checkbox"/> Live Band | <input checked="" type="checkbox"/> X Piano | <input checked="" type="checkbox"/> x Loudspeaker | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|--|---------------|--------------|
| Name: | Craig Brenner for Bloomington Boogies | | |
| Organization: | Bloomington Boogies | Title: | |
| Physical Address: | c/o Craig Brenner, 1101 S. Fess Ave., Bloomington IN 47401 | | |
| Email Address: | craigbrennerboogies@gmail.com | Phone Number: | 812-334-0415 |
| Signature: | <i>Craig Brenner</i> | Date: | 5/21/2018 |

FOR CITY OF BLOOMINGTON USE ONLY

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

| BOARD OF PUBLIC WORKS | |
|-----------------------------------|--|
| <hr/> Kyla Cox Deckard, President | <hr/> Kelly M. Boatman, Vice-President |
| <hr/> Date | <hr/> Dana Palazzo, Secretary |

Waste and Recycling Management Plan Template

Event name: Bloomington Blues & Boogie Woogie Piano Festival, aka Bloomington Boogies
Number of expected attendees: 600 at Ivy Tech Waldron
Number of food vendors: 1 - 2
Number of other vendors: 1

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

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

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

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

| Type of waste | Collection plan |
|------------------------------|---|
| Food and beverage containers | Recycling bins paired with trash bins |
| Mixed paper | Recycling in on-site, designated bins staffed by volunteers |
| Food waste | Waste bins |

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

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

Recycling bins will be provided by the Downtown Bloomington/Convention Center, and trash bins provided by the Ivy Tech Waldron. Both will be labeled. The trash bins will be paired with the recycling containers, so that there will be both trash and recycling bins adjacent to the food areas on the Arts Plaza and also inside the 4th street entrance to the Ivy Tech Waldron.

A volunteer will be assigned to coordinate and monitor the trash/recycling operations to assure separation. The document I used for the drawing was provided by ITS and is fairly small. The containers for recycling and trash will be located next to the tents (food and beverage) shown on the drawing. Please let me know if this description suffices or if you another drawing with more detail. Please note: in case of rain, outdoor activities and containers will move into the Rose Firebay. Volunteers will collect and transport to local recycling location; trash will be bagged for pick-up at Waldron.

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.

Volunteers will receive written and oral waste and recycling instructions. Vendors will be informed in advance about our waste and recycling plans.

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.

Downtown Bloomington will again provide recycling containers and bags, as it has done each year. We will bring signs and all other items necessary.

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.

Organizer Craig Brenner will be responsible for implementing waste and recycling management plan. He will be assisted by designated volunteers.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER - *See Emails*

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

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

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

Contact Information- Other

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

Ivy Tech Waldron

M Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

4th Annual Bloomington Blues & Boogie Woogie Piano Festival special event permit application

1 message

Paul C Daily <pdaily3@ivytech.edu>
To: Craig Brenner <craigbrennerboogies@gmail.com>

Thu, May 17, 2018 at 12:02 PM

Dear Craig,

Ivy Tech has been a strong supporter of the Bloomington Blues & Boogie Woogie Piano Festival since the first one, and continues to be thrilled that the festival is held on Ivy Tech grounds, at the Ivy Tech John Waldron Arts Center. Part of the strong success of the festival has been the outside aspect, and we fully support your application for a special event permit on Sunday, Aug. 12, 2018.

Sincerely,

Paul

Paul C. Daily
Artistic Director

Ivy Tech John Waldron Arts Center

Changing Lives. Making Indiana Great.



(front desk) 812-330-4400 | (office) 812-330-6240

Ivy Tech John Waldron Arts Center | 122 S. Walnut St. | Bloomington, IN 47404



Craig Brenner <craigbrennerboogies@gmail.com>

Re: Bloomington Boogies

1 message

Jar Turner <manager@wfhb.org>
To: Craig Brenner <craigbrennerboogies@gmail.com>

Thu, May 17, 2018 at 2:20 PM

Hi Craig, this is all okay with me!

Jar Turner
General Manager

WFHB 91.3 / 98.1 / 100.7 / 106.3 FM
108 W. 4th Street
Bloomington, IN 47404

(812) 323-1200
<http://www.wfhb.org>

On Thu, May 17, 2018 at 9:49 AM, Craig Brenner <craigbrennerboogies@gmail.com> wrote:
Hi Jar, As you know, the 4th Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 12, 2018, from 1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We are applying for a special event permit for use of the sidewalk on 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve parking spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those hours. Of course access to WFHB will remain open and will not be blocked.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at an upcoming meeting. We will let you know of the day, time, and location of the meeting so you may attend if you have comments.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office prior to the meeting. All persons interested in said proposal may be heard at the time and place as set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also send an email to me that I can forward to the BPW. If you send an email today or tomorrow I will be able to attach it to our application.

We appreciate your support of the festival.

Thanks.

Craig Brenner
Bloomington Boogies
c/o 1101 S. Fess Ave.
Bloomington, IN 47401
Tel. 812-334-0415
<https://bloomingtonboogies.com/home>

Indiana Limestone

M Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

FW: Bloomington Blues & Boogie Woogie Piano Festival Permit Application

1 message

Matthew Howard <mhoward@ilco.com>

Wed, May 23, 2018 at 8:03 AM

To: "craigbrennerboogies@gmail.com" <craigbrennerboogies@gmail.com>

Cc: Nancy Panzarella <npanzarella@ilco.com>, Duffe Elkins <delkins@ilco.com>

Hi Craig,

We do not have any objections.

Thanks,

Matt

Matt Howard

Chief Financial Officer

INDIANA LESTONE

123 S. College Avenue | Bloomington, IN 47404

Office 812.287.7510 | Cell 317.366.2868

----- Forwarded message -----

From: **Craig Brenner** <craigbrennerboogies@gmail.com>

Date: Sun, May 20, 2018 at 2:45 PM

Subject: Bloomington Blues & Boogie Woogie Piano Festival Permit Application

To: Laura Cooper <lcooper@ilco.com>, Duffe Elkins <delkins@ilco.com>

Hi Mr. Elkins and Ms. Cooper, I am contacting Indiana Limestone on behalf of the 4th Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies), which will be Sunday, Aug. 12, 2018, from 1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center, 122 S. Walnut St., Bloomington.

We are applying for a special event permit again this year for use of the sidewalk on 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve parking spaces on the north side of 4th Street between Walnut St. and College Ave. for use by festival vehicles during those hours. We are contacting you as an adjacent property who might be impacted by the use of the parking spaces, if you are open on Sunday, Aug. 12.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at an upcoming meeting. We will let you know of the day, time, and location of the meeting so you may attend if you have comments.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office prior to the meeting. All persons interested in said proposal may be heard at the time and place as set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also reply by email to me, so that I can forward your reply to the BPW. If you do so within the next two days I will be able to attach it to our application.

We appreciate your support of the festival last year and hope you will support our permit application again this year.

Thanks.

Craig Brenner

<https://bloomingtonboogies.com/>

Tel. 812-334-0415

On Thu, May 4, 2017 at 2:12 PM, Craig Brenner <craigbrennerboogies@gmail.com> wrote:

Thanks! Craig B.

On Thu, May 4, 2017 at 2:07 PM, Laura Cooper <lcooper@lco.com> wrote:

Thank you for informing us of the parking ban on 4th street on Sunday, August 13. Please let me know if you need further assistance!

--
Laura Cooper
Human Resources Leader

123 S. College Ave., Bloomington, IN 47404
Office 812.287.7520 | Cell 614.907.1121



Fountain Square / CFC

Craig Brenner <craigbrennerboogies@gmail.com>

RE: 2018 Bloomington Blues & Boogie Woogie Piano Festival

1 message

Walker, Ron <Ron.Walker@cfcproperties.com>
To: Craig Brenner <craigbrennerboogies@gmail.com>

Mon, May 21, 2018 at 4:12 PM

Yes.

I expect that we'll be supportive as in past years.

Ron Walker | VP, Real Estate

(812) 332-0053

CFC Properties | A Cook Group Company

CONFIDENTIALITY NOTICE: This transmission (including any attachments) contains information which is confidential and/or subject to the attorney-client or work product privilege, and is intended solely for the individual or entity named above. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties. If you have received this transmission in error, please call us collect immediately at (812) 331-1025, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank You.

From: Craig Brenner [mailto:craigbrennerboogies@gmail.com]
Sent: Monday, May 21, 2018 12:31 PM
To: Walker, Ron <Ron.Walker@CFCProperties.com>
Subject: Re: 2018 Bloomington Blues & Boogie Woogie Piano Festival

Hi Ron, Did you receive this message? Thanks! Craig

On Thu, May 17, 2018 at 9:58 AM, Craig Brenner <craigbrennerboogies@gmail.com> wrote:

Hi Ron,

The 4th Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 12, 2018, from 1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We are applying for a special event permit for use of the sidewalk on 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve parking spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those hours. We are contacting you because Fountain Square/CFC Properties is an adjacent property.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at an upcoming meeting. We will let you know of the day, time, and location of the meeting so you may attend if you have comments.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office prior to the meeting. All persons interested in said proposal may be heard at the time and place as set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also send an email to me that I will forward to the BPW. If you send an email today or tomorrow I will be able to attach it to our application.

We appreciate your support of the festival!

Thanks.

Craig Brenner

Bloomington Boogies

c/o 1101 S. Fess Ave.

Bloomington, IN 47401

Tel. 812-334-0415

<https://bloomingtonboogies.com/home>



Laurel Waters <watersl@bloomington.in.gov>

Fwd: 2018 Bloomington Blues & Boogie Woogie Piano Festival - Aug. 12, 2018

1 message

Craig Brenner <craighbrennerboogies@gmail.com>

Thu, May 24, 2018 at 4:12 PM

To: Laurel Waters <watersl@bloomington.in.gov>, Sean Starowitz <starowis@bloomington.in.gov>

Hi Sean and Laurel, I'm forwarding this email which I just received from Best Taste Chinese on 4th street. It is ok with them for us to apply for the permit for the sidewalk and parking on Aug. 12.

Thanks. Craig

----- Forwarded message -----

From: li na <leena0501@hotmail.com>

Date: Thu, May 24, 2018 at 3:43 PM

Subject: Re: 2018 Bloomington Blues & Boogie Woogie Piano Festival - Aug. 12, 2018

To: Craig Brenner <craighbrennerboogies@gmail.com>

Yes, that's ok.

Sorry for the late reply.

Sincerely

Na

发自我的 iPhone

在 2018年5月21日, 12:00, Craig Brenner <craighbrennerboogies@gmail.com> 写道 :

Hi Leo and Leena, Did you receive the message informing you of our request for an event permit across the street from Best Taste on Aug. 12? This event could bring more business to you because some people will see Best Taste and want to come in to eat!

Please let me know if you think our request for a permit is OK. Copied below is Eric's reply when we asked him last year.

Thanks. Craig B.

<https://bloomingtonboogies.com/>

(HERE IS WHAT ERIC REPLIED LAST YEAR ABOUT OUR 2017 EVENT PERMIT:

----- Forwarded message -----

From: Eric Hou <erichou1105@gmail.com>

Date: Thu, May 4, 2017 at 3:07 PM

Subject: Re: 2017 Bloomington Blues & Boogie Woogie Piano Festival

To: Craig Brenner <craighbrennerboogies@gmail.com>

That is ok. Good luck!

Have a nice day !

Eric

2017-04-28 12:37 GMT-04:00 Craig Brenner <craigbrennerboogies@gmail.com>:

Hi Eric,

The 3rd annual Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 13, 2017, from 1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We are applying for a special event permit for use of the right of way: we again want to use the sidewalk on the north side of 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut, and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve all parking spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those hours. We are contacting Best Taste - Bloomington as an adjacent property.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at the Board's meeting scheduled for 5:30 p.m., May 30, 2017, in the Council Chambers at Showers Center City Hall, 401 N. Morton St.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office on Friday, May 26, 2017, prior to the Tuesday, May 30, 2017 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also send an email to me that I will attach to our application and forward to the BPW.

We appreciate your support of the festival and hope you will join us. Please let me know if we can provide additional information.

Thanks.

Craig Brenner
Bloomington Boogies
c/o 1101 S. Fess Ave.
Bloomington, IN 47401
Tel. 812-334-0415
<https://bloomingtonboogies.com/home>

On Thu, May 17, 2018 at 2:50 PM, Craig Brenner <craigbrennerboogies@gmail.com> wrote:

Hi Leo and Leena,

The 4th Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 12, 2018, from 1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center, 122 S. Walnut Street, Bloomington.

We are applying for a special event permit to use the sidewalk on the north side of 4th Street next to the Ivy Tech Waldron Arts Center between Walnut St. and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve parking spaces on the north side of 4th Street between Walnut St. and College Ave. for use by festival vehicles during those hours. We are contacting you at Best Taste - Bloomington because

you are an adjacent property.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at an upcoming meeting. We will let you know of the day, time, and location of the meeting so you may attend if you have comments.

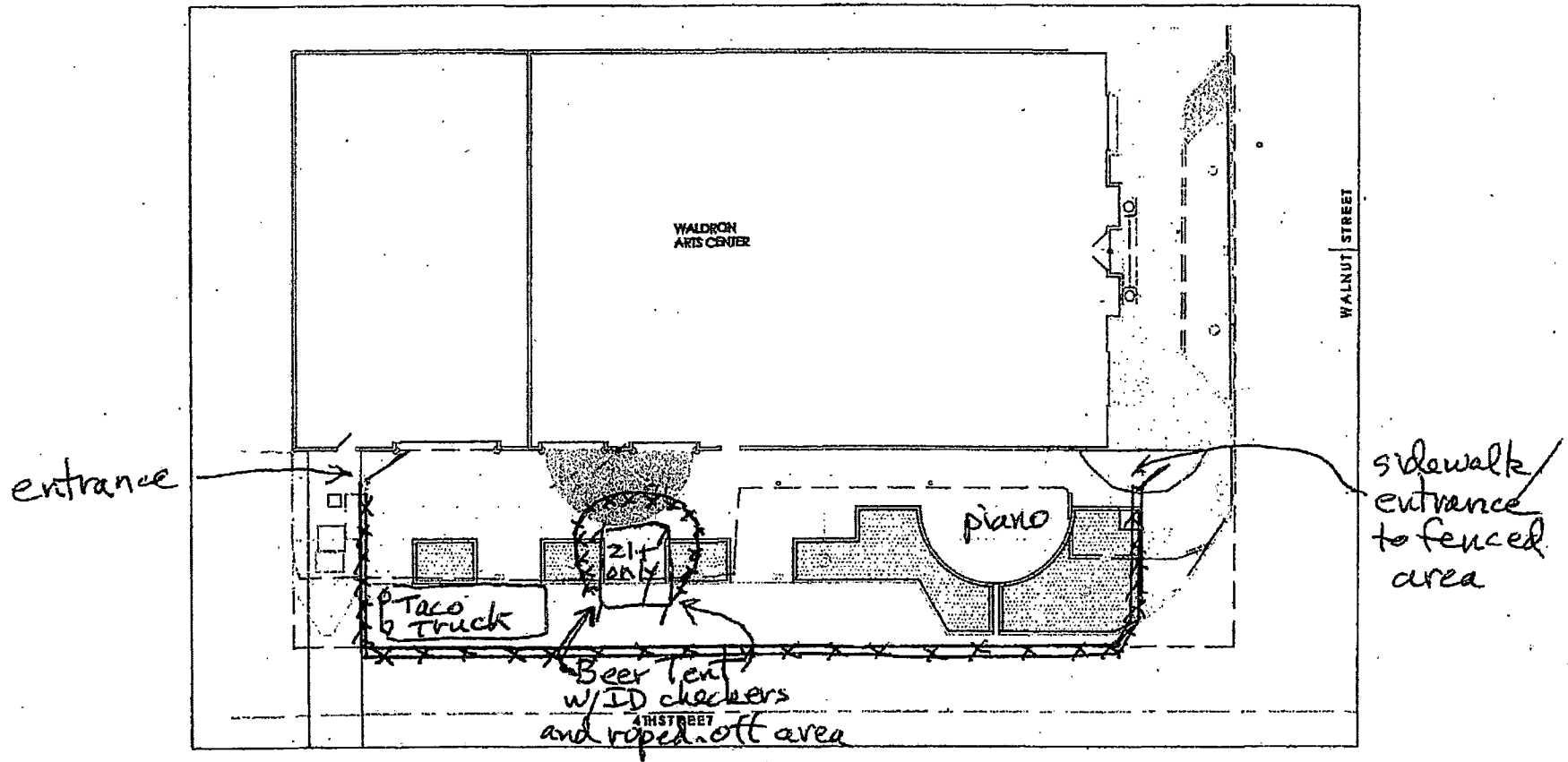
Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office prior to the meeting. All persons interested in said proposal may be heard at the time and place as set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application for the permit, or if you have no objections to our request, you may also reply by email to me, and I can forward your reply to the BPW. If you send an email today or tomorrow I will be able to attach it to our permit application.

We appreciate your support of the festival.

Thanks.

Craig Brenner
Bloomington Boogies
c/o 1101 S. Fess Ave.
Bloomington, IN 47401
Tel. 812-334-0415
<https://bloomingtonboogies.com/home>



Bloomington Boogies 2018

WALDRON ARTS CENTER

122 S. Walnut St.
 Bloomington IN 47404



Board of Public Works Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Jordan Davis, The Chocolate Moose

Staff Representative: Laurel Waters

Meeting Date: June 12, 2018

Jordan Davis has applied to renew his Pushcart License for The Chocolate Moose. 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 pushcart selling prepackaged ice cream.

This application is for one year and has been back dated to the date his previous pushcart lapsed: May 16, 2018, and ending May 15, 2019. He has been approved to operate on private property.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-56**

**Pushcart in Public Right of Way
Jordan Davis, Penguin Enterprises LLC dba The Chocolate Moose**

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, Penguin Enterprises LLC dba The Chocolate Moose (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until May 15, 2019.

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

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

RESOLUTION 2018-56

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 JUNE, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-President

Dana Palazzo, Secretary

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

Jordan Davis, Penguin Enterprises LLC
dba The Chocolate Moose

Date: _____



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

| | | |
|-------------------|-----------------------|----------------------------|
| Name: | Jordan Davis | |
| Title/Position: | General Manager | |
| Date of Birth: | 01-22-90 | |
| Address: | P.O. Box 1685 | |
| City, State, Zip: | Bloomington, IN 47402 | |
| E-Mail Address: | jdavis@mooseblown.com | |
| Phone Number: | | Mobile Phone: 317-439-3903 |

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

| | | |
|---|--|---------------|
| If applicant is not a resident of Indiana, they must designate a resident to serve as a contact for the city. | | |
| Name: | | |
| Address: | | |
| City, State, Zip: | | |
| E-Mail Address: | | |
| Phone Number: | | Mobile Phone: |

4. Company Information

| | | | | |
|------------------------|---|--------------------------------------|--------------------------------------|--|
| Name of Employer: | The Chocolate Moose | | | |
| Address of Employer: | P.O. Box 1685 | | | |
| City, State, Zip: | Bloomington, IN 47402 | | | |
| Employment Start Date: | _____ | End Date (if known): | _____ | |
| Phone Number: | 812-320-2289 | | | |
| Website / Email: | moosetown.com | | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor |
| | <input type="checkbox"/> Other: | | | |

5. Company Officer Information

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

| Name | Address |
|-----------------|---|
| Justin Loveless | 2923 S. ONEAL DR, Bloomington, IN 47403 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

| | |
|---|------|
| Date of incorporation or organization: | 2012 |
| State of incorporation or organization: | IN |
| (If Not Indiana) Date qualified to transact business in state of Indiana: | 2012 |

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

| | |
|--|--|
| Pre packaged 1/2 pints of ice cream | |
| Planned hours of operation: | Friday 11am-9pm, Random other times |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | Food Truck Friday, Kirkwood |
| Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | Please Attach X |
| Have you had a similar license, either from the city Bloomington, or a different municipality, revoked? | Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Corrected by Luwato per applicant |
| (If Yes) Provide details | |

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

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

For City Of Bloomington Use Only

| | | | |
|---------------------------------|----------------------------------|----------------|--------------|
| Date Received: <i>6-6-18</i> | Received By: <i>R. Waters</i> | Date Approved: | Approved By: |
|---------------------------------|----------------------------------|----------------|--------------|

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
04/28/2016 04:26 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 2012041000713
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PENGUIN ENTERPRISES LLC
PRINCIPAL OFFICE ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

YEARS FILED

YEARS 2016/2017

REGISTERED OFFICE AND ADDRESS

NAME JUSTIN LOVELESS
ADDRESS 401 S WALNUT ST, BLOOMINGTON, IN, 47401, USA

PRINCIPAL(S)

TITLE Member
NAME Justin Wyatt Loveless
ADDRESS 401 S. Walnut St, Blmgtm, IN, 47401, USA

SIGNATURE

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY April 28, 2016

SIGNATURE Justin Loveless
TITLE Member

Business ID : 2012041000713
Filing No. : 5296930



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 635-2700

CONTROL NUMBER
1600131840080

COPY

CHOCOLATE MOOSE THE
401 S WALNUT ST
BLOOMINGTON, IN 47401-4613

TID: 0143693786
LOC: 001
FID: 45-5010807/0
ISSUED: 04/01/2016
EXPIRES: 04/30/2018

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

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

PENGUIN ENTERPRISES LLC
PO BOX 1685
BLOOMINGTON, IN 47402-1685

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Jordan A. Davis

Name, Printed

Jordan A. Davis

Signature

6-6-18

Date Release Signed



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

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

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

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

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- Between the north side of Dodds Street and the south side of 2nd Street
- Between the north side of 3rd Street and the south side of 4th Street
- Between the north side of 6th Street and the south side of Fairview Street

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

Vendor:

Name: Jordan A. Davis
Signature: Jordan A. Davis
Date: 6-6-18



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Special Event Consent

This letter authorizes The Chocolate Moose, to park a pushcart
(Name of Pushcart)

within one-block radius of the following Special Event: Food Truck Friday
(Name of Special Event)

This consent shall run concurrent with the Pushcart License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The owner and operator of the Pushcart is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

Special Event Representative:

Name: Jordan A. Davis
Signature: [Handwritten Signature]
Date: 6-6-18
Telephone Number: 317-439-3903

Vendor:

Name: Jordan A. Davis
Signature: [Handwritten Signature]
Date: 6-6-18
Telephone Number: 317-439-3903



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Jordan A. Davis
Signature: Jordan A. Davis
Date: 6-6-18

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

Chocolate Moose Cart #1

Penguin Enterprises

PO Box 1685

Bloomington, IN 47402

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.

2018

Issued JAN 31 2018
By *Thomas W. Sharpe*

Expires annually on the last day of February

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: Declare Surplus Property and Authorize Auction
Petitioner/Representative: City Departments
Staff Representative: Jason Speer / Lisa Lazell
Date: June 1, 2018

Report: Our Fleet Maintenance Division has compiled a list of various vehicles, equipment and miscellaneous items that are no longer in use by City Departments. The auction is scheduled for 10:00 a.m., Saturday, July 14th at the Frank Southern Ice Arena.

We are asking the Board to declare these items “surplus property” and authorize them to be sold at a public auction.

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Jason Speer / Lisa Lazell*

RESOLUTION 2018-57
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS
SURPLUS PROPERTY

WHEREAS, in accordance with the provisions of Indiana Code § 5-22-22, the City of Bloomington Board of Public Works, as authorized purchasing agent for the City of Bloomington, may determine that personal property that is no longer needed or is unfit for the purpose for which it was intended may be declared surplus; and,

WHEREAS, the City of Bloomington owns various vehicles and equipment which is no longer used for various reasons such as cost to repair, being outdated, or parts of things that we no longer have, or items have been replaced with more energy efficient versions; and

WHEREAS, pursuant to Indiana Code § 5-22-22-5, a purchasing agency may sell surplus personal property by public auction; and,

WHEREAS, the City of Bloomington Board of Public Works wishes to sell the property in accordance with the procedures set forth in Indiana Code § 5-22-22;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that the vehicles and equipment attached to this resolution as “Attachment A” are hereby deemed surplus, and further authorizes staff to conduct a public auction to sale of such vehicles and equipment.

ALL OF WHICH IS RESOLVED this _____ day of June, 2018.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

| DEPARTMENT | UNIT # | | |
|--------------|-------------------|----------------|-----------|
| ANIMAL | 928 van | 2010 Ford | E250 |
| ANIMAL | 930 van | 2006 GMC | Savana |
| ITS | 240 suv | 1997 Ford | Explorer |
| PLAN & TRANS | 218 van | 1995 Chevrolet | G-20 |
| RISK | 233 suv | 1998 Jeep | Cherokee |
| SANITATION | 939 packer | 2004 Peterbilt | 320 |
| SANITATION | 946 packer | 2011 Peterbilt | 320 |
| SANITATION | 947 packer | 2011 Peterbilt | 320 |
| STREET | 421 dump truck | 2000 Chevrolet | C8500 |
| STREET | 436 dump truck | 1999 Chevrolet | C7500 |
| STREET | 440 dump truck | 1999 Chevrolet | C7500 |
| STREET | 433 dump truck | 1997 Chevrolet | Topkick |
| FIRE | 328 pick up truck | 2004 Chevrolet | Silverado |
| FIRE | 352 pick up truck | 2004 GMC | Canyon |

MISC FLEET DEPARTMENT

Weatherhead Cabinet

Misc auto oboselete auto parts

Used pintle hitches

Misc police video equipment

Misc light bar parts

Parking meter parts

Rotary lever assy for trash truck

Cylinder pistons

Lubricator

Misc hyd motors

Fire truck cables

Used dump truck axle

Misc tools

Misc tires

Jacks

Desk Topper

street sweeper brooms

300 gallon plastic liquid totes

Hub Caps

Pallets

Stainless Dog cages
Metal Cart
Misc Lights
Hyd pumps
Tool Box
Cables
Wood Chipper knife set
U-Bolts

MISC STREET DEPARTMENT

Weldonanpower 150 Lincoln Welder
Lindsay Compressor on a trailer
Chainsaws
Green pole base covers cast aluminum
Misc 2 way radios and parts

MISC FACILITIES LIST

4 drawer filing cabinets
2 drawer filing cabinets
Stainless steel sink units
Metal Shelving unit
wooden desk
waterless urinal

MISC LEGAL LIST

4 drawer filing cabinet
2 drawer filing cabinet
Binders
Plastic desk top shelves
Styrofoam Cooler
Tripod
CPR Equipment
Office Chair
VHS tapes - blank
shelving units



Board of Public Works Staff Report

Project/Event: Approval of Addendum Contract for Auction Services
Petitioner/Representative: DPW Fleet Maintenance Division
Staff Representative: Jason Speer / Lisa Lazell
Date: June 4, 2018

Report: We are requesting approval of an addendum to the contract for Auction Services for the sale of surplus and obsolete property owned by the City

BPW members approved a contract for Auction Services on May 15, 2017, with Haley Auction Services. The contract allows for an extension for future years. The commission rate stated is 5% of the gross sales and reimbursement for advertising fees.

Recommendation and Supporting Justification: Staff recommends award of the addendum contract for Auction Services to Haley Auction Service.

Recommend **Approval** **Denial by:** Jason Speer / Lisa Lazell

**ADDENDUM #1 TO AGREEMENT FOR
AUCTION SERVICES FOR THE SALE OF
SURPLUS AND OBSOLETE CITY PERSONAL PROPERTY**
between the
CITY OF BLOOMINGTON
and
HALEY AUCTION SERVICE, LLC

This Addendum #1 supplements the Agreement for Services with Haley Auction Service, LLC entered on May 16, 2017 as follows:

1. Scope of Services: Article 1 of the Agreement between the City of Bloomington Public Works Department through the Board of Public Works and Haley Auction Service, LLC states: "...Work under this Agreement shall be conducted during the summer of 2017. This Agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summers of 2018 and 2019, provided the Contractor gives written notice to the City on or before March 1, 2018, and March 1, 2019, respectively, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement...."
2. Both the City and Contractor agree to renew this Agreement for the 2018 auction.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed the day and year first set forth.

CITY OF BLOOMINGTON

HALEY AUCTION SERVICE, LLC

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____
Tod Wesemann

By: _____
Adam Wason, Director
Public Works Department

By: _____
Philippa M. Guthrie,
Corporation Counsel

| |
|--|
| CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>6.4.18</u> |
|--|

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 6.5.18
FUND/ACCT: 302-17-471

PERSONAL PROPERTY AUCTION CONTRACT

Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 6th day of June, 2018 between
City of Bloomington

of _____, hereafter called Seller,
and Haley Auction Service LLC, hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

The auction is to be held at Frank Southern Center south parking lot
on the 14 day of July, 2018. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

| Item | Mortgage or Lien Holder | Address | Approximate Unpaid Balance |
|-------|-------------------------|---------|----------------------------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 5%

Clerk's Fee _____

Cashier's Fee _____

Other Personnel _____ (x) _____ (Seller's Signature) _____ (Telephone)

Advertising All printed material (x) _____ (Seller's Signature) _____ (Telephone)

Other _____
(x) [Signature] _____ (Seller's Address)

(Auctioneer's Address) _____ (Telephone) _____ (Seller's Social Security No. or FED ID No.)

PROJECT NAME: Personal Property Auction Services for the Sale of Surplus and Obsolete City Property

AGREEMENT FOR SERVICES

This Agreement, entered into on this 16th day of May, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Haley Auction Service, LLC (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **sell its surplus and obsolete personal property at a public auction;**

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

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

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

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

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Work under this Agreement shall be conducted during the summer of 2017. This Agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summers of 2018 and 2019, provided the Contractor gives written notice to the City on or before March 1, 2018, and March 1, 2019, respectively, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

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

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The Director of Public Works or his

designee shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Director of Public Works or his designee shall not unreasonably withhold his approval as to the adequacy of such performance.

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

A. Information/Reports

Provide Contractor with reports and any information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the Director of Public Works or his designee to serve as the Board's representative for the project. The representative shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Five Percent (5%) Commission Rate of the total gross amount of auction proceeds and reimbursement of auction advertising costs.**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

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

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Contractor shall provide evidence of both insurance policies to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or

fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

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

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

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

Article 16. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any

such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Adam Wason
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Contractor:

Haley Auction Service, LLC
Attn: Tod Wesemann
1025 E. Dillman Road
Bloomington, IN 47401

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

Article 22. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Board obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Board shall

terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify 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 Board.

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct.

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

Contractor

City of Bloomington
Board of Public Works

Haley Auction Service, LLC

By: [Signature]
Kyla Cox Deckard,
President

By: [Signature]
Tod Wesemann

By: [Signature]
Adam Wason, Director
Department of Public Works

By: [Signature]
Philippa M. Guthrie,
Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 5.16.17

7

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]
DATE: 5/16/17

FUND/ACCT: 802-17 - NET OF REP
Rev.

EXHIBIT A

SCOPE OF WORK

| |
|--|
| AUCTION SERVICE PROVIDER AGREES TO: |
|--|

- 1.1.1** Design, post and bear all media advertising expenses for the auction except for any legal advertising required by the state. Advertising shall be conducted in a manner to obtain the maximum sale potential. Advertisements should include Indiana and surrounding states, internet websites or media, and local and surrounding area newspapers of general circulation. The Service Provider shall submit an itemized budget for advertising. All advertising expenses will be reimbursed at cost with no markup allowed. The Service Provider shall submit proper documentation of advertising expenses and postings prior to reimbursement.
- 1.1.2** Conduct a pre-sale inspection of the auction items to be sold and compile an inventory itemization list with detailed information on each item.
- 1.1.3** Guide and consult with city representatives in an effort to maximize potential revenue from the auction.
- 1.1.4** Provide a professional Auctioneer(s) licensed to conduct and offer auction services in the State of Indiana.
- 1.1.5** Allow the removal of items sold immediately after they are paid for by the bidder.
- 1.1.6** Collect, retain and account for all monies from the sale.
- 1.1.7** Collect any applicable sales tax from the buyer and BE responsible for reporting and paying taxes to the State of Indiana.
- 1.1.8** Allow bidders to pay for items with cash, cashier's check, or certified check only. The Service Provider reserves the right to accept personal or business checks at their own discretion and responsibility.
- 1.1.9** Distribute all vehicle and equipment keys after items have been paid for and all required documentation is completed and verified.
- 1.1.10** Ensure all items sold at the auction are removed by 6:00 p.m. local time on the same day as auction unless other arrangements are established and approved by the city. The city shall not be responsible for any property not removed by this deadline.
- 1.1.11** Furnish all necessary clerical staff qualified to manage all administrative and accounting tasks including the bidder's registration, recording and maintaining accurate bid information, vehicle title paperwork processing, receipt of payments, accounting of monies and all other auction related transactions.
- 1.1.12** Provide a mobile public address system and other necessary equipment to conduct the auction properly.
- 1.1.13** Communicate all information available about auction items to the bidders including notifying bidders of any "as is" provisions.
- 1.1.14** Provide a mobile office trailer for conducting auction transactions in a safe and secure environment.
- 1.1.15** Provide and coordinate food and beverage concessions.

- 1.1.16** Provide a post-auction transaction report, both hard copy and digital copy, within five (5) business days after completion of the auction. The report shall include item lot numbers, item description, city asset number if applicable, buyer contact information, buyer bid number, and sale amount of item.
- 1.1.17** Provide sales reconciliation report, both hard copy and digital copy, within five (5) business days after completion of the auction. The report shall include all gross sale proceeds, a listing of auction expenses and the net amount due to the City of Bloomington, minus expenses and fees due to the Auction Service Provider.
- 1.1.18** All records, documents, accounting procedures and practices shall be subject to inspection, examination or auditing upon request by the city.
- 1.1.19** The Auction Service Provider shall be expected to handle all other customary tasks and activities applicable to the sale and disposition of city property during the auction process.
- 1.1.20** All unsold items will remain the property of the city.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed **Not to Exceed Cost of a Five Percent (5%) Commission Rate of the total gross amount of the Auction proceeds and reimbursement of auction advertising costs.**

No compensation shall be paid as a Clerk's Fee or as a Cashier's Fee.

EXHIBIT C

SCHEDULE FOR 2017 AUCTION

This auction shall be scheduled on one of the following dates: July 8, July 15, or July 22, 2017.

EXHIBIT D
KEY PERSONNEL

Brett Haley
Tod Wesemann

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

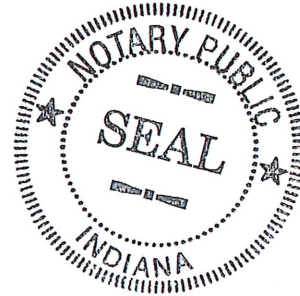
AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Auctioneer of HALEY Auction Service LLC
(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.
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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Tod S. Wesemann
Signature

Tod S. Wesemann
Printed name



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Tod Wesemann
and acknowledged the execution of the foregoing this 24 day of
May, 2017.

Barbara Toddy
Notary Public
Barbara Toddy
Printed name

My Commission Expires: 7-15-17
County of Residence: Monroe

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

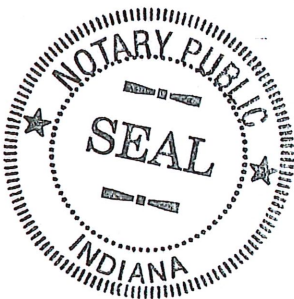
NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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 24 day of MAY, 2017.



HALEY Auction Service
(Name of Organization)

By: TOP S Wesemann

[Signature]
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this 24 day of May, 2017.

My Commission Expires:

7-15-17

Barbara Toddy
Notary Public Signature

Resident of Monroe County

Barbara Toddy
Printed Name



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: June 12, 2018

Department of Public Works (DPW) received citizen requests for additional street lighting throughout the City of Bloomington's corporate boundaries. Staff has determined that additional street lights are warranted to effectively illuminate the public right-of-way.

The streetlights will consist of LED full cut off roadway style fixtures mounted on either spun aluminum or wooden poles. The City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: Int. of E. 7th Street & SR 45/46 Bypass
Fixture: One (1) 150W LED Roadway Fixture mounted on a spun aluminum pole
Option A: \$11,802.03
Estimated Monthly Charge: \$11.27
 2. Location: Int. of S. Deborah Drive & W. Schmaltz Boulevard
Fixture: One (1) 150W LED Roadway Fixture mounted on wooden pole
Option A: \$3,186.54
Estimated Monthly Charge: \$5.43
 3. Location: W. 6th Street between N. Ritter Street & N. Adams Street
Fixture: One (1) 150W LED Roadway Fixture mounted on an existing wooden pole
Option A: \$884.66
Estimated Monthly Charge: \$3.87
-

Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*



June 4, 2018

CITY OF BLOOMINGTON
401 N Morton St PO Box 100
Bloomington, IN 47402

Subject: E 7th St & Sr 45/46

Bloomington, IN 47408

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half (1/3 - 1/2) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in cursive script that reads "Craig Barker".

Craig Barker
Duke Energy Representative
2929 W 16th St
Bedford, IN 47421
(812) 277-3134

| | | | | | | |
|-------------------------|-----------------------------------|-------|-----------|------------------|-----------|--------------|
| Agreement Information | Equipment, Energy and Maintenance | | | 26708296 | | 06/04/2018 |
| | Agreement Coverage | | | Agreement Number | | Current Date |
| 1800389401 | MCP26708296 | 75115 | S450 | V742 | ICAL | SULP |
| Customer Account Number | Request Number | Corp. | CP Center | LOC | Work Code | Rate Code |



OUTDOOR LIGHTING SERVICE AGREEMENT
DE Indiana

1000 East Main Street, Plainfield , IN 46168

| | | | | | | |
|---------------------------------|----------------------------|----|-------|--|--|--|
| Business Name | | | | This Agreement has an Initial Term by Customer. | | |
| Customer Name | CITY OF BLOOMINGTON | | | | | |
| Service Location or Subdivision | | | | | | |
| Service Address | E 7th St & Sr 45/46 | | | The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party. | | |
| Service City, State, Zipcode | Bloomington | IN | 47408 | | | |
| Mailing Name | | | | Notes: | | |
| Mailing Business Name | CITY OF BLOOMINGTON | | | Internal Reference EV1 | | |
| Mailing Address | 401 N Morton St PO Box 100 | | | | | |
| Mailing City, State, Zipcode | Bloomington | IN | 47402 | | | |

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS ON: 9/2/2018

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

| CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM. | EQUIPMENT Monthly Amount for System Per Option | MAINT. & Operating System Amount Per Month | ENERGY USE *Estimated Monthly TOTAL | TOTAL NUMBER OF LIGHTS in Project | *ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM | **AVERAGED Estimated Monthly Charge PER LIGHT | |
|--|--|--|-------------------------------------|-----------------------------------|--|---|--------------------|
| | | | | | | DURING Initial Term | AFTER Initial Term |
| Option A - Onetime Lump Sum for Equipment | \$11,802.03 | \$9.00 | \$2.27 | 1 | \$11.27 | \$11.27 | \$11.27 |
| Option B - 1 Year Agreement Initial Term | \$1,028.51 | \$9.00 | \$2.27 | 1 | \$1039.78 | \$1039.78 | \$11.27 |
| Option C - 3 Year Agreement Initial Term | \$352.38 | \$9.00 | \$2.27 | 1 | \$363.65 | \$363.65 | \$11.27 |
| Option D - 5 Year Agreement Initial Term | \$239.08 | \$9.00 | \$2.27 | 1 | \$250.35 | \$250.35 | \$11.27 |
| Option E - 7 Year Agreement Initial Term | \$191.76 | \$9.00 | \$2.27 | 1 | \$203.03 | \$203.03 | \$11.27 |
| Option F - 10 Year Agreement Initial Term | \$157.50 | \$9.00 | \$2.27 | 1 | \$168.76 | \$168.76 | \$11.27 |

*Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

Decline

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

| | | | |
|--------------|-----------------------------------|--------------|----------------------------------|
| | Duke Energy Representative | AND | Customer / Representative |
| Signature | <u>Craig Barker</u> | Signature | _____ |
| Printed Name | <u>Craig Barker</u> | Printed Name | _____ |
| Date | <u>06/04/2018</u> | Date | _____ |

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

| ITEM # | LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source | INITIAL LUMENS | LAMP WATTS | IMPACT WATTS | EST ANNUAL KW H EA | MAINT/OPER-ATION CHG EACH | *EST. ENERGY CHG | NUMBER OF LIGHTS | *ESTIMATED LINE TOTAL |
|-------------------------------|--|----------------|------------|--------------|--------------------|---------------------------|------------------|------------------|--------------------------------------|
| 1 | Light Fixture Roadway LED 150W Gray (RAL7038) Type III 120V | 12,642 | 150 | 0.150 | 600 | \$9.00 | \$2.27 | 1 | \$11.27 |
| SECTION I - A - TOTALS | | | | | | | | | *ESTIMATED MONTHLY TOTAL COST |
| | | | | | | | | | \$11.27 |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date: 1/1/2016 Estimated Annual Burn Hours 4,000

***CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**
Impact Watts = The energy used by the lamp watts plus ballast watts

a. Impact Watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours
 b. Annual Watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
 c. Annual kWh divided by twelve (12) months equals monthly kWh
 d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

| ITEM # | Pole Description | Pole Quantity |
|------------------------------|---|---------------|
| 1 | Light Pole Direct Buried Aluminum 39 foot long brushed aluminum | 1 |
| TOTAL NUMBER OF POLES | | 1 |

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise.

- 2.1 This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

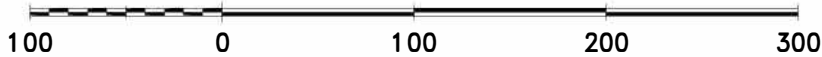
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure of Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



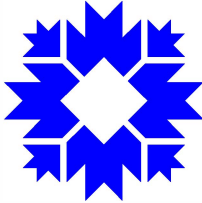
Intersection of E. 7th St & SR 45/46 Bypass

● Proposed Location for LED Roadway Street Light

By: smithc
30 Nov 17



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type
 USP:
 USP:
 USP:

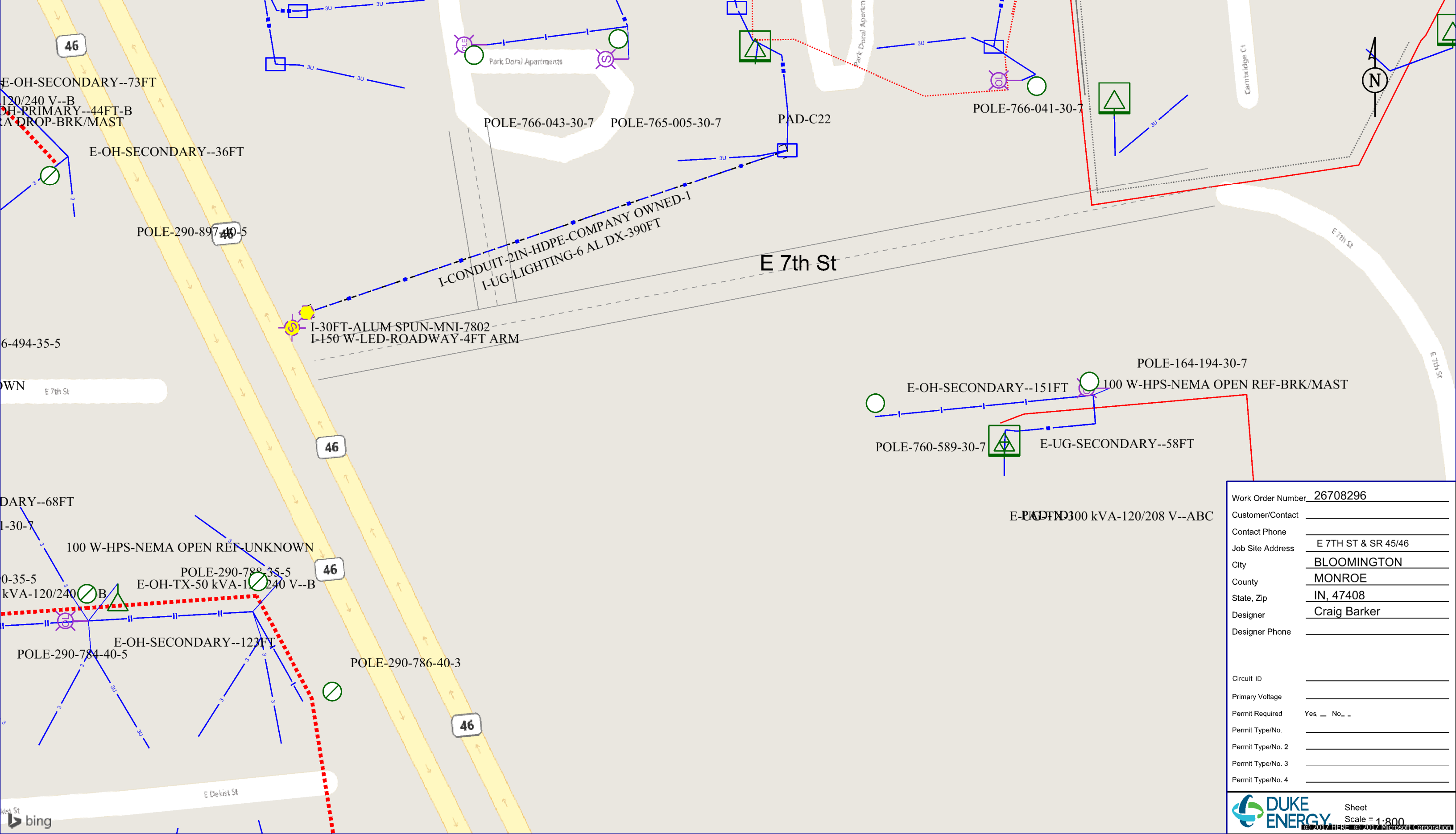


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



| | |
|-------------------|---------------------|
| Work Order Number | 26708296 |
| Customer/Contact | _____ |
| Contact Phone | _____ |
| Job Site Address | E 7TH ST & SR 45/46 |
| City | BLOOMINGTON |
| County | MONROE |
| State, Zip | IN, 47408 |
| Designer | Craig Barker |
| Designer Phone | _____ |
| Circuit ID | _____ |
| Primary Voltage | _____ |
| Permit Required | Yes _ No _ |
| Permit Type/No. | _____ |
| Permit Type/No. 2 | _____ |
| Permit Type/No. 3 | _____ |
| Permit Type/No. 4 | _____ |



June 4, 2018

CITY OF BLOOMINGTON
401 N Morton St PO Box 100
Bloomington, IN 47402

Subject: S Deborah Dr & W Schmaltz Blvd

Bloomington, IN 47403

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half (1/3 - 1/2) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in cursive script that reads "Craig Barker".

Craig Barker
Duke Energy Representative
2929 W 16th St
Bedford, IN 47421
(812) 277-3134

| | | | | | | |
|-------------------------|-----------------------------------|-------|-----------|------------------|-----------|--------------|
| Agreement Information | Equipment, Energy and Maintenance | | | 26708919 | | 06/04/2018 |
| | Agreement Coverage | | | Agreement Number | | Current Date |
| 1800389401 | MCP26708919 | 75115 | S450 | V742 | ICAL | SULP |
| Customer Account Number | Request Number | Corp. | CP Center | LOC | Work Code | Rate Code |



OUTDOOR LIGHTING SERVICE AGREEMENT
DE Indiana

1000 East Main Street, Plainfield, IN 46168

| | | | | | | |
|---------------------------------|--------------------------------|----|-------|--|--|--|
| Business Name | | | | This Agreement has an Initial Term by Customer. | | |
| Customer Name | CITY OF BLOOMINGTON | | | | | |
| Service Location or Subdivision | | | | | | |
| Service Address | S Deborah Dr & W Schmaltz Blvd | | | The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party. | | |
| Service City, State, Zipcode | Bloomington | IN | 47403 | | | |
| Mailing Name | | | | Notes: | | |
| Mailing Business Name | CITY OF BLOOMINGTON | | | Internal Reference EV1 | | |
| Mailing Address | 401 N Morton St PO Box 100 | | | | | |
| Mailing City, State, Zipcode | Bloomington | IN | 47402 | | | |

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS ON: 9/2/2018

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

| CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM. | EQUIPMENT Monthly Amount for System Per Option | MAINT. & Operating System Amount Per Month | ENERGY USE *Estimated Monthly TOTAL | TOTAL NUMBER OF LIGHTS in Project | *ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM | **AVERAGED Estimated Monthly Charge PER LIGHT | |
|--|--|--|-------------------------------------|-----------------------------------|--|---|--------------------|
| | | | | | | DURING Initial Term | AFTER Initial Term |
| Option A - Onetime Lump Sum for Equipment | \$3,186.54 | \$3.16 | \$2.27 | 1 | \$5.43 | \$5.43 | \$5.43 |
| Option B - 1 Year Agreement Initial Term | \$277.70 | \$3.16 | \$2.27 | 1 | \$283.13 | \$283.13 | \$5.43 |
| Option C - 3 Year Agreement Initial Term | \$95.14 | \$3.16 | \$2.27 | 1 | \$100.57 | \$100.57 | \$5.43 |
| Option D - 5 Year Agreement Initial Term | \$64.55 | \$3.16 | \$2.27 | 1 | \$69.98 | \$69.98 | \$5.43 |
| Option E - 7 Year Agreement Initial Term | \$51.78 | \$3.16 | \$2.27 | 1 | \$57.20 | \$57.20 | \$5.43 |
| Option F - 10 Year Agreement Initial Term | \$42.52 | \$3.16 | \$2.27 | 1 | \$47.95 | \$47.95 | \$5.43 |

*Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

A
 Decline

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

| | | | |
|--------------|-----------------------------------|--------------|----------------------------------|
| | Duke Energy Representative | AND | Customer / Representative |
| Signature | <u>Craig Barker</u> | Signature | _____ |
| Printed Name | <u>Craig Barker</u> | Printed Name | _____ |
| Date | <u>06/04/2018</u> | Date | _____ |

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

| ITEM # | LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source | INITIAL LUMENS | LAMP WATTS | IMPACT WATTS | EST ANNUAL KW H EA | MAINT/OPERATION CHG EACH | *EST. ENERGY CHG | NUMBER OF LIGHTS | *ESTIMATED LINE TOTAL |
|-------------------------------|--|----------------|------------|--------------|--------------------|--------------------------|------------------|------------------|--------------------------------------|
| 1 | Light Fixture Roadway LED 150W Gray (RAL7038) Type III 120V | 12,642 | 150 | 0.150 | 600 | \$3.16 | \$2.27 | 1 | \$5.43 |
| SECTION I - A - TOTALS | | | | | | | | | *ESTIMATED MONTHLY TOTAL COST |
| | | | | | | | | | \$5.43 |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date: 1/1/2016 Estimated Annual Burn Hours 4,000

***CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**
Impact Watts = The energy used by the lamp watts plus ballast watts

a. Impact Watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours
 b. Annual Watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
 c. Annual kWh divided by twelve (12) months equals monthly kWh
 d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

| ITEM # | Pole Description | Pole Quantity |
|------------------------------|---------------------------------|---------------|
| 1 | POLE-EXISTING-M | 0 |
| 2 | Lighting Pole Wood 35ft Class 5 | 1 |
| TOTAL NUMBER OF POLES | | 1 |

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise.

- 2.1 This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

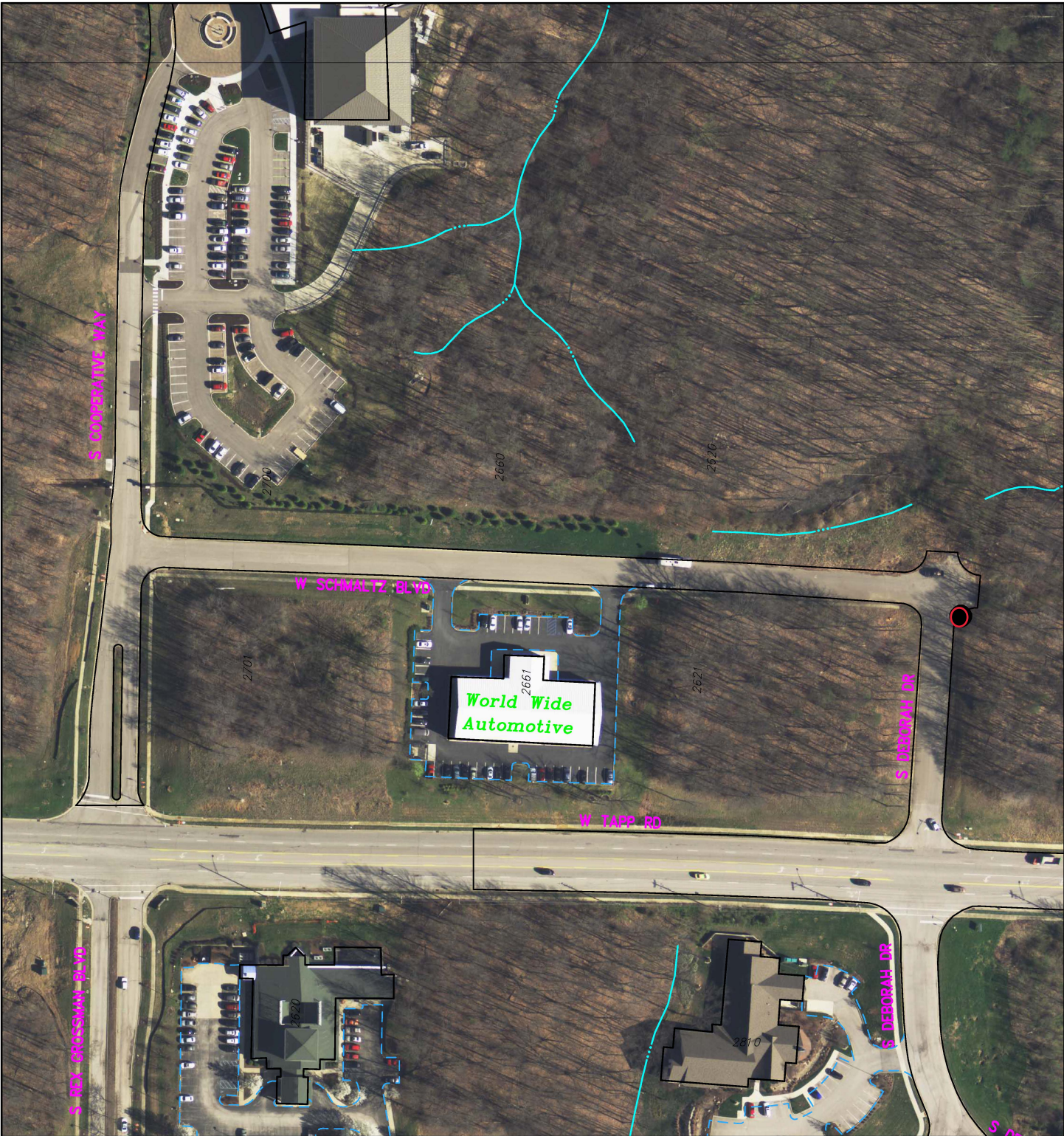
- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

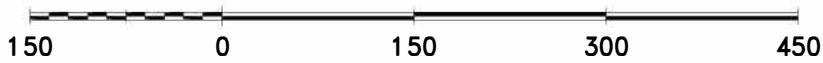
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure of Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



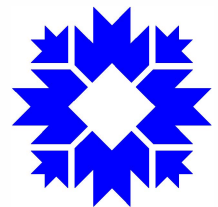
Intersection of S. Deborah Dr & W. Schmaltz Blvd

● Proposed Location for LED Street Light

By: smithc
1 Dec 17

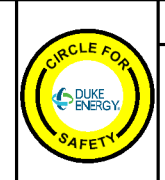


City of Bloomington
Public Works

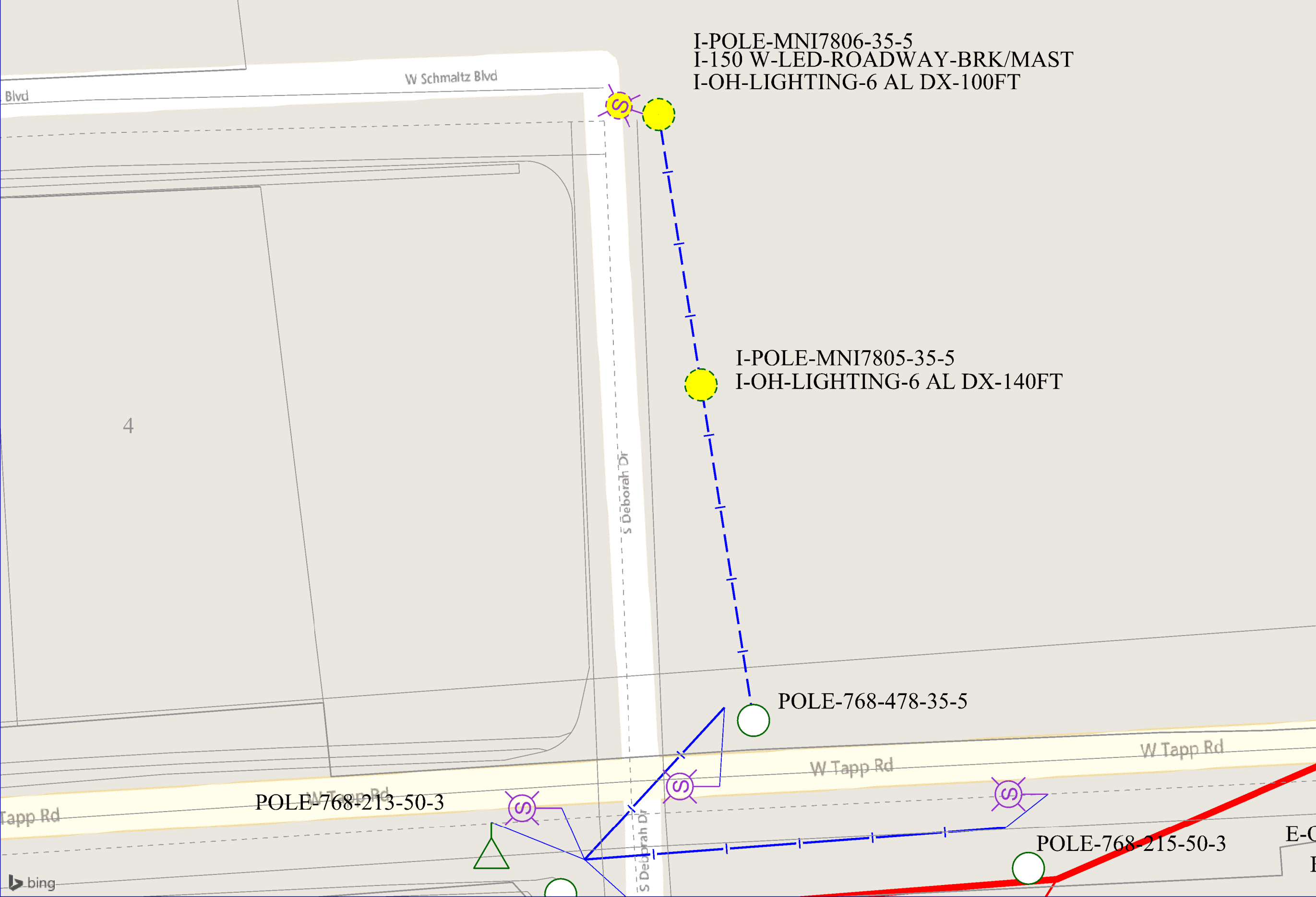


Scale: 1" = 150'

For reference only; map information NOT warranted.



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



| | |
|-------------------|--------------------------------|
| Work Order Number | 26708919 |
| Customer/Contact | |
| Contact Phone | |
| Job Site Address | S DEBORAH DR & W SCHMALTZ BLVD |
| City | BLOOMINGTON |
| County | MONROE |
| State, Zip | IN, 47403 |
| Designer | Craig Barker |
| Designer Phone | |
| Circuit ID | |
| Primary Voltage | |
| Permit Required | Yes _ No _ |
| Permit Type/No. | |
| Permit Type/No. 2 | |
| Permit Type/No. 3 | |
| Permit Type/No. 4 | |



June 4, 2018

CITY OF BLOOMINGTON
401 N Morton St PO Box 100
Bloomington, IN 47402

Subject: W 6th St B/w N Ritter & N Adams

Bloomington, IN 47404

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half (1/3 - 1/2) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which, change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order, and proceed with installation.

Sincerely,

A handwritten signature in cursive script that reads "Craig Barker".

Craig Barker
Duke Energy Representative
2929 W 16th St
Bedford, IN 47421
(812) 277-3134

| | | | | | | |
|-------------------------|-----------------------------------|-------|-----------|------------------|-----------|--------------|
| Agreement Information | Equipment, Energy and Maintenance | | | 26709468 | | 12/21/2017 |
| | Agreement Coverage | | | Agreement Number | | Current Date |
| 1800389401 | MCP26709468 | 75115 | S450 | V742 | ICAL | SULP |
| Customer Account Number | Request Number | Corp. | CP Center | LOC | Work Code | Rate Code |



OUTDOOR LIGHTING SERVICE AGREEMENT
DE Indiana

1000 East Main Street, Plainfield, IN 46168

| | | | | | | |
|---------------------------------|---------------------------------|----|-------|--|--|--|
| Business Name | | | | This Agreement has an Initial Term by Customer. | | |
| Customer Name | CITY OF BLOOMINGTON | | | | | |
| Service Location or Subdivision | | | | | | |
| Service Address | W 6th St B/w N Ritter & N Adams | | | The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party. | | |
| Service City, State, Zipcode | Bloomington | IN | 47404 | | | |
| Mailing Name | | | | Notes: | | |
| Mailing Business Name | City of Bloomington | | | Internal Reference EV1 | | |
| Mailing Address | 401 N Morton St - PO Box 100 | | | | | |
| Mailing City, State, Zipcode | Bloomington | IN | 47402 | | | |

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS ON: 3/21/2018

AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

| CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM. | EQUIPMENT Monthly Amount for System Per Option | MAINT. & Operating System Amount Per Month | ENERGY USE *Estimated Monthly TOTAL | TOTAL NUMBER OF LIGHTS in Project | *ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM | **AVERAGED Estimated Monthly Charge PER LIGHT | |
|--|--|--|-------------------------------------|-----------------------------------|--|---|--------------------|
| | | | | | | DURING Initial Term | AFTER Initial Term |
| Option A - Onetime Lump Sum for Equipment | \$884.66 | \$1.60 | \$2.27 | 1 | \$3.87 | \$3.87 | \$3.87 |
| Option B - 1 Year Agreement Initial Term | \$77.10 | \$1.60 | \$2.27 | 1 | \$80.96 | \$80.96 | \$3.87 |
| Option C - 3 Year Agreement Initial Term | \$26.41 | \$1.60 | \$2.27 | 1 | \$30.28 | \$30.28 | \$3.87 |
| Option D - 5 Year Agreement Initial Term | \$17.92 | \$1.60 | \$2.27 | 1 | \$21.79 | \$21.79 | \$3.87 |
| Option E - 7 Year Agreement Initial Term | \$14.37 | \$1.60 | \$2.27 | 1 | \$18.24 | \$18.24 | \$3.87 |
| Option F - 10 Year Agreement Initial Term | \$11.81 | \$1.60 | \$2.27 | 1 | \$15.67 | \$15.67 | \$3.87 |

*Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)

Decline

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

| | | | |
|--------------|-----------------------------------|--------------|----------------------------------|
| | Duke Energy Representative | AND | Customer / Representative |
| Signature | _____ | Signature | _____ |
| Printed Name | Craig Barker | Printed Name | _____ |
| Date | 12/21/2017 | Date | _____ |

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

| ITEM # | LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source | INITIAL LUMENS | LAMP WATTS | IMPACT WATTS | EST ANNUAL KW H EA | MAINT/OPER-ATION CHG EACH | *EST. ENERGY CHG | NUMBER OF LIGHTS | *ESTIMATED LINE TOTAL |
|-------------------------------|--|----------------|------------|--------------|--------------------|---------------------------|------------------|------------------|--------------------------------------|
| 1 | Light Fixture Roadway LED 150W Gray (RAL7038) Type III 120V | 12,642 | 150 | 0.150 | 600 | \$1.60 | \$2.27 | 1 | \$3.87 |
| SECTION I - A - TOTALS | | | | | | | | | *ESTIMATED MONTHLY TOTAL COST |
| | | | | | | | | | \$3.87 |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date: 1/1/2016 Estimated Annual Burn Hours 4,000

***CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**
Impact Watts = The energy used by the lamp watts plus ballast watts

a. Impact Watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours
 b. Annual Watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
 c. Annual kWh divided by twelve (12) months equals monthly kWh
 d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

| ITEM # | Pole Description | Pole Quantity |
|------------------------------|------------------|---------------|
| 1 | POLE-EXISTING-M | 1 |
| TOTAL NUMBER OF POLES | | 1 |

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise.

- 2.1 This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

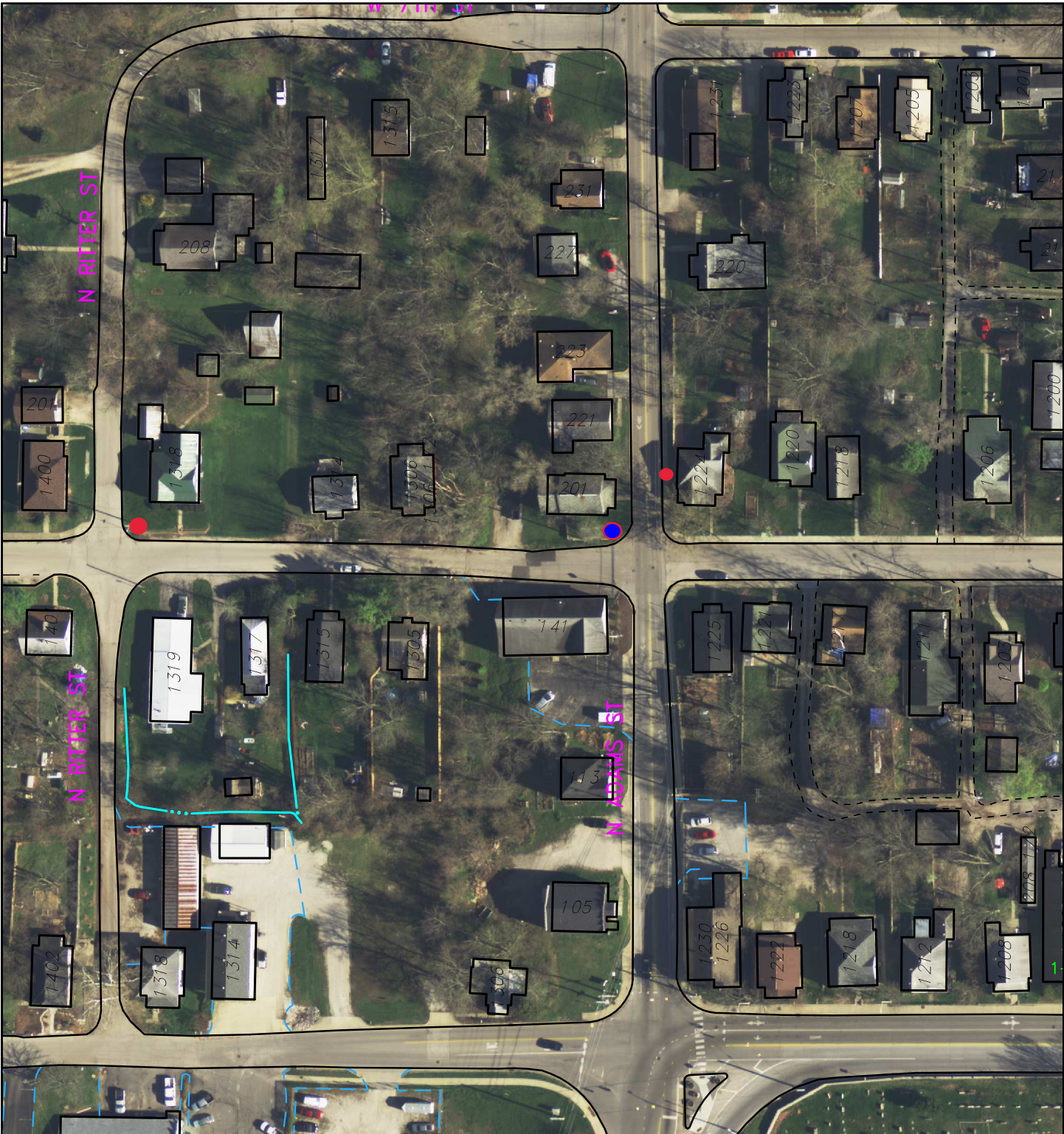
- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

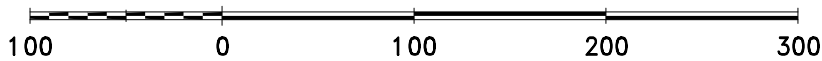
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure of Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



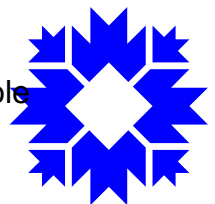
W. 6th St between N. Ritter St and N. Adams St

- Existing Street Light Locations
- Proposed LED Roadway Fixture Location Mounted on Existing Wooden Pole

By: smithc
1 Dec 17



City of Bloomington

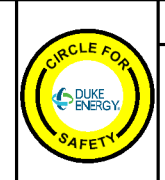


Scale: 1" = 100'

For reference only; map information NOT warranted.



USP: Add Up Stream Protection, Facility ID, and Blocking Devis Type
 USP:
 USP:
 USP:
 USP:

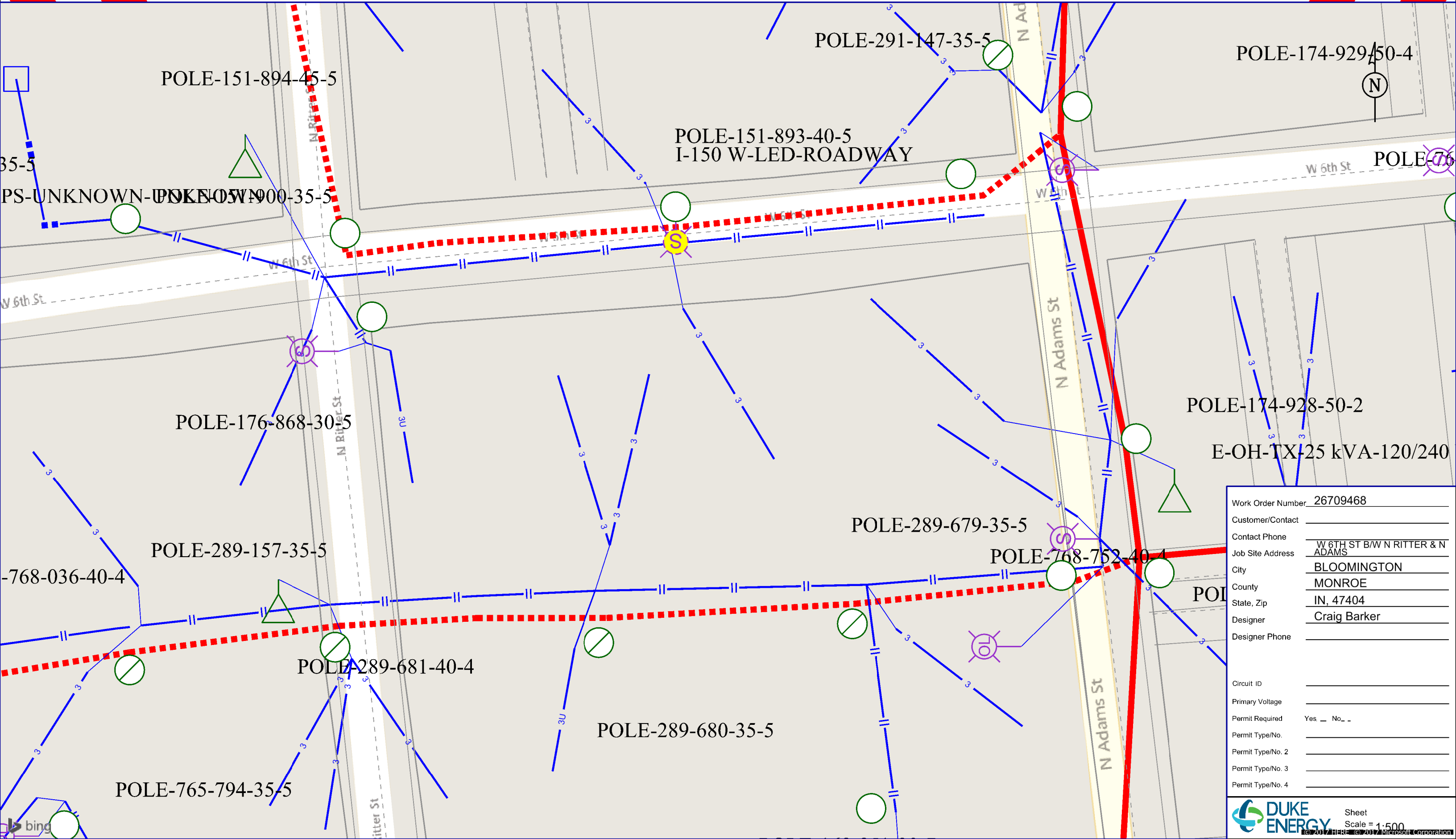


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



| | |
|-------------------|---------------------------------|
| Work Order Number | 26709468 |
| Customer/Contact | |
| Contact Phone | |
| Job Site Address | W 6TH ST B/W N RITTER & N ADAMS |
| City | BLOOMINGTON |
| County | MONROE |
| State, Zip | IN, 47404 |
| Designer | Craig Barker |
| Designer Phone | |
| Circuit ID | |
| Primary Voltage | |
| Permit Required | Yes _ No _ |
| Permit Type/No. | |
| Permit Type/No. 2 | |
| Permit Type/No. 3 | |
| Permit Type/No. 4 | |

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|----------|---------------|------|-------------|---------------|-------------------|
| 6/8/2018 | Payroll | | | | 403,671.57 |
| | | | | | <u>403,671.57</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 403,671.57

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard, President Beth H. Hollingsworth, Vice-President Danna Palazzo, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Adoption of the amended AIM Medical Trust Agreement

Staff Representative: Caroline Shaw, Human Resources Director

Meeting Date: June 12, 2018

Report:

The City of Bloomington is a member of the AIM Medical Trust formally known as the IACT Medical Trust. The Trustees of the AIM Medical Trust unanimously amended the Trust Agreement in November 2017. We are asking the Board of Public Works to review and adopt the amended Trust Agreement.

Here is a brief summary of the changes:

1. The name of the Trust has been changed from the IACT Medical Trust to the AIM Medical Trust.
2. Any new municipality that joins the AIM Medical Trust must generally participate for at least five years before the municipality would be entitled to any distribution upon dissolution of the Trust. Note that the Trustees have no intention of dissolving the Trust.
3. The size of the Board of Trustees has been expanded to a maximum of 18 Trustees (previously 12). As the Trust continues to grow, the Trustees believe that it may be prudent to add additional members to the Board of Trustees.
4. The amendments expand the definition of permissible investments. The Trustees recently hired Umbaugh to assist in prudently investing Trust assets.

Recommend **Approval by:** Caroline Shaw

TO: Caroline Shaw
FROM: Ann Cottongim
DATE: March 6, 2018
RE: Aim Medical Trust

I need your help.

The Trustees amended the Trust Agreement during their meeting on November 29, 2017. The Board of the City's Public Works Department now needs to adopt the amended Trust Agreement.

Attached are:

1. A proposed resolution; and
2. The Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

You are welcome to use another resolution format if you prefer. The proposed resolution is simply provided as a sample. If you have any questions, please do not hesitate to contact Jim Hamilton at (317) 684-5419. Mr. Hamilton serves as legal counsel for the Aim Medical Trust.

Once approved, please mail me a copy of the signed resolution in the enclosed SASE. Thank you.

3379757v2

RESOLUTION NO. 2018- 59

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA, ADOPTING THE SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST OF THE AIM MEDICAL TRUST

WHEREAS, the City of Bloomington (“Participating Employer”) participates in the cooperative health benefit arrangement initially developed by the Indiana Association of Cities and Towns which was previously known as the IACT Medical Trust; and

WHEREAS, the IACT Medical Trust commenced operations on January 1, 2010; and

WHEREAS, the Participating Employer joined the IACT Medical Trust on or about January 1, 2011; and

WHEREAS, the IACT Medical Trust was subsequently renamed the Aim Medical Trust; and

WHEREAS, the Trustees of the Aim Medical Trust have authority to amend the Agreement and Declaration of Trust of the Aim Medical Trust; and

WHEREAS, the Trustees concluded that certain amendments to the Amended Agreement and Declaration of Trust of the Aim Medical Trust were appropriate; and

WHEREAS, the Trustees adopted the Second Amended Agreement and Declaration of Trust of the Aim Medical Trust, a true and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, Section 11.7 of the Second Amended and Restated Agreement and Declaration of Trust requires that a governing body of the Participating Employer adopt a resolution memorializing the Participating Employer’s adoption of the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

WHEREAS, the Board of Public Works desires to adopt the second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA, that:

Section 1. The Second Amended and Restated Agreement and Declaration of Trust, a copy of which is attached hereto as Exhibit A, is hereby adopted by the Board of Public Works of the City of Bloomington, Indiana.

Section 2. This Resolution shall be effective immediately upon passage and receipt of any necessary approvals or any necessary publication if required by law.

PASSED AND ADOPTED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON THIS _____ DAY OF _____ 2018.

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

CITY OF BLOOMINGTON
Controller
Reviewed by: *[Signature]*
DATE: 6/1/18
FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: 5/30/18

SECOND AMENDED AND RESTATED
AGREEMENT AND DECLARATION OF TRUST
OF THE AIM MEDICAL TRUST

THIS SECOND AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST is effective on the 1st day of January, 2018.

W I T N E S S E T H:

WHEREAS, the Indiana Association of Cities and Towns desired to assist its membership in managing the increasing costs of medical insurance;

WHEREAS, Indiana law permits two or more local public employers to establish a common and unified plan of group insurance for employees, including retired local employees (Indiana Code § 5-10-8-5);

WHEREAS, the Indiana Association of Cities and Towns formed a bipartisan oversight committee to investigate the creation of a cooperative health benefit arrangement for its members;

WHEREAS, the following individuals provided dutiful service on the committee: Larry Breese, Clerk Treasurer of the City of Greenfield; Diana Cordray, Clerk-Treasurer of the City of Carmel; John Dennis, Mayor of the City of West Lafayette; John Ditslear, Mayor of the City of Noblesville; Ted Ellis, Mayor of the City of Bluffton; Shawna Girgis, Mayor of the City of Bedford; Matt Greller, Executive Director of the Indiana Association of Cities and Towns; Cecilie Hendrix, Human Resources Director of the Town of Fishers; Allan Kauffman, Mayor of the City of Goshen; Sharon McShurley, Mayor of the City of Muncie; Jeff Rea, Mayor of the City of Mishawaka; Tony Roswarski, Mayor of the City of Lafayette; Bill Schmitt, Mayor of the City of Jasper; and Ernie Wiggins, Mayor of the City of Warsaw;

WHEREAS, the committee developed a cooperative health benefit arrangement for the good of all qualified members of the Indiana Association of Cities and Towns to be known as the IACT Medical Trust;

WHEREAS, the IACT Medical Trust commenced operations on January 1, 2010 with five original members: the City of Angola, the Town of Highland, the City of Lafayette, the City of Mishawaka and the Indiana Association of Cities and Towns;

WHEREAS, several municipalities subsequently joined the IACT Medical Trust;

WHEREAS, the IACT Medical Trust was subsequently renamed the Aim Medical Trust;

WHEREAS, the Trustees, pursuant to Section 11.1, have the authority to amend the Amended Agreement and Declaration of Trust of the Aim Medical Trust;

WHEREAS, the Trustees have concluded that certain amendments to the Amended Agreement and Declaration of Trust of the Aim Medical Trust are appropriate;

NOW THEREFORE, the Trustees amend and restate the Amended Agreement and Declaration of Trust of the Aim Medical Trust as follows:

ARTICLE I DEFINITIONS

The following definitions shall govern the following terms for the purpose of this Trust Agreement, unless the covenants state otherwise:

1.1 “Annual Meeting” means a meeting open to all Trustees that shall occur each year on or before December 1.

1.2 “Eligible Employee” means:

- (a) An elected or appointed official of a Participating Employer; or
- (b) An employee of a Participating Employer who satisfies the eligibility requirements established by the Participating Employer.

1.3 “Fiscal Year” shall begin on the first day of January and end at the close of December.

1.4 “Founding Participating Employers” shall mean the City of Angola, the Town of Highland and the City of Lafayette.

1.5 “Large Participating Employer” shall mean any Participating Employer that employs at least three hundred (300) individuals.

1.6 “Majority Vote” shall mean an affirmative vote of a majority of the Trustees with voting privileges in attendance at the Annual Meeting or other scheduled meeting of the Trust.

1.7 “Municipality” shall mean a city or town.

1.8 “Participating Employer” includes Accelerate Indiana Municipalities, the Municipalities listed on Appendix A and any Municipality that subsequently adopts this Trust Agreement. Appendix A shall be updated from time to time by the Director of Trust Operations to reflect the current list of Participating Employers. A Municipality that fails to remain a member in good standing of the Accelerate Indiana Municipalities may be expelled pursuant to Section 8.5.

1.9 “Retired Employee” means:

- (a) A former employee who qualifies for a benefit under Indiana Code § 5-10-8-2.6(e), § 5-10-8-2.2(g) or any similar or successor statutes; or
- (b) A former employee who meets the group insurance participation requirements for retired employees established by the Participating Employer’s personnel policy.

1.9 “Trust” shall mean the Aim Medical Trust.

1.10 "Trust Agreement" means this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust, as it may be amended from time to time.

1.11 "Trustee" shall mean an appointed or elected individual as set forth in Article IV.

1.12 A "Quorum" is one more than half of the Trustees.

ARTICLE II CONTINUATION OF TRUST

2.1 Continuation of Trust. The settlors, otherwise known as the Participating Employers, reaffirm and continue the Trust. The Participating Employers may transfer to the Trust such other property, whether real or personal, tangible or intangible, as may be permitted by law. The Trustees agree to hold such property, and accretions and additions thereto from whatever source, subject to the terms and provisions of this Trust Agreement.

2.2 Trust Name. The name of the Trust is the Aim Medical Trust.

2.3 Purpose. This Trust is established for the purpose of providing medical, dental, vision, life, disability and other benefit coverages and related administrative services for the benefit of persons who may from time to time be beneficiaries hereunder.

2.4 Trust Assets. The Trustees shall hold and disburse all monies received from any Participating Employer under this Trust Agreement, and any other monies and property which may come into their hands hereunder, according to the powers and duties and for the purposes set out in this Trust Agreement.

2.5 Permissible Forms of Coverage. This Trust is authorized to provide medical, dental, vision, life, disability and other benefit coverages for Eligible Employees, Retired Employees and their respective dependents. Any life or disability coverages offered through the Trust shall be fully insured policies.

2.6 Regulation by the Indiana Department of Insurance. The Trust is subject to regulation by the Indiana Department of Insurance pursuant to Ind. Code § 27-1-34-1 *et seq.* The Trust is not an insurance company.

ARTICLE III
PREMIUM CONTRIBUTIONS AND COVERAGE OBLIGATIONS

3.1 Premium Contributions. Each Participating Employer shall pay its required premium contribution to the Trust on or before the tenth (10th) day of each month. A Participating Employer that fails to pay its required premium contribution on or before the tenth (10th) day of each month may be required to pay interest at the rate of three percent (3%) in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum, on all amounts due and unpaid. The Trustees shall also charge such Participating Employer any costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection.

3.2 Coverage Obligation. Each Participating Employer is required to provide medical coverage to its Employees exclusively through this Trust unless other medical coverage is approved by Majority Vote. The requirement set forth in this Section 3.2 is intended to minimize the risks of adverse selection.

ARTICLE IV
DURATION AND TERMINATION OF TRUST

4.1 Term: The Trust shall continue until terminated by Majority Vote. In the event that a Majority Vote resolves to terminate the Trust, the Trust will continue past the date of the Trustees action to terminate this Trust and will terminate not less than sixty (60) days from the date of the Trustees' termination action. Notwithstanding any provision to the contrary, if the

Trust shall violate any rule against perpetuities, accumulation or other similar law, the Trustees are hereby directed to terminate such Trust on the date limited by such rule or law.

4.2 Termination. In the event of termination of the Trust, the Trustees shall apply all funds to pay any and all obligations of the Trust. Any remaining funds shall be distributed to eligible Participating Employers in a manner as set forth below.

(a) A Participating Employer shall be entitled to its proportionate share of any remaining Trust funds upon termination of the Trust provided that: (i) the Participating Employer commenced participation in the Trust prior to November 29, 2017; (ii) the Participating Employer has completed five (5) years of participation in the Trust; or (iii) the Participating Employer makes a material financial contribution to the Trust specifically designated as a reserve contribution and enters into a separate agreement with the Trust pertaining to Trust funds that is approved by an affirmative vote of three-quarters (3/4) of the Trustees.

(b) A Participating Employer's proportionate share of any remaining Trust funds shall be based upon the Participating Employer's relative percentage of premiums paid to the Trust during the six (6) month period prior to the termination of the Trust. Any premiums paid by Participating Employers that are not eligible to receive Trust funds under subsection (a) shall be excluded from the calculation.

(c) Any Participating Employer that does not satisfy the requirements set forth in subsection (a) above shall not be entitled to any portion of the Trust funds upon termination of the Trust.

(d) All Participating Employers, regardless of the date that the Participating Employer entered into the Trust, shall be responsible if the Trust is unable to fulfill its financial

obligations upon termination. In the case of any deficit, each Participating Employer shall be assessed in proportion to its percentage of total premium payable during the previous six (6) month period. For illustrative purposes only, assume that a Participating Employer contributed twenty percent (20%) of the total premium paid to the Trust during the prior six (6) month period. In the event of a deficit, the Participating Employer would be responsible for twenty percent (20%) of the total supplementary payment. Alternatively, the Trustees may require that any supplementary payments be made by each Participating Employer according to any other equitable formula.

ARTICLE V TRUSTEES

5.1 Composition of Board of Trustees. The Board of Trustees shall consist of a minimum of twelve (12) and a maximum of eighteen (18) Trustees. The Trustees shall have sole discretion to determine the aggregate size of the Board of Trustees within the range set forth in this Section 5.1. The Trustees shall also determine the number of Trustees appointed or elected pursuant to subsection 5.1(a) and appointed or serving in an *ex officio* capacity pursuant to subsection 5.1(b). The number of Trustees appointed or elected pursuant to subsection 5.1(a) shall be equal to the number of Trustees set forth under subsection 5.1(b).

(a) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or elected as follows:

- i. Each of the Founding Participating Employers shall be entitled to appoint one (1) Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(i) must be an official or employee of the Founding Participating Employer and shall serve an indefinite term. In the event that a Trustee appointed pursuant to this

subsection 5.1(a)(i) resigns or ceases to be an official or employee of the Founding Participating Employer, a successor Trustee shall be appointed by the Founding Participating Employer.

ii. A maximum of four (4) Trustee positions shall be reserved for Large Participating Employers under subsection 5.1(a). The Trustees shall determine how many Trustee positions shall be filled pursuant to this Section 5.1(a)(ii). The Trustees shall provide notification to a Large Participating Employer that is entitled to appoint a Trustee. Each Trustee appointed pursuant to this subsection 5.1(a)(ii) must be an official or employee of the Large Participating Employer and shall serve a one (1) year term. The Trustee may be appointed to unlimited successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(a)(ii) resigns or ceases to be an official or employee of the Large Participating Employer, a successor Trustee shall be appointed by the Large Participating Employer.

iii. Subject to the aggregate maximum for subsection (a), one or more of the Trustees shall be elected by the Participating Employers that are Municipalities. Each Trustee elected pursuant to this subsection 5.1(a)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be elected to unlimited successive terms. In the event that a Trustee elected pursuant to this subsection 5.1(a)(iii) resigns

or ceases to be an official or employee of the Participating Employer, a successor Trustee shall be appointed by the same Participating Employer to serve the remainder of the term.

(b) A minimum of six (6) and a maximum of nine (9) Trustees shall be appointed or serve in an *ex officio* capacity as follows:

- i. One (1) Trustee shall be an independent financial expert appointed by Accelerate Indiana Municipalities. The Trustee appointed pursuant to this subsection 5.1(b)(i) shall be a certified public accountant. The Trustee shall serve one year terms and is eligible for reappointment annually.
- ii. One (1) Trustee shall be the Chief Executive Officer of Accelerate Indiana Municipalities. This Trustee shall serve in an *ex officio* capacity coextensive with his/her employment as Chief Executive Officer of Accelerate Indiana Municipalities.
- iii. Subject to the aggregate maximum for subsection (b), one or more Trustees shall be appointed by Accelerate Indiana Municipalities. Each Trustee appointed pursuant to this subsection 5.1(b)(iii) must be an official or employee of a Participating Employer and shall serve a three (3) year term. Each Trustee may be appointed to a maximum of three successive terms. In the event that a Trustee appointed pursuant to this subsection 5.1(b)(iii) resigns or ceases to be an official or employee of a Participating Employer, a successor

Trustee shall be appointed by the Accelerate Indiana Municipalities to serve the remainder of the term.

5.2 Compensation and Expenses. Trustees shall receive no compensation for their services as Trustees. The Trustees shall be reimbursed by the Trust for all reasonable and necessary expenses which the Trustees may incur in the performance of their duties.

5.3 Liability of Trustees. It is the intention of the settlors (and consistent with the purposes of the Trust) that the Trustees carry out their duties without liability for the actions of others, including other Trustees, predecessor Trustees, agents, attorneys, employees, consultants, independent contractors or insurance carriers. No Trustee shall be liable or responsible for any acts or defaults of any other Trustee or predecessor Trustee, or for failing to compel any other Trustee not to breach the Trust, or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to his becoming a Trustee, nor shall any successor Trustee be required to inquire into or take any notice of the prior administration of the Trust, compel a predecessor Trustee to deliver Trust property, or compel a predecessor Trustee to redress a breach of trust made by the predecessor Trustee. No Trustee acting hereunder shall be liable for any mistake in judgment or other action taken or omitted by him in good faith, nor for the acts of any insurance carrier, agent, consultant, employee, independent contractor or attorney; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such under the Trust. Trustees shall not be liable for claims brought by third parties for injuries suffered in connection with the Trust. Trustees shall not be liable for not complying with the prudent-investor rule stated in Indiana Code § 30-4-3.5-1 *et seq.* or any successor statutes; nor shall any Trustee be liable for loss incurred through the investment of Trust funds or failure to invest Trust funds. Trustees shall not be responsible

for the adequacy of contributions to the Trust that may be required to meet or pay the obligations of the Trust.

5.4 Indemnification of Trustees. In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Trust shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Trust that may be brought by a Participating Employer or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Trust.

5.5 Meetings. The Trust shall conduct one Annual Meeting. It is anticipated that the Trust shall conduct at least three other meetings each calendar year. The Trust shall also hold such special meetings at such time and place as may be called by the Trust president. A Quorum shall be necessary to conduct business.

ARTICLE VI POWERS AND DUTIES OF THE TRUSTEES

6.1 Owners of Assets. The Trustees shall, subject to the Trust hereby created, be the owners of the assets held in Trust pursuant to this Trust Agreement and shall be entitled to exercise each and every incident of ownership not inconsistent therewith including, by way of illustration only and not by way of limitation, the power to sell or assign any assets, to receive surplus derived from contracts, to receive income and capital gains on assets, to receive payments of any kind which may be made on assets and to convert from one to another.

6.2 Service Providers. The Trustees shall be permitted to engage in any and all efforts deemed reasonable and appropriate to continue to operate a cooperative health benefit arrangement for Indiana Municipalities. Such efforts may include, but shall not be limited to,

contracting with actuaries, accountants, attorneys, clinic administrators, consultants, insurance companies, stop-loss carriers, wellness consultants or other vendors.

6.3 Full and Exclusive Authority. The Trustees shall have full and exclusive authority to administer the Trust in accordance with the terms and conditions hereof.

6.4 Interpretation of Trust Agreement. The Trustees will have full power and authority to construe the provisions of this Trust Agreement. Any such construction of this Trust Agreement shall be binding upon all parties hereto.

6.5 Governance. The Trustees shall have the responsibility and the power to make rules and regulations for the government, management, and administration of the Trust to carry out the provisions of this Trust Agreement.

6.6 Other Powers. In addition to the specific powers enumerated herein, the Trustees and the Trustees' successors are hereby granted all the powers accorded Trustees under the Indiana Trust Code, as amended from time to time, except as to matters pre-empted by federal law. Furthermore, the Trustees shall have the authority to do all acts, whether or not expressly authorized, which may be necessary or proper for the protection of the property held hereunder or for the carrying out of any duty under this Trust Agreement, provided such acts are not in direct conflict with the terms of this Trust Agreement or applicable federal or state law.

6.7 Voting. All Trustees shall be afforded one (1) vote except the Aim Chief Executive Officer. The Trustees are encouraged to resolve all material issues impacting the Trust by consensus; however, in the event that consensus is not possible, the Trustees are authorized to act upon a Majority Vote except as otherwise noted by this Trust Agreement.

ARTICLE VII ACCOUNTS, INVESTMENTS AND AUDIT

7.1 Accounts. The Trust shall establish and maintain such bank accounts as the

Trustees, from time to time, shall determine to be proper. All premium contributions and other monies received on behalf of the Trust shall be remitted to the depository bank or banks for deposit within two (2) business days of receipt.

7.2 Investments. The Trustees shall have the power and discretion to invest and reinvest any property of the Trust, which they consider not to be required for current expenditures, in federally insured savings accounts, certificates of deposit, money market accounts, or in bonds or other obligations of the United States or any other investments permitted by law, and may sell or otherwise dispose of any such investments at any time and from time to time as they see fit, subject only to any applicable legal and administrative regulations. Accordingly, the Trustees may invest any assets of the Trust that, in their sole and absolute discretion, are not required for current expenditures, in any form of investment permitted by Indiana law for governmental entities, and to sell or otherwise dispose of any such assets from time to time as the Trustees see fit. It is further acknowledged and understood that all investment authority regarding the Trust's assets shall reside with the Trustees and their designated representatives.

7.3 Annual Audit. The Trustees shall retain a certified public accountant to conduct an annual audit of the financial affairs of the Trust. This audit shall be filed with the Indiana Department of Insurance and a copy shall be furnished to each Participating Employer.

ARTICLE VIII ADDITION, WITHDRAWAL AND EXPULSION

8.1 New Participating Employers. New Participating Employers may join the Trust upon a Majority Vote. New Participating Employers may be admitted subject to the payment of such sums or the imposition of such conditions as shall be established at the time an offer of participation in the Trust is made. New Participating Employers shall be required to serve an

initial participation period of at least three (3) years. New Participating Employers may also be required to enter into a participation agreement with the Trust.

8.2 Withdrawal. No Participating Employer may withdraw from the Trust prior to the conclusion of its initial three (3) year participation period. Thereafter, a Participating Employer may withdraw from participation in the Trust effective the first day of any Fiscal Year by delivering written notice of the withdrawal to the Trust and Accelerate Indiana Municipalities at least eight (8) months prior to the first day of that Fiscal Year. A Participating Employer shall pay to the Trustees all assessments due and payable preceding the effective date of the withdrawal. A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding the foregoing, the Trust shall pay claims of the withdrawing Participating Employer incurred prior to date of such withdrawal but not reported until after said Participating Employer has withdrawn from the Trust, provided that the Participating employer properly withdraws from the Trust in accordance with this Section 8.2. The Trust shall not pay the incurred but not reported (IBNR) claims of any Participating Employer that withdraws from the Trust in violation of this Section 8.2. Those IBNR claims shall be the sole responsibility of the Participating Employer that withdrew in violation of the Trust Agreement.

8.3 Rescission of Notice of Withdrawal. A Participating Employer that has given written notice of withdrawal to the Trust may rescind said notice within ninety (90) days after delivery of said notice of withdrawal. Such rescission shall be effective only if it is approved by a vote of two-thirds (2/3) of the Trustees with voting privileges. If written request to rescind is delivered more than ninety (90) days after notice of withdrawal was provided, but prior to the effective date of withdrawal, the withdrawal notice shall be rescinded only upon written approval

by ninety percent (90%) of the Trustees with voting privileges.

8.4 Consequences of Withdrawal. A Participating Employer that withdraws from the Trust may not be readmitted to the Trust for three (3) years following the effective date of its withdrawal. If a Municipality previously withdrew from the Trust in violation of Section 8.1, the Municipality shall not be readmitted to the Trust unless the Municipality compensates the Trust for the economic damages sustained by the Trust in connection with the prior impermissible withdrawal.

8.5 Expulsion. By the vote of at least two-thirds (2/3) of the entire membership of the Trustees, if a hearing is requested, any Participating Employer maybe expelled. Such expulsion may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the Trust.
- (b) Failure to remain a member in good standing with Accelerate Indiana Municipalities.
- (c) Failure to furnish full cooperation with the Trust's attorneys or any agent, employee, officer or independent contractor of the Trust relating to the purpose and powers of the Trust.
- (d) Failure to comply with the terms of this Trust Agreement, including, but not limited to, the obligation to provide medical coverage exclusively through this Trust.
- (e) Failure to carry out any obligation of a Participating Employer which impairs the ability of the Trust to carry out its purpose or powers.

No Participating Employer may be expelled except after written notice from the Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The notice shall specify that the Participating Employer shall be expelled unless

the failure is cured and the date upon which expulsion shall occur if no hearing is requested. The Participating Employer, in writing, may request a hearing before the Trust. The request shall be made prior to the date by which the failure is to be cured. The date for the hearing will be set by the Trust president, who shall call for a Trust meeting to take place. The date for a hearing shall not be less than seven (7) days after the expiration of the time to cure has passed. A decision by the Trust to expel a Participating Employer after notice and hearing and a failure to cure the alleged defect shall be final unless the Trust shall be found by a court to have committed a gross abuse of discretion. After a hearing, the Trustees may establish the date at which the expulsion of the Participating Employer shall be effective at any time not less than forty (40) days after the vote expelling the Participating Employer has been made by the Trustees. If the expulsion is for a failure to make payments due to the Trust the effective date of the expulsion may be at any time after the vote expelling the Participating Employer. Also, if the date of expulsion is less than forty (40) days before the beginning of the next fiscal year, the Trust may expel at the end of the fiscal year. If the motion to expel the Participating Employer made by the Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place forty (40) days after the vote expelling the Participating Employer, or at the beginning of the next fiscal year, whichever date is sooner. After expulsion, the former Participating Employer shall continue to be fully obligated for all obligations which were created during the term of its membership as if it was still a Participating Employer of the Trust.

ARTICLE IX
ACCESS TO CLAIMS EXPERIENCE

9.1 Right of Participating Employer to Claims Experience. Each Participating Employer shall be entitled to access its individual claims experience upon written request by the Mayor or chief official of the Participating Employer.

9.2 Rights of Beneficiaries to Information Relating to the Administration of the Trust.

Employees and other individual beneficiaries of the Trust shall have the right to access and amend their own protected health information to the extent set forth by the HIPAA Privacy Rule. Employees and other individual beneficiaries of the Trust shall also be entitled to review aggregate, de-identified claims information relating to beneficiaries of the entire Trust. However, except as approved by an affirmative vote of the Trustees, employees and other individual beneficiaries shall not be entitled to information concerning any other matter related to the administration of the Trust and shall not have the right to inspect the Trust property, the Trustees' accounts, or any other documents concerning the administration of the Trust, including, but not limited to, claims experience of some or all beneficiaries who receive medical coverage through a specific Participating Employer. For example, an employee of a Participating Employer is not entitled to review or receive the claims experience, whether de-identified or not, of some or all beneficiaries who receive medical coverage through his/her Participating Employer.

ARTICLE X
MEWA FINAL RULE

10.1 Fully Assessable Contract. This is a fully assessable contract. In the event the Trust is unable to pay its obligations, Participating Employers will be required to contribute through equitable assessments the money necessary to meet any unfulfilled obligations.

10.2 Examinations by Indiana Department of Insurance. The Commissioner of the Indiana Department of Insurance or any person appointed by the Commissioner shall have the power to examine the affairs of the Trust and, for such purposes, shall have free access to all the books, records, and documents that relate to the business of the Trust and may examine under

oath its Trustees or directors, officers, agents, and employees in relation to the affairs, transactions, and conditions of the Trust. Expenses of the examination shall be paid for by the Trust as provided in Indiana Code § 27-1-34-6. The examination shall be conducted in accordance with Indiana Code § 27-1-3.1 and may cover financial or market conduct issues.

ARTICLE XI MISCELLANEOUS

11.1 Amendment. This Trust Agreement may be amended in writing at any time by an affirmative vote of ninety percent (90%) of Trustees with voting privileges in attendance at a scheduled meeting of the Trustees.

11.2 Governing Law. This Trust is created and accepted in the State of Indiana and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Indiana, except as to matters governed by federal law. Unless otherwise decided by Majority Vote, all disputes shall be litigated in Marion County, Indiana.

11.3 Rule Against Perpetuities. Notwithstanding any provisions herein to the contrary, if the Trust created hereunder shall violate any rule against perpetuities or accumulations or other similar law, the Trustees are hereby directed to terminate the Trust on the date limited by such rule of law, and to make terminating distributions as provided in Section 4.2.

11.4 Tax-Exempt Status. The Trust is an organization formed, operated and funded by political subdivisions to pool their health insurance risks. The Trust is intended to qualify for exemption from federal taxation under section 115(1) of the Internal Revenue Code of 1986, as amended. See Revenue Ruling 90-74.

11.5 Specific Provisions. Should any provision of this Trust Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other

provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the plan.

11.6 Persons Dealing With The Trustees. No person, firm or corporation dealing with the Trustees shall be obligated to see to the application of any property of the Trust, or be obligated to see that the terms of the Trust have been complied with, or be obligated to inquire into the necessity or expediency of any act of the Trustees, and every instrument executed by any Trustees shall be conclusive in favor of any person, firm or corporation relying thereon, that:

(a) At the time of delivery of said instrument the Trust was in full force and effect.

(b) Said instrument was effected in accordance with the terms and conditions of this Trust Agreement, and

(c) The Trustee or Trustees, as the case may be, were duly authorized and empowered to execute such instrument.

11.7 Adoption by Participating Employers. Each Participating Employer shall adopt this Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust and shall abide by the terms and conditions thereof, as it may be amended from time to time. Such adoption shall be memorialized by a binding resolution of a governing board of the Participating Employer. The binding resolution shall be approved in public session in compliance with law.

11.8 Execution in Counterparts. This Trust Agreement may be signed in multiple counterparts, and each counterpart shall be deemed part of a single, integrated instrument.

APPENDIX A

Accelerate Indiana Municipalities

City of Angola

Town of Arcadia

Town of Avon

City of Beech Grove

City of Bloomington

Town of Cicero

City of Connersville

Town of Culver

Town of Danville

Town of Darlington

Town of DeMotte

Town of Fowler

Town of Georgetown

City of Greencastle

City of Greenfield

Town of Hagerstown

Town of Hebron

Town of Highland

Town of Kewanna

Town of Knightstown

City of Lafayette

City of Lebanon

Town of Lowell

City of Monticello

Town of Moores Hill

Town of Munster

Town of Nashville

Town of Owensville

Town of Rensselaer

Town of Rockville

City of Scottsburg

Town of Shirley

Town of Southport

Town of South Whitley

Town of Swayzee

Town of Sweetser

Town of Topeka

City of Valparaiso

Town of Walkerton

City of Warsaw

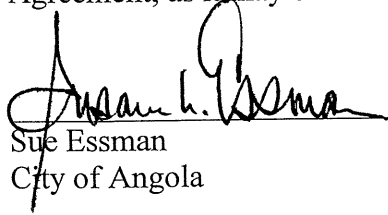
City of West Lafayette


NOTE: The Trust Agreement provides that Appendix A shall be updated from time to time by the Director of Trust Operations to reflect the current list of Participating Employers.

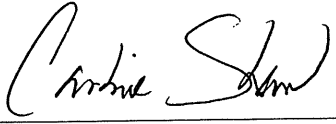
Dated: November 29, 2017

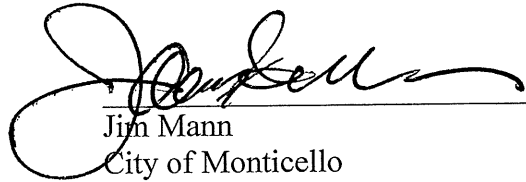
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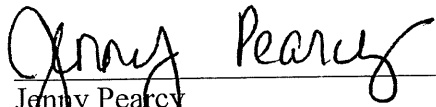
IN WITNESS WHEREOF, the Trustees unanimously approved the Second Amended and Restated Agreement and Declaration of Trust of the Aim Medical Trust during the November 29, 2017 scheduled meeting. The Trustees agree to abide by the terms and conditions of the Trust Agreement, as it may be amended from time to time.



Sue Essman
City of Angola

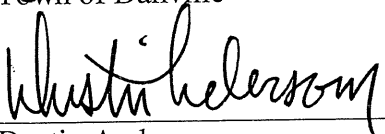

Mayor Tony Roswarski
City of Lafayette

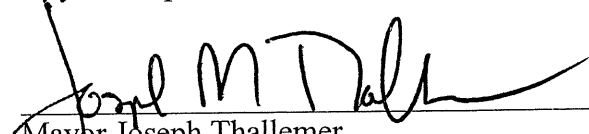

Caroline Shaw
City of Bloomington

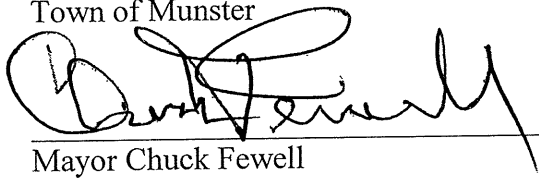

Jim Mann
City of Monticello

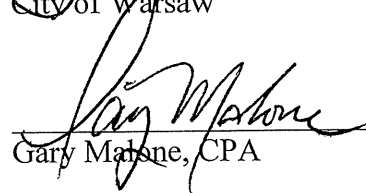

Jenny Percy
Town of Danville

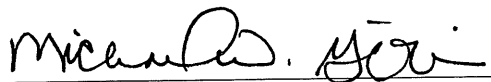

Bill Oeding
City of Valparaiso

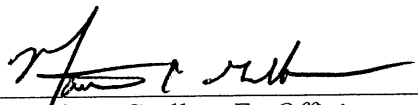

Dustin Anderson
Town of Munster


Mayor Joseph Thallemer
City of Warsaw


Mayor Chuck Fewell
City of Greenfield


Gary Malone, CPA


Michael Griffin
Town of Highland


Matthew Greller, *Ex Officio*
Accelerate Indiana Municipalities



Board of Public Works Staff Report

Project/Event: Installation of Lowered Grid Ceiling at Fire Station #4

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: June 12, 2018

This project is to install a lowered grid ceiling at Fire Station #4 to facilitate the installation of wiring for the new Locution alert system being installed at the station. The way the ceiling was constructed makes it impossible to run the need wiring above the existing ceiling.

Quotes were solicited from three contractors. Two of the three vendors that were solicited did not respond with a quote. The vendors and their quotes are as follows:

| Company | Amount |
|-------------------|----------------|
| General Interiors | \$ 5,985.00 |
| Patriot Interiors | Non Responsive |
| Hewitt Interiors | Non-Responsive |

Staff recommends awarding contract to General Interiors, Inc. They were the only responsive quoter. They have performed work for the City before, and staff considers them to be a competent and professional contractor.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
GENERAL INTERIORS, INC.
FOR
INSTALLATION OF LOWERED GRID CEILING AT FIRE STATION #4

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Installation of Lowered Grid Ceiling at Fire Station #4, (more particularly described in Attachment A, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within ninety (90) days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed _____ Five Thousand Nine Hundred Eighty-Five Dollars and Zero Cents (\$5,985.00) _____. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. Employer's Liability Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |
| Products/Completed Operation | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage (any one fire) | \$50,000 |
| D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) | \$1,000,000 each accident |
| Bodily injury and property damage | |
| E. Umbrella Excess Liability | \$5,000,000 each occurrence and aggregate |
| The Deductible on the Umbrella Liability shall not be more than | \$10,000 |

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

| | |
|---|-------------------------|
| City of Bloomington | General Interiors, Inc. |
| Attn: J. D. Boruff, Facilities Director | Attn: Steve Breeden |
| P.O. Box 100 | 2001 Hunter Valley Rd |
| Bloomington, Indiana 47402 | Bloomington, IN 47404 |

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation

will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

General Interiors, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

INSTALLATION OF LOWERED GRID CEILING AT FIRE STATION #4

This project shall include, but is not limited to, the following SCOPE OF WORK: General Interiors, Inc., shall provide all necessary labor and material to complete the following:

Install Acoustical Ceiling in:

- Living/Dining area
- 10' x 10' Room with Skylight
- Two (2) rooms at Dispatch/IT
- Bedroom area
- Locker room

Contractor shall: Install ceiling approximately 6" down from existing drywall ceiling.

Ceiling materials: Standard USG intermediate duty 15/16" white grid and USG vinyl face ceiling tile square edge

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

GENERAL INTERIORS, INC.

2001 Hunter Valley Rd Bloomington, IN 47404
(812)323-8540 FAX (812)323-8535

TO: **City of Bloomington**
ATTN: J.D. Boruff,

DATE: **5/24/18**

JOB NAME: .

PLANS AND SPECIFICATIONS DATED: **N/A**

JOB LOCATION: **Bloomington In,**

ADDENDA: **N/A**

ARCHITECT/ENGINEER: **N/A**

FULL DESCRIPTION OF LABOR AND MATERIALS COVERED BY THIS PROPOSAL:

Supply Labor and Material to install Acoustical Ceiling in living/Dining. 10'x10 Room with skylight, Two rooms at Dispatch/IT, and Bedroom. Install Ceiling approx. 6" down from existing drywall ceiling. Standard USG intermediate duty 15/16" white grid and USG Vinyl face ceiling tile square edge.

Add \$625.00 to price below to Install Ceiling grid and tile in locker room with same grid and tile as above. Six Hundred Twenty Five Dollars.

****Exclusions" Tax, Dumpster, Final Clean, Overtime hours,**

PRICE: **Five Thousand Three Hundred Sixty Dollars (\$5,360.00)**

ACCEPTED:

GENERAL INTERIORS INC.

BY:

BY:

DATE

Steve Breeden



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding Between City of Bloomington Utilities Department and the City of Bloomington Planning & Transportation Department for Payment of Engineering Design Costs for Replacing the Traffic Signal at the Intersection of 3rd Street and Lincoln Street and Various Layout Revisions on Lincoln Street and 4th Street for the Jordan Culvert Reconstruction Project Between 2nd Street and 4th Street

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Andrew Cibor

Date: 06/12/2018

Report: At the request of the City of Bloomington Planning & Transportation Department (Planning & Transportation), the City of Bloomington Utilities (CBU) will include the modernization of the traffic signal at the intersection of 3rd Street and Lincoln Street in addition to various roadway layout revisions (streetscape modifications) on Lincoln Street and 4th Street as a part of the Jordan Culvert Reconstruction Project between 2nd Street and 4th Street.

In 2013 the CBU Utility Service Board (USB) approved a design contract with Donohue & Associated, Inc. to provide necessary engineering design work on the Jordan River Culvert Reconstruction Project. The project has been on hold since 2014 and CBU intends to resume the project's design effort at this time. The project is expected to impact the intersection of 3rd Street and Lincoln Street and road facilities like Lincoln and 4th Street providing an advantageous opportunity to enhance this transportation infrastructure. Planning & Transportation is willing to pay for the services associated with the additional intersection and roadway design work to maximize the opportunity.

This Memorandum of Understanding (MOU) details Planning & Transportation's commitment to fund the requested design services associated with the intersection and roadway design in an amount not to exceed Thirty-Seven Thousand Five Hundred Eighty Dollars (\$37,580.00). CBU will be responsible for all other design costs associated with the project.

The USB is scheduled to review this MOU at their June 11, 2018 meeting.

Recommendation and Supporting Justification: Staff recommends that the BPW approve the MOU between CBU and Planning & Transportation for the funding of intersection and roadway design revisions in conjunction with the Jordan Culvert Reconstruction Project.

Recommend **Approval** **Denial** by *Andrew Cibor*

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT
AND THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION
DEPARTMENT FOR PAYMENT OF ENGINEERING DESIGN COSTS FOR
REPLACING THE TRAFFIC SIGNAL AT THE INTERSECTION OF 3RD STREET AND
LINCOLN STREET AND VARIOUS LAYOUT REVISIONS ON LINCOLN STREET
AND 4TH STREET FOR THE JORDAN CULVERT RECONSTRUCTION PROJECT
BETWEEN 2ND STREET AND 4TH STREET**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“Planning & Transportation”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

WHEREAS, CBU is reconstructing certain storm water infrastructure known as the Jordan River Culvert from 2nd Street through 4th Street; and

WHEREAS, on November 18, 2013, CBU entered into an agreement with Donohue & Associates, Inc. (“Donohue”) to provide necessary engineering design work for the Jordan River Culvert Project (“Project”); and

WHEREAS, CBU advised Donohue to slow and then stop work pending resolution of numerous issues following the submittal of 50% plans in 2014; and

WHEREAS, CBU has directed Donohue to resume design of the Project, and a contract amendment is necessary to compensate for updates and revisions to the plans as well as inflation increases on remaining contract items; and

WHEREAS, Planning & Transportation wishes to partner with CBU to have certain engineering services performed to, among other things, design, remove and replace certain traffic signals, as well as design and revise the layout of certain sections of Lincoln Street and 4th Street; and

WHEREAS, it is advantageous to all parties for Donohue to do this additional work for and on behalf of Planning & Transportation in conjunction with, and at the same time as, the Project; and

WHEREAS, CBU and Donohue have agreed to an expanded scope of work to include the additional engineering services for said traffic signal design, removal and replacement, and additional work performed in relation to said street design and layout for and on behalf of Planning & Transportation as the third party beneficiary; and

WHEREAS, Planning & Transportation is willing to pay for the additional design services performed in relation to said traffic signal design, removal and replacement, and additional design services performed in relation to said street design and layout; and

**EXHIBIT “A”
FIRST AMENDMENT TO**

ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT is hereby entered into this ____ day of _____, 2018, by and between the City of Bloomington Utilities Department through its Utilities Service Board (Hereinafter referred to as the “Board”), and Donohue & Associates, Inc. (Hereinafter referred to as “Engineer”).

WHEREAS, the parties entered into an Engineering Services Agreement on the 18th day of November, 2013, (Hereinafter referred to as “Original Agreement”), for the purpose of hiring Contractor to provide engineering design work on the Jordan River Culvert Reconstruction Project between 2nd Street and 4th Street (Hereinafter referred to as the “Project”); and

WHEREAS, the design of the culvert was initiated and actively performed through completion of the 50% drawings which were submitted for review on schedule on June 17, 2014; and,

WHEREAS, the July 15, 2014, 50% completion review meeting with the Board identified a number of issues requiring further investigation by the Board and also identified that funding for the estimated \$10 million construction had not yet been budgeted following the planned design completion in January 2015; and,

WHEREAS, the 50% design identified that relocation of ATT conduit along Lincoln St. was required to construct the project and the relocation would require negotiations between ATT and the Board and up to 1 year of relocation by ATT; and,

WHEREAS, redevelopment inquiries northwest of 4th St. and Grant St. provided no immediate clarity on the necessity or extent of Sanitary and Storm system relocations to conform to redevelopment; and,

WHEREAS, Board advised Engineer to slow and then stop work pending resolution of these issues; and,

WHEREAS, Board was advised that City of Bloomington Planning and Transportation Department (Hereinafter referred to as “Planning and Transportation”) had plans to replace the traffic signal at 3rd St. and Lincoln St. and reconfigure the parking, sidewalks, travel lanes and curbs along Lincoln St. as well as plans to add a bike lane and resurface portions of 4th St. all within the area impacted by the Project; and

WHEREAS, it is advantageous to the parties and to Planning and Transportation for the scope of work to be expanded further to include Planning & Transportation’s plans in conjunction with, and at the same time as, the Project; and

WHEREAS, given the unforeseen changes in circumstances, the parties agree that it is necessary and desirable to expand the scope of services; and

WHEREAS, said expanded scope of services will cost an additional amount not to exceed Seventy Thousand Four Hundred Sixty-Three and Zero/One-Hundredths (\$70,463.00) Dollars for a total Agreement cost not to exceed Four Hundred Sixty-Nine Thousand Four Hundred Sixty-Three and Zero/One-Hundredths (\$469,463.00) Dollars.

NOW THEREFORE, the Board and Engineer agree to amend the Original Agreement, as follows:

I. Amendment of Exhibit “A” to the Original Agreement.

Exhibit “A”, titled Scope of Engineering Services, is hereby amended as follows:

Design Tasks, Plans and specifications development Item 4 bullet points 10, 11 and 12 are added:

- Perform Traffic Signal Design including removal and replacement of the existing traffic signal at 3rd Street and Lincoln Street in conjunction with the installation of the enlarged storm culvert. The City will provide existing signal design/drawings depicting existing phasing, movements, and sequences and current equipment specifications to incorporate into the new signal. The new signal will incorporate the following functions and features:
 - a. The new signal poles will be a color specified by the City, matching the current Bloomington standards with mast arms and street lighting on appropriate signal poles.
 - b. The new controller will be Econolite with standard finish.
 - c. APS Pedestrian crossing buttons, signage, countdown timers.
 - d. One type of vehicle detection system selected by the City at locations approved by the City.
 - e. Wireless radio interconnection with Yagi antenna to match existing patterns.
 - f. Flashing yellow arrow left-turn indicators.
 - g. Generally match existing traffic patterns
 - h. Install new wiring and signal heads for functioning system
 - i. New Street name signs mounted on the traffic signal mast arms
 - j. Emergency vehicle pre-emption equipped.
 - k. Coordinate electrical service point location with power company if different than existing service point.
 - l. Prepare traffic signal specifications as required to modify or supplement City signal specifications.
 - m. Prepare quantities and cost estimate for signal
 - n. Meet with City staff up to two times to discuss draft signal and geometric layout and staging/maintenance of traffic.

- Revise the restoration of Lincoln Street between Smith Avenue and 4th Street and 4th Street between Lincoln Street and Grant Street to address the following:
 - a. Revise the 3rd Street and Lincoln Street intersection layout to minimize pedestrian crossing distances on Lincoln Street generally in conformance with the conceptual sketch provided in April 2016.
 - b. Prepare grading and facilities layout design for PROWAG compliance along Lincoln Street between Smith Avenue and 4th Street and at the alley between Lincoln Street

and Grant Street on 4th Street where existing sidewalks and curb ramps are disturbed by culvert construction.

- c. Prepare revised curb location design along Lincoln Street between Smith Avenue and 4th Street, and prepare traffic striping and marking plan depicting thru traffic, turn lanes, bike lanes and parking areas. Curb layout for parking area on west side of Lincoln Street south of 3rd Street shall be laid out as head in parking with option for future back in parking.
 - d. Prepare design for full width pavement restoration on Lincoln Street between Smith Avenue and 4th Street and on 4th Street between Lincoln Street and Grant Street. Pavement restoration on 4th Street is not intended to revise the existing grades. Where pavement is not removed for culvert or utility construction it will be milled and replaced with 1.5-inch overlay.
 - e. Prepare construction maintenance of traffic schemes and identify if pedestrian safety can be maintained for north-south or east-west movements or if full closure of the intersection to pedestrian traffic is needed and modify the maintenance of traffic plan as required.
- Update the drawings with new ownership, utility relocations/modifications, and/or construction for 415 South Washington Street, 222 East Smith Street, and Lots on the north side of 4th Street near Grant Street.

Assumptions (listed following Bidding Tasks) are expanded by adding the following:

Street Lighting

Street lighting outside the 3rd St. and Lincoln Street intersection is not included in the design.

Stormwater Runoff

Stormwater infiltration, stormwater runoff minimization practices or other post construction stormwater control strategies are not included in the design.

Construction Services

Construction services for any portion of the project are not included in the fee.

Fire Department Property

Previous investigations revealed that site modifications on the fire department property at Lincoln Street and 4th Street are not feasible within the current land use and zoning and further investigations into this issue are not included in the fee.

Existing Traffic Signs

Existing MUTCD standard traffic signs will be replaced within the project limits as directed by the City and up to two street name signs for mounting on traffic signals are included, but traffic signs not defined or depicted by MUTCD sign code series number designation are not included in the fee.

Existing Topographic Survey

The topographic survey completed in 2014 will remain the basis for the project survey. Alterations along the project alignment since 2014 will be identified by the City, and will be incorporated into the plan set based on information provided by the City of Bloomington Utilities Department

(Hereinafter referred to as “CBU”). Property ownership information will also be updated by CBU and shown on the drawings.

Assistance by CBU is amended by adding the following items:

- 12. Traffic analysis and setting signal timing are not required for the project. Final signal timing will be determined by the City.
- 13. City will identify if any existing traffic signal components to be salvaged and reused, will confirm compatibility with other new materials to be used, or identify location where salvaged components are to be delivered.
- 14. City will identify/provide master specifications/standards that conform to the City standards for traffic signal work.

II. Amendment of Exhibit “B” to the Original Agreement.

Exhibit “B”, titled Compensation, is hereby amended as follows:

The total project fee for the Jordan River Culvert Reconstruction 2nd Street Through 4th Street is as follows:

Total cost for design services not to exceed \$450,263.00

Allowance Items Remain unchanged.

Total Agreement compensation not to exceed \$469,463.00

A new Hourly billing rate schedule for 2018 is attached hereto and incorporated herein.

III. Amendment of Exhibit “C” to the Original Agreement.

Exhibit “C”, titled Estimated Program Schedule, is hereby amended as follows:

| MILESTONE | Estimated Completion |
|---|------------------------------------|
| 75% Plan Submittal | 6 months after NTP with Amendment |
| Property and Easement Research Complete | 6 months after NTP with Amendment |
| 95% Plans & Specifications Submittal | 9 months after NTP with Amendment |
| Final Plans and Specifications | 11 months after NTP with Amendment |
| Permit Applications Submitted | 12 months after NTP with Amendment |

IV. Amendment of Exhibit “D” to the Original Agreement.

Exhibit “D”, titled Key Personnel, is hereby amended as follows:

Position / Responsibility

Name

Project Manager, Lead Civil Engineer

Paul Elling, P.E.

Quality Control

Craig Schuenemann, P.E.
Tim Moyer

Civil Engineers

Michael Styf, P.E.
Ryan Vevang, P.E.
Katherine Merkle, P.E.

Structural Engineer

TJ Bates, P.E.

Subconsultants:

Surveyor, Research / Easement Plats, Legal Descriptions:
Geotechnical Investigations:
Title Searches:

Bledsoe, Riggert, Guerrettaz
Alt & Witzig, Inc.
Bledsoe, Riggert, Guerrettaz and Title
Plus

V. REMAINDER OF ORIGINAL AGREEMENT UNCHANGED.

In all other respects, the rest and remainder of the Original Agreement shall remain unchanged and in full force and effect as originally executed.

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

City of Bloomington:

Donohue & Associates, Inc.:

By: _____
Julie Roberts, President
Utility Service Board

By: _____
Andrew J. Martin, PE ENV SP
Managing Director Midwest

Attest:

Attest:

By: _____
Vic Kelson, Director
Utilities Department

By: _____
Joseph M. Teusch, PE
Indianapolis Office Director

John Hamilton, Mayor
City of Bloomington

EXHIBIT B

Jordan River Culvert Reconstruction - 2nd to 4th Street reconstruction
 3rd and Lincoln Signal, Lincoln Streetscape and Other Items
 Donohue & Associates

| Task Description | Sheet Count | Hurst | Elling | Vevang | Styf | Moyer | Webb | Schuenemann | Bates | Jensen | Koenig | Total Hours | Total Cost | Subtotals |
|--|-------------|----------|-----------|-----------|-----------|--------|------------|-------------|----------|----------|-----------|-------------|--------------------|------------------|
| | | ENG VIII | ENG VI | ENG II | ENG II | ENG IV | ENG IV | ENG IV | ENG III | ENG V | Admin III | | | |
| | | \$ 230 | \$ 190 | \$ 130 | \$ 130 | \$ 155 | \$ 155 | \$ 155 | \$ 140 | \$ 175 | \$ 80 | | | |
| Project Management | | | | | | | | | | | | | | \$ 2,060 |
| | | 4 | 6 | - | - | - | - | - | - | - | - | | | |
| Traffic Signal Design | | | | | | | | | | | | | | \$ 16,170 |
| | | - | 28 | - | 70 | - | 8 | - | - | 2 | 2 | | | |
| Streetscaping/Restoration Design | | | | | | | | | | | | | | \$ 19,350 |
| | | | 24 | 60 | 40 | 6 | - | - | - | 4 | 2 | | | |
| Updates and Revisions | | | | | | | | | | | | | | \$ 4,640 |
| | | | 8 | - | 24 | - | - | - | - | - | - | | \$ - | |
| | | | | | | | | | | | | | \$ - | |
| Total Hours by Staff | - | 4 | 66 | 60 | 134 | 6 | 8 | - | - | 6 | 4 | 288 | \$ 42,220 | \$ 42,220 |
| Total Labor Dollars by Staff | | \$ 920 | \$ 12,540 | \$ 7,800 | \$ 17,420 | \$ 930 | \$ 1,240 | \$ - | \$ - | \$ 1,050 | \$ 320 | | | |
| Inflation increase on remaining contract items 2014 to 2018 | | | \$ 10,974 | \$ 13,156 | \$ 2,236 | \$ - | \$ (2,950) | \$ (898) | \$ 5,148 | \$ 181 | \$ 396 | | | \$ 28,243 |
| | | | | | | | | | | | | | TOTAL => | \$ 70,463 |

| | | | | | | | | | |
|---|----------|----------|----------|-----|----------|----------|----------|----------|---------|
| Originally planned 2014 hours by classification | 465 | 506 | 215 | 0 | 43 | 24 | 143 | 21 | 55 |
| 2013 Classification Rate | \$160.00 | \$100.00 | \$115.00 | | \$215.00 | \$185.00 | \$100.00 | \$160.00 | \$70.00 |
| 2014 Classification Rate (2013 rate x 1.04) | \$166.40 | \$104.00 | \$119.60 | | \$223.60 | \$192.40 | \$104.00 | \$166.40 | \$72.80 |
| 2018 Rate | \$190.00 | \$130.00 | \$130.00 | | \$155.00 | \$155.00 | \$140.00 | \$175.00 | \$80.00 |
| 2018 to 2014 rate change | \$23.60 | \$26.00 | \$10.40 | | -\$68.60 | -\$37.40 | \$36.00 | \$8.60 | \$7.20 |
| Cost Change | \$10,974 | \$13,156 | \$2,236 | \$0 | -\$2,950 | -\$898 | \$5,148 | \$181 | \$396 |



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way for construction at 2038 N Walnut Street (Running Crab Building)

Staff Representative: Dan Backler

Petitioner/Representative: Petitioner: Michael Zauberman, Platos Court II LLC, Owner
Representative: Chelsea S. Moss, P.E., Abram-Moss Design Group, LLC.

Date: 6/12/2018

Report: Abram-Moss Design Group is proposing the construction of a new concrete block retaining wall in the public right-of-way as part of site improvements associated with work being done at the Running Crab, a restaurant at 2038 N Walnut Street. There is currently a retaining wall in this location but there was never an encroachment resolution in place for the existing wall. An encroachment resolution is required to install the new wall.

Recommendation and Supporting Justification: The encroachment is typical of this type of structure and will not impede pedestrian traffic. A resolution with a hold harmless agreement has been prepared by city staff which will need to be signed by the owner of the property. Staff recommends approval of the encroachments.

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

Date: May 21, 2018

To: Mr. Dan Backler
Public Improvements Manager
City of Bloomington, Indiana
401 North Morton Street
Bloomington, Indiana 47404

RE: Knight's Landing & Li Family Property (2038 North Walnut Street) Right-of-Way Encroachments

Mr. Backler,

Attached, for your review and consideration, are the site plans that illustrate the proposed retaining wall that encroaches into the public right-of-way along North Walnut Street. The purpose of this encroachment is to repair (by replacement) the existing timber retaining wall along the sidewalk.

Please contact us if you have any questions or need any additional information.

Sincerely,



Chelsea S. Moss, PE
Project Engineer

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-58**

Encroachment at 2038 N Walnut Street

WHEREAS, Platos Court II LLC, (“Owner”), owns the real property located at 2038 N Walnut Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017016076 in the Office of the Recorder of Monroe County, Indiana, (“Property”); and

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

WHEREAS, Owner has requested that it be allowed to install the following encroachment over and upon the public right of way adjacent to its business: one (1) concrete block retaining wall.

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

1. Owner shall be allowed to install the following encroachment in the right of way: One (1) concrete block retaining wall adjacent to its property located at 2038 N Walnut Street.
2. Owner agrees to maintain the described encroachment and to keep it in a safe and good condition.
3. The encroachment shall not deviate from the design which is depicted in Exhibits A and B of this Resolution. Exhibits A and B are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachment that may be installed in the right of way is described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachment by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right-of-way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change the encroachment in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

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

Signed this _____ day of _____, 2018.

Board of Public Works

Platos Court II LLC

Kyla Cox Deckard, President

Michael Zauberman, Owner

Beth H. Hollingsworth

Date

Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Michael Zauberan, owner of Platos Court II LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

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

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



GENERAL NOTES:

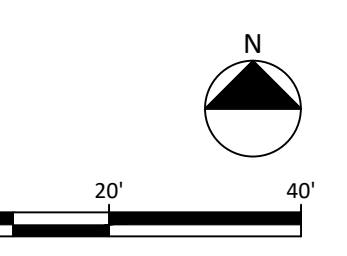
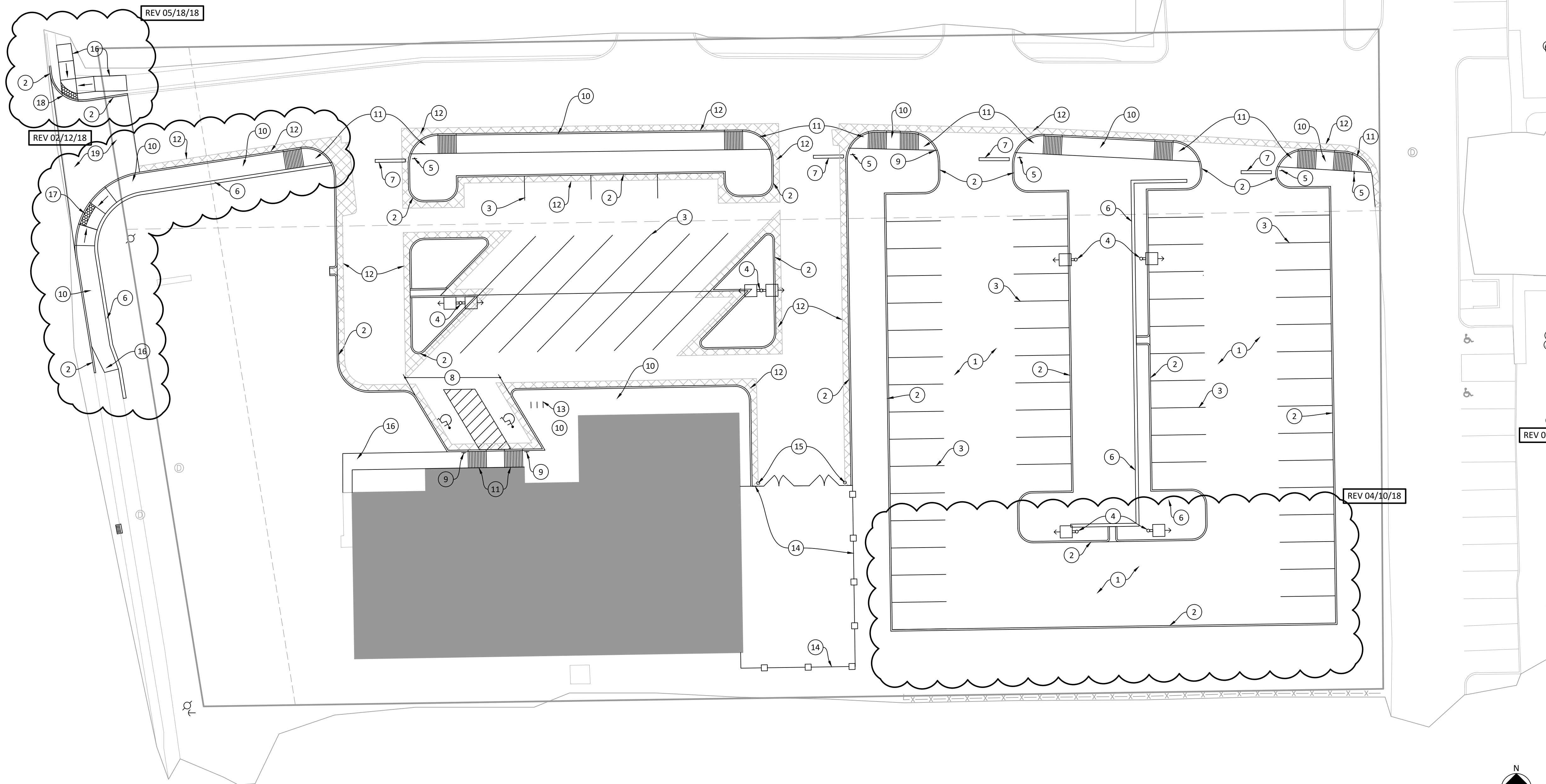
1. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
2. ALL DIMENSIONS ARE TO FACE OF CURB, POINT OF TANGENCY, EDGE OF PAVEMENT, OR EDGE OF WALK, UNLESS OTHERWISE NOTED.
3. ALL DISTURBED AREAS SHALL RECEIVE 6" OF TOPSOIL, SEED, AND MULCH, OR BE IMPROVED AS NOTED OTHERWISE.
4. ALL STREET CUTS FOR IMPROVEMENTS SHALL BE REPAIRED TO MATCH EXISTING PAVEMENT SECTION OR BETTER.

PLANNING DATA:

| | |
|---------------------|--|
| ORDINANCE: | CITY OF BLOOMINGTON UDO |
| ZONE: | COMMERCIAL ARTERIAL (CA) |
| FRONT SETBACK: | 15' FROM ROW (BUILDING) 20' BEHIND FRONT WALL OF PRIMARY BUILDING (PARKING) |
| SIDE YARD: | 7' MINIMUM |
| REAR YARD: | 7' MINIMUM |
| MAXIMUM IMPERVIOUS: | 60% OF LOT |
| SITE USE: | RESTAURANT |

PLAN NOTES:

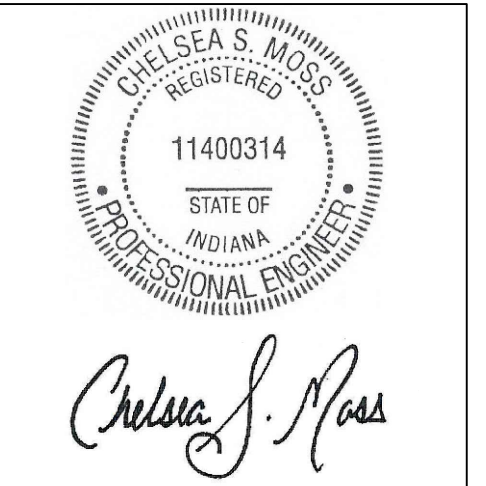
- 1 ASPHALT PAVEMENT - REFER TO DETAIL A/C3.03
- 2 CONCRETE CURB, 6" - REFER TO DETAIL E/C3.03
- 3 PAVEMENT MARKING, WHITE, 4" WIDE
- 4 EXTERIOR LIGHT FIXTURE - REFER TO SHEET C6.01 FOR ADDITIONAL DETAILS
- 5 SIGN, "STOP" - REFER TO DETAIL I/C3.03
- 6 RETAINING WALL - REFER TO SHEET C3.04
- 7 PAVEMENT MARKING, WHITE THERMOPLASTIC, 12" WIDE, 10' LONG
- 8 HANDICAP ACCESSIBLE PARKING - PAVEMENT MARKING, BLUE, 4" WIDE WITH SYMBOL
- 9 SIGN, HANDICAP VAN ACCESSIBLE - REFER TO DETAIL I/C3.03
- 10 MONOLITHIC CONCRETE CURB AND SIDEWALK - REFER TO DETAIL G/C3.03
- 11 CONCRETE CURB RAMP - REFER TO DETAIL K/C3.03
- 12 ASPHALT PAVEMENT PATCH - REFER TO DETAIL J/C3.03
- 13 CLASS II BIKE RACK, 6-BIKE CAPACITY - REFER TO DETAIL M/C3.03
- 14 NEW DUMPSTER ENCLOSURE FENCING, 6' HIGH - REFER TO DETAIL H/C3.03
- 15 CONCRETE BOLLARD - REFER TO DETAIL L/C3.03
- 16 CONCRETE SIDEWALK - REFER TO DETAIL B/C3.03
- 17 PARALLEL CURB RAMP WITH 2' WIDE DETECTABLE WARNING PLATE, DURLAST POWDER COAT BLACK BY EJIW OR APPROVED EQUAL - REFER TO DETAILS C/C3.05 AND D/C3.05
- 18 PERPENDICULAR CURB RAMP WITH 2' WIDE DETECTABLE WARNING PLATE, DURLAST POWDER COAT BLACK BY EJIW OR APPROVED EQUAL - REFER TO DETAILS A/C3.05 AND B/C3.05
- 19 HEAVY DUTY CONCRETE PAVEMENT - REFER TO DETAIL N/C3.03



A PARKING SITE PLAN

Scale: 1:20

LI FAMILY PROPERTY
2038 NORTH WALNUT STREET
BLOOMINGTON, INDIANA 47404
AMDG-2017007



REVISIONS:

| | |
|------------|--------------------------|
| 02/12/2018 | REVISED PER CoB COMMENTS |
| 04/10/2018 | REVISED PARKING LAYOUT |
| 05/18/2018 | REVISED PER CoB COMMENTS |

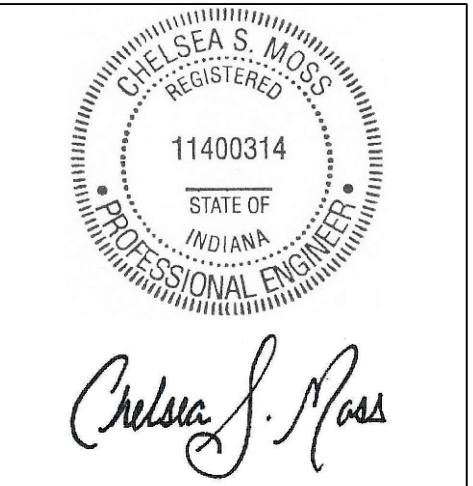
PLAN SET: FOR CONSTRUCTION
PRINT DATE: 12/25/2017
DRAWN BY: C. MOSS
DESIGNED BY: C. MOSS
REVIEWED BY: C. MOSS

DRAWING TITLE:
SITE IMPROVEMENT PLAN

DRAWING NO.
C3.01



LI FAMILY
PROPERTY
2038 NORTH WALNUT STREET
BLOOMINGTON, INDIANA 47404
AMDG-2017007



REVISIONS:

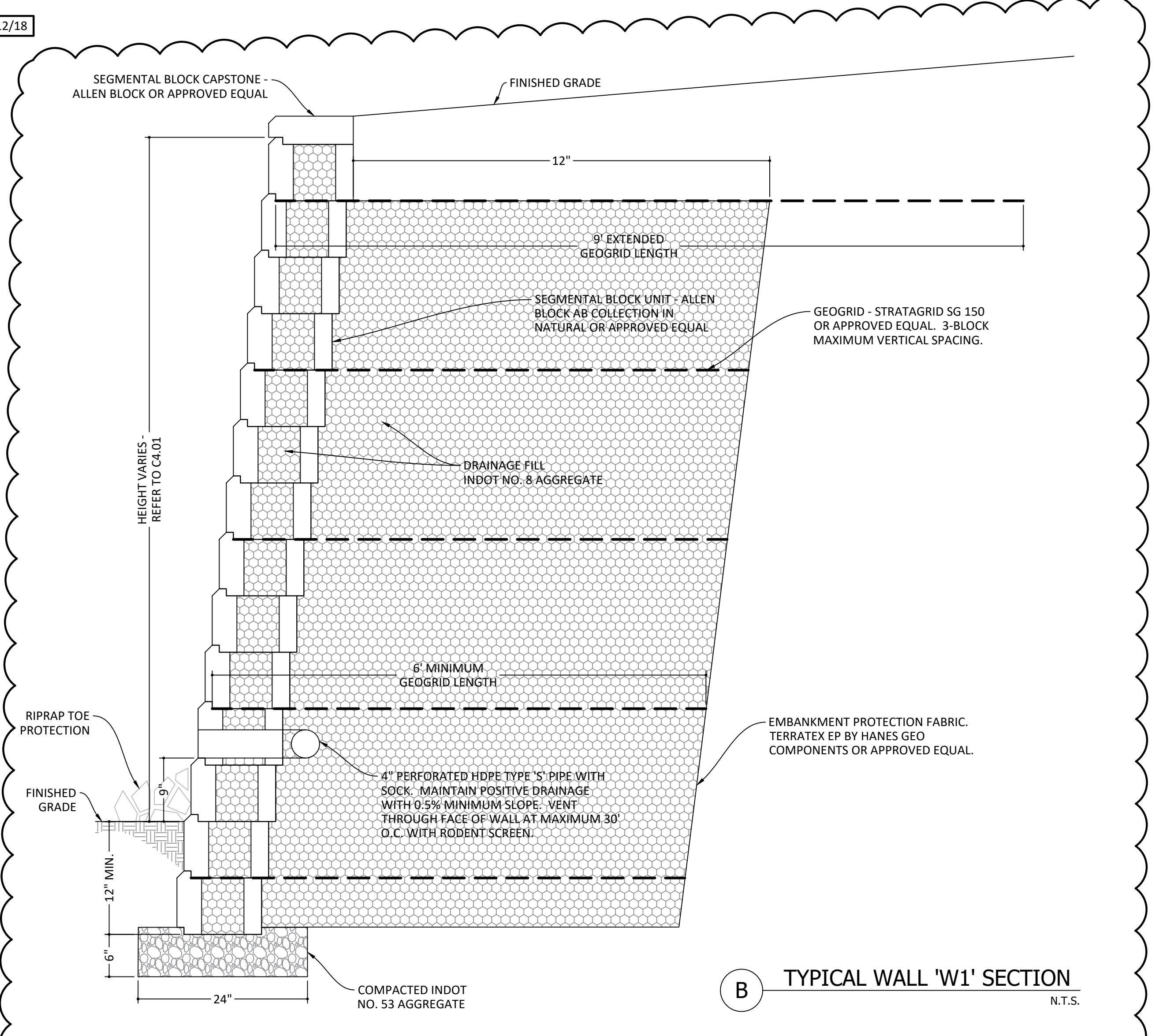
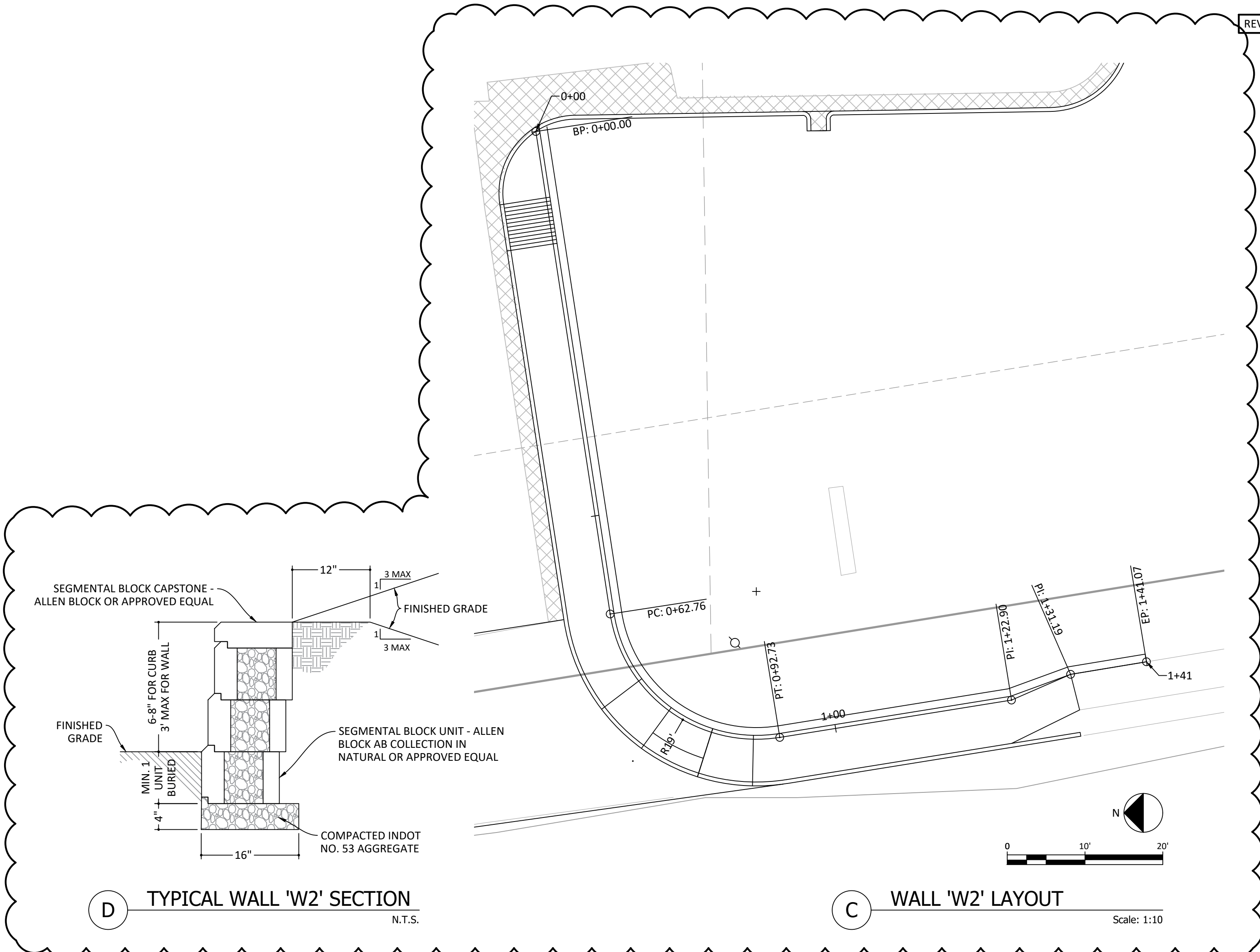
| | |
|------------|---------------------------------|
| 01/17/2017 | WALL MODS |
| 02/12/2018 | REVISED PER COB COMMENTS |
| 04/10/2018 | REVISED 'W1' LAYOUT AND SECTION |

PLAN SET: FOR CONSTRUCTION
PRINT DATE: 12/25/2017
DRAWN BY: C. MOSS
DESIGNED BY: C. MOSS
REVIEWED BY: C. MOSS

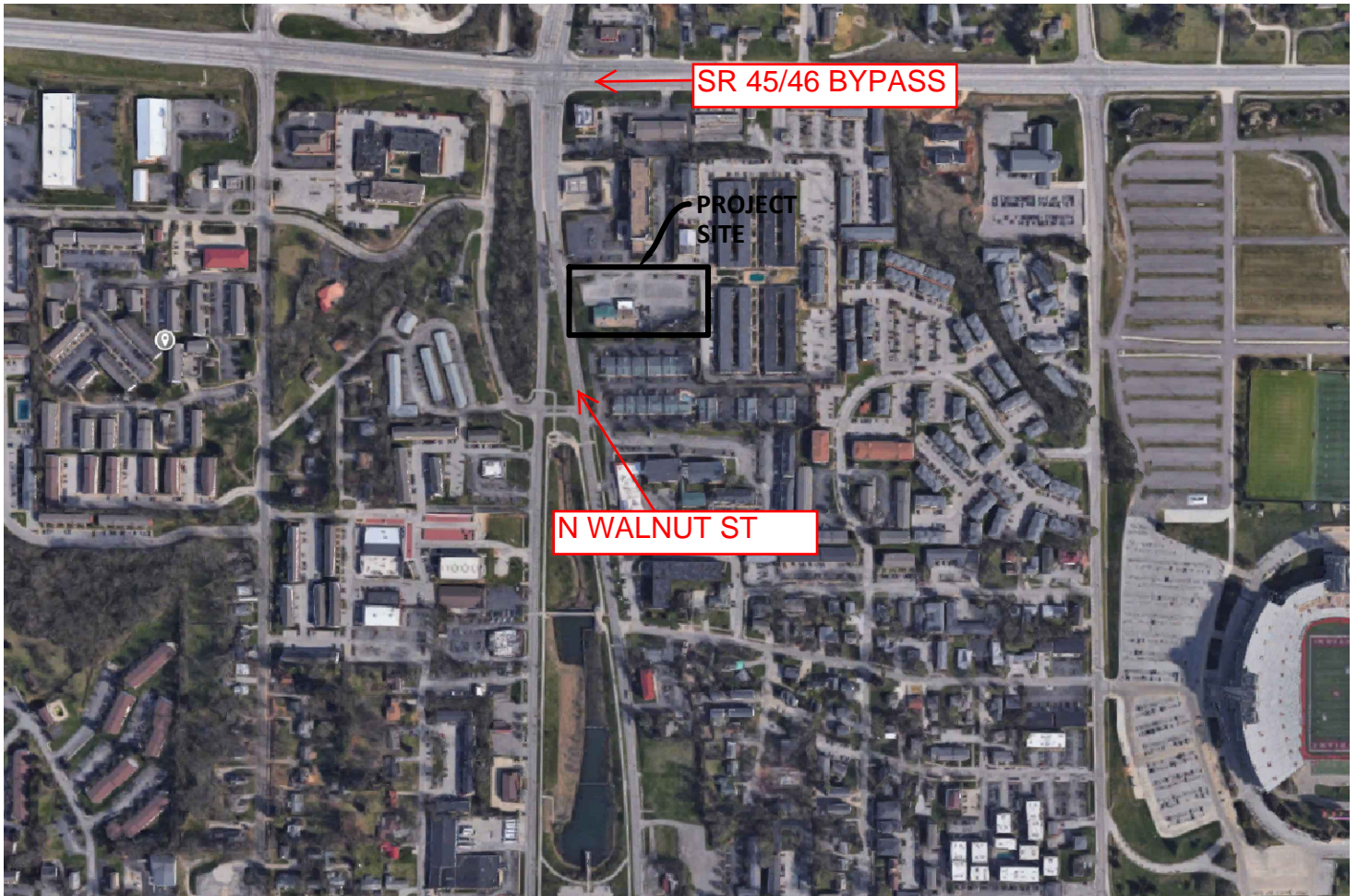
DRAWING TITLE:
SITE IMPROVEMENT PLAN

DRAWING NO.
C3.04

REV 02/12/18



REV 04/10/18



A

LOCATION MAP

NTS





Board of Public Works Staff Report

Project/Event: Removal of the 4th Street Garage Sign
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 05.22.2018

Report: Our engineering vendor, CE Solutions, has recommended the removal of the sign of the North East Corner of the 4th Street Garage:

“We have reviewed the “Park” sign connection capacity at the 4th Street parking garage. The connection was improvised when originally installed and the anchors are embedded into deteriorated patch material.

We recommend the sign be removed from the garage as soon as possible.”

We received quotes from the following companies for this project:

| <u>Vendor</u> | | <u>Quoted Amount</u> |
|------------------|----|----------------------|
| Delphi Signs | \$ | 2,980.00 |
| Hall Signs | \$ | 2,910.00 |
| Everywhere Signs | \$ | 2,900.00 |

We recommend using: Everywhere Signs.

Total cost = \$2,900

Funding Source will be: 452.26.260000.53610 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

Everywhere Signs

FOR

Removal of the 4th Street Garage Park Sign

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Everywhere Signs**, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **removal of the 4th Street Garage Park Sign** (more particularly described in Attachment A, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. **TERM**

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement within fourteen (14) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Thousand Nine Hundred Dollars (\$2,900). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or

enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

5.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04 Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. Employer's Liability Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations) | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |
| Products/Completed Operation | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage (any one fire) | \$50,000 |
| D. Comprehensive Auto Liability (single limit, owned, hired and non-owned) | \$1,000,000 each accident |
| Bodily injury and property damage | |
| E. Umbrella Excess Liability | \$5,000,000 each occurrence and aggregate |
| The Deductible on the Umbrella Liability shall not be more than | \$10,000 |

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

5.10 Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR’S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

| TO CITY: | TO CONTRACTOR: |
|---|----------------------------|
| City of Bloomington, Public Works Dept. | Everywhere Signs |
| Attn: Ryan Daily | |
| P.O. Box 100 | 2630 N. Walnut |
| Bloomington, Indiana 47402 | Bloomington, Indiana 47404 |

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment B, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Everywhere Signs

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

"SCOPE OF WORK"

Removal of the 4th Street Garage Park Sign

This project shall include, but is not limited to, the following SCOPE OF WORK. Everywhere Signs shall provide all necessary labor and material to complete the following:

Scope of Work

- i. Contractor shall apply for all necessary work permits
- ii. Contractor shall apply for sidewalk closure permits
- iii. Contractor shall apply for road closure permit (if necessary)
- iv. Remove Parking Sign from the side of the building and metal supports
- v. Dispose of the Sign in an approved and coded disposal facility
- vi. Cut flush to concrete any bolts protruding from concrete surface
- vii. Contractor shall seal, with matching finish as closely as possible, any concrete penetrations made by bolts or mounting brackets
- viii. Contractor shall assure work area is broom cleaned of any debris after work is completed.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name





Board of Public Works

Staff Memo

Project/Event: Award of Structural Shoring Service Contract

Meeting Date: June 12, 2018

Sealed bids for this contract will be opened at the beginning of the June 12th meeting. Staff will review the bids and may come back to the Board at the end of the meeting with a recommendation to award the contract.



Board of Public Works Claim Register

Invoice Date Range 06/04/18 - 06/15/18

| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|---|--------------|-------------------|
| Fund 101 - General Fund (S0101) | | | |
| Department 01 - Animal Shelter | | | |
| Program 010000 - Main | | | |
| Account 43430 - Animal Adoption Fees | | | |
| Joshua Hobbs | 01-refund adoption fee-feline | 06/15/2018 | 75.00 |
| | Account 43430 - Animal Adoption Fees Totals | 1 | <u>75.00</u> |
| Account 52110 - Office Supplies | | | |
| 5103 - Staples Contract & Commercial, INC | 01-paper-pastel colors | 06/15/2018 | 22.40 |
| | Account 52110 - Office Supplies Totals | 1 | <u>22.40</u> |
| Account 52210 - Institutional Supplies | | | |
| 313 - Fastenal Company | 01-stainless steel cleaner | 06/15/2018 | 35.67 |
| | Account 52210 - Institutional Supplies Totals | 1 | <u>35.67</u> |
| Account 52310 - Building Materials and Supplies | | | |
| 394 - Kleindorfer Hardware & Variety | 01-garden hoses-6 | 06/15/2018 | 41.70 |
| 409 - Black Lumber Co INC | 19-ACC-36/80 sanding sponge for painting | 06/15/2018 | 2.99 |
| 409 - Black Lumber Co INC | 19-ACC-aerator dual thread for sink | 06/15/2018 | 2.99 |
| 409 - Black Lumber Co INC | 19-ACC-painting supplies-brush, tape, roller cover | 06/15/2018 | 8.58 |
| 413 - Bloomington Paint & Wallpaper Co | 19-ACC-paint for offices | 06/15/2018 | 38.89 |
| 413 - Bloomington Paint & Wallpaper Co | 19-ACC-paint for offices | 06/15/2018 | 33.69 |
| | Account 52310 - Building Materials and Supplies Totals | 6 | <u>\$128.84</u> |
| Account 52340 - Other Repairs and Maintenance | | | |
| 594 - Curry Auto Center, INC | 01-Key Replacement | 06/15/2018 | 59.55 |
| 53005 - Menards, INC | 01-storage containers, hardware for vans | 06/15/2018 | 20.06 |
| 53005 - Menards, INC | 01-storage totes for ACO, hardware-storage hooks | 06/15/2018 | 48.84 |
| | Account 52340 - Other Repairs and Maintenance Totals | 3 | <u>\$128.45</u> |
| Account 53130 - Medical | | | |
| 3376 - Bloomington Pets Alive, INC | 01-spay/neuter surgeries-5/1-5/17/18 | 06/15/2018 | 2,160.00 |
| | Account 53130 - Medical Totals | 1 | <u>\$2,160.00</u> |
| Account 53160 - Instruction | | | |
| 3560 - First Financial Bank / Credit Cards | 01-HSUS conference registration -Farmer | 06/15/2018 | 200.00 |
| 3560 - First Financial Bank / Credit Cards | 01-HSUS conference registration - Ennis | 06/15/2018 | 205.00 |
| 3560 - First Financial Bank / Credit Cards | 01-HSUS conference registration - Gibson | 06/15/2018 | 205.00 |
| 3560 - First Financial Bank / Credit Cards | 01-HSUS conference registration - Peffinger | 06/15/2018 | 200.00 |
| | Account 53160 - Instruction Totals | 4 | <u>\$810.00</u> |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|---|--|--------------|---------------------|
| Account 53220 - Postage | | | |
| 4487 - PMB East, INC (PakMail) | 01-BOH shipping charges-5/30/18 | 06/15/2018 | 18.40 |
| 4487 - PMB East, INC (PakMail) | 01-BOH shipping-5/24/18 | 06/15/2018 | 19.13 |
| | Account 53220 - Postage Totals | 2 | <u>\$37.53</u> |
| Account 53230 - Travel | | | |
| 3560 - First Financial Bank / Credit Cards | 01-Marriott-hotel for HSUS-Farmer | 06/15/2018 | 515.49 |
| 3560 - First Financial Bank / Credit Cards | 01-Marriott-hotel for HSUS Conf-Aubin | 06/15/2018 | 515.49 |
| | Account 53230 - Travel Totals | 2 | <u>\$1,030.98</u> |
| Account 53610 - Building Repairs | | | |
| 5900 - VET Environmental Engineering, LLC | 19-ACC-Attic mold testing and report | BC 2018-10 | 06/15/2018 |
| | Account 53610 - Building Repairs Totals | 1 | <u>\$2,025.41</u> |
| Account 53650 - Other Repairs | | | |
| 453 - ULINE, INC | 01-lockers, toilet paper dispensers | 06/15/2018 | 992.89 |
| | Account 53650 - Other Repairs Totals | 1 | <u>\$992.89</u> |
| | Program 010000 - Main Totals | 23 | <u>\$7,447.17</u> |
| | Department 01 - Animal Shelter Totals | 23 | <u>\$7,447.17</u> |
| Department 02 - Public Works | | | |
| Program 020000 - Main | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | |
| 19278 - Milestone Contractors, LP | 20-Surface-N. Walnut/patching-20.31 tons-5/7 & 5/9/18 | BC 2018-34A | 06/15/2018 |
| 19278 - Milestone Contractors, LP | 20-Surface-Blue Ridge/Old 37 N/patching-402.33 tons-5/1-5/3/18 | BC 2018-34A | 06/15/2018 |
| 19278 - Milestone Contractors, LP | 20-Surface-N. Walnut St Shoulder-15.50 tons-5/9/18 | BC 2018-34A | 06/15/2018 |
| 19278 - Milestone Contractors, LP | 20-Surface-patching-3.37 tons-5/7/18 | BC 2018-34A | 06/15/2018 |
| | Account 52330 - Street , Alley, and Sewer Material Totals | 4 | <u>\$13,544.22</u> |
| Account 53210 - Telephone | | | |
| 1079 - AT&T | 02-Radio Circuits-phone charges 4/29-5/28/18 | 06/04/2018 | 180.64 |
| | Account 53210 - Telephone Totals | 1 | <u>\$180.64</u> |
| Account 54510 - Other Capital Outlays | | | |
| 4439 - JX Enterprises, INC | 02-Single & Double Axle dump trucks (4 total) | 06/15/2018 | 307,399.00 |
| | Account 54510 - Other Capital Outlays Totals | 1 | <u>\$307,399.00</u> |
| | Program 020000 - Main Totals | 6 | <u>\$321,123.86</u> |
| | Department 02 - Public Works Totals | 6 | <u>\$321,123.86</u> |
| Department 03 - City Clerk | | | |
| Program 030000 - Main | | | |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|---|--|--------------|--------------------|
| Account 53230 - Travel | | | |
| 5461 - F Nicole Bolden | 03-Per Diem/pkg reimb-IIMC Conf.-Norfolk VA-5/20-5/24/18 | 06/15/2018 | 226.40 |
| 3560 - First Financial Bank / Credit Cards | 03-Marriott-IIMC Conference-Bolden-5/2018 | 06/15/2018 | 687.44 |
| | Account 53230 - Travel Totals | 2 | <u>\$913.84</u> |
| | Program 030000 - Main Totals | 2 | <u>\$913.84</u> |
| | Department 03 - City Clerk Totals | 2 | <u>\$913.84</u> |
| Department 04 - Economic & Sustainable Dev | | | |
| Program 040000 - Main | | | |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | |
| 6428 - Kelly M Boatman (Core Projective, LLC) | 04 - Consulting Agreement - Kelly Boatman | 06/15/2018 | 4,738.75 |
| | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | 1 | <u>\$4,738.75</u> |
| Account 53230 - Travel | | | |
| 4452 - Indiana Recycling Coalition, INC | 4452 - Indiana Recycling Coalition, INC | 06/15/2018 | 280.00 |
| | Account 53230 - Travel Totals | 1 | <u>\$280.00</u> |
| Account 53910 - Dues and Subscriptions | | | |
| 3560 - First Financial Bank / Credit Cards | 04- Hootsuite - BEAD Website Platform | 06/15/2018 | 5.99 |
| | Account 53910 - Dues and Subscriptions Totals | 1 | <u>\$5.99</u> |
| Account 53990 - Other Services and Charges | | | |
| 6131 - Jane St John | 04 - 2018 Consulting Contract | 06/15/2018 | 6,077.50 |
| | Account 53990 - Other Services and Charges Totals | 1 | <u>\$6,077.50</u> |
| | Program 040000 - Main Totals | 4 | <u>\$11,102.24</u> |
| | Department 04 - Economic & Sustainable Dev Totals | 4 | <u>\$11,102.24</u> |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 5103 - Staples Contract & Commercial, INC | 06-Legal Pads and Frames | 06/15/2018 | 12.02 |
| | Account 52110 - Office Supplies Totals | 1 | <u>\$12.02</u> |
| Account 52420 - Other Supplies | | | |
| 9523 - Freedom Business Solutions, LLC | 06- Toner Laser Jet Pro M501 2-6-18 #10397 | 06/15/2018 | 189.00 |
| | Account 52420 - Other Supplies Totals | 1 | <u>\$189.00</u> |
| Account 53230 - Travel | | | |
| 3560 - First Financial Bank / Credit Cards | 06-Embassy-Mitchner-2018 AIM Treasurer School | 06/15/2018 | 249.90 |
| 3560 - First Financial Bank / Credit Cards | 06-Embassy-Martindale-2018 AIM Treasurer School | 06/15/2018 | 249.90 |
| 7624 - Julie A Martindale | 06-Per Diem reimbursement for 2018 AIM Clerk/Treasure School | 06/15/2018 | 46.00 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|---|--------------|-------------------|
| 6521 - Tamara L Mitchner | 06-Per Diem reimbursement for 2018 AIM Clerk/Treasure School | 06/15/2018 | 46.00 |
| | Account 53230 - Travel Totals | 4 | <u>\$591.80</u> |
| Account 53640 - Hardware and Software Maintenance | | | |
| 6520 - Vendor Registry, INC | 06-Upgrade to Vendor Registry Tool | 06/15/2018 | 800.00 |
| | Account 53640 - Hardware and Software Maintenance Totals | 1 | <u>\$800.00</u> |
| Account 53730 - Machinery and Equipment Rental | | | |
| 933 - United States Postal Service | 06- Annual PO Box 100 Rental July 2018-June 2019 | 06/15/2018 | 1,120.00 |
| | Account 53730 - Machinery and Equipment Rental Totals | 1 | <u>\$1,120.00</u> |
| | Program 060000 - Main Totals | 8 | <u>\$2,712.82</u> |
| | Department 06 - Controller's Office Totals | 8 | <u>\$2,712.82</u> |
| Department 09 - CFRD | | | |
| Program 090000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 5103 - Staples Contract & Commercial, INC | 09 - office supplies | 06/15/2018 | 139.90 |
| 5103 - Staples Contract & Commercial, INC | 09-super glue | 06/15/2018 | 1.72 |
| | Account 52110 - Office Supplies Totals | 2 | <u>\$141.62</u> |
| Account 52420 - Other Supplies | | | |
| 4549 - Kroger Limited Partnership I | 09-NEA BIG READ Community Book Discussion--refreshments | 06/15/2018 | 48.75 |
| | Account 52420 - Other Supplies Totals | 1 | <u>\$48.75</u> |
| | Program 090000 - Main Totals | 3 | <u>\$190.37</u> |
| | Department 09 - CFRD Totals | 3 | <u>\$190.37</u> |
| Department 10 - Legal | | | |
| Program 100000 - Main | | | |
| Account 52420 - Other Supplies | | | |
| 651 - Engraving & Stamp Center, INC | 10-self inking stamp | 06/15/2018 | 32.95 |
| | Account 52420 - Other Supplies Totals | 1 | <u>\$32.95</u> |
| Account 53120 - Special Legal Services | | | |
| 330 - Ice Miller, LLP | 10- IU hospital property-April 2018 | 06/15/2018 | 2,376.50 |
| 608 - Krieg Devault, LLP | 10 Krieg Devault 460086 lobby registration/Feb | 06/15/2018 | 2,215.00 |
| 608 - Krieg Devault, LLP | 10 Krieg Devault 461044 (March) | 06/15/2018 | 2,000.00 |
| 608 - Krieg Devault, LLP | 10 Krieg Devault 462329 (April) | 06/15/2018 | 2,000.00 |
| | Account 53120 - Special Legal Services Totals | 4 | <u>\$8,591.50</u> |
| Account 53990 - Other Services and Charges | | | |
| 3560 - First Financial Bank / Credit Cards | 10-IN.biz BMFC change officer & registered agent | 06/15/2018 | 3.00 |



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|---|--|--------------|----------------|
| Account 53990 - Other Services and Charges Totals | | 1 | \$3.00 |
| Program 100000 - Main Totals | | 6 | \$8,627.45 |
| Department 10 - Legal Totals | | 6 | \$8,627.45 |
| Department 11 - Mayor's Office | | | |
| Program 110000 - Main | | | |
| Account 52110 - Office Supplies | | | |
| 5103 - Staples Contract & Commercial, INC | 11-easel pads | 06/15/2018 | 55.05 |
| 914 - John Wilson (Pygmalion's Art) | 11-proclamation paper | 06/15/2018 | 4.17 |
| Account 52110 - Office Supplies Totals | | 2 | \$59.22 |
| Account 52420 - Other Supplies | | | |
| 4549 - Kroger Limited Partnership I | 11-snacks for OOTM retreat | 06/15/2018 | 13.15 |
| 4549 - Kroger Limited Partnership I | 11-snacks for department head retreat | 06/15/2018 | 35.88 |
| 5103 - Staples Contract & Commercial, INC | 11-easels | 06/15/2018 | 132.95 |
| Account 52420 - Other Supplies Totals | | 3 | \$181.98 |
| Account 53160 - Instruction | | | |
| 3560 - First Financial Bank / Credit Cards | 11-US Conf. of Mayors-registration for USCM-JH-June 2018 | 06/15/2018 | 1,050.00 |
| Account 53160 - Instruction Totals | | 1 | \$1,050.00 |
| Program 110000 - Main Totals | | 6 | \$1,291.20 |
| Department 11 - Mayor's Office Totals | | 6 | \$1,291.20 |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 53640 - Hardware and Software Maintenance | | | |
| 6309 - CivicPlus, INC | 12 Inv 171510 Applicant Tracking | 06/15/2018 | 3,748.75 |
| Account 53640 - Hardware and Software Maintenance Totals | | 1 | \$3,748.75 |
| Account 53990 - Other Services and Charges | | | |
| 6429 - Management Advisory Group International, INC | 12 Inv 1916 Survey Agreement for Unions | 06/15/2018 | 14,950.00 |
| Account 53990 - Other Services and Charges Totals | | 1 | \$14,950.00 |
| Program 120000 - Main Totals | | 2 | \$18,698.75 |
| Department 12 - Human Resources Totals | | 2 | \$18,698.75 |
| Department 13 - Planning | | | |
| Program 130000 - Main | | | |
| Account 52420 - Other Supplies | | | |
| 5819 - Synchrony Bank | 13-safety glasses, earplugs, 3 levels | 06/15/2018 | 358.14 |
| 5819 - Synchrony Bank | 13-safety glasses | 06/15/2018 | 11.86 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|--|--------------|--------------------|
| 4983 - Varidesk, LLC | 13-Stand-up desk (for Anna Dragovich) | 06/15/2018 | 355.50 |
| | Account 52420 - Other Supplies Totals | 3 | <u>\$725.50</u> |
| Account 53160 - Instruction | | | |
| 3560 - First Financial Bank / Credit Cards | 13-ITE-Webinar-A. Cibor-Traffic Calming | 06/15/2018 | 149.00 |
| 3560 - First Financial Bank / Credit Cards | 13-ITE-Webinar-A. Cibor-Pedestrian Crossing Research | 06/15/2018 | 99.00 |
| | Account 53160 - Instruction Totals | 2 | <u>\$248.00</u> |
| Account 53240 - Freight / Other | | | |
| 3560 - First Financial Bank / Credit Cards | 13-American Assoc. Notaries-Notary Stamp for H. Duncan | 06/15/2018 | 5.95 |
| | Account 53240 - Freight / Other Totals | 1 | <u>\$5.95</u> |
| Account 53310 - Printing | | | |
| 3892 - Midwest Color Printing, INC | 13 - Business Cards for A. Dragovich-50 | 06/15/2018 | 25.68 |
| | Account 53310 - Printing Totals | 1 | <u>\$25.68</u> |
| Account 53320 - Advertising | | | |
| 3560 - First Financial Bank / Credit Cards | 13-SQ IN Chap-Sr. Zoning Planner Job Ad 2 Weeks (Indiana APA sit | 06/15/2018 | 50.00 |
| 3560 - First Financial Bank / Credit Cards | 13-Nat'l APA-Sr. Zoning Planner Job Ad - 2 wks (APA Nat'l Org) | 06/15/2018 | 195.00 |
| | Account 53320 - Advertising Totals | 2 | <u>\$245.00</u> |
| Account 53990 - Other Services and Charges | | | |
| 51463 - DLT Solutions, LLC | 13-(3) AutoCAD Subscription Renewal+Eng & Const. Collection | 06/15/2018 | 3,095.85 |
| 3560 - First Financial Bank / Credit Cards | 13-IN SOS-Notary Application Fee-H. Duncan | 06/15/2018 | 11.22 |
| 3560 - First Financial Bank / Credit Cards | 13-American Assoc. Notaries-Notary Stamp for H. Duncan | 06/15/2018 | 18.95 |
| 6235 - Toole Design Group, LLC | 13-2017-2018 Transportation Plan-3/31-4/27/18 | 06/15/2018 | 14,315.76 |
| | Account 53990 - Other Services and Charges Totals | 4 | <u>\$17,441.78</u> |
| | Program 130000 - Main Totals | 13 | <u>\$18,691.91</u> |
| | Department 13 - Planning Totals | 13 | <u>\$18,691.91</u> |
| Department 19 - Facilities Maintenance | | | |
| Program 190000 - Main | | | |
| Account 52310 - Building Materials and Supplies | | | |
| 409 - Black Lumber Co INC | 19-City Hall-sticker remover-Goof-Off Remover | 06/15/2018 | 7.99 |
| | Account 52310 - Building Materials and Supplies Totals | 1 | <u>\$7.99</u> |
| Account 52430 - Uniforms and Tools | | | |
| 53005 - Menards, INC | 19-CH-shop tools-speed bag, wrench, cutter, tape | 06/15/2018 | 87.30 |
| | Account 52430 - Uniforms and Tools Totals | 1 | <u>\$87.30</u> |
| Account 53610 - Building Repairs | | | |
| 321 - Harrell Fish, INC | 19-City Hall-service call for cooling tower | 06/15/2018 | 92.00 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|---|--|----------------|
| | | Account 53610 - Building Repairs Totals | 1 |
| | | | \$92.00 |
| Account 54510 - Other Capital Outlays | | | |
| 4439 - JX Enterprises, INC | 02-Single & Double Axle dump trucks (4 total) | 06/15/2018 | 92,204.02 |
| 6199 - Actus Manufacturing, INC (ADDCO Acquisition) | 20-Solar powered message boards (2) and accessories | 06/15/2018 | 32,500.00 |
| | | Account 54510 - Other Capital Outlays Totals | 2 |
| | | | \$124,704.02 |
| | | Program 190000 - Main Totals | 5 |
| | | | \$124,891.31 |
| | | Department 19 - Facilities Maintenance Totals | 5 |
| | | | \$124,891.31 |
| Department 28 - ITS | | | |
| Program 280000 - Main | | | |
| Account 53230 - Travel | | | |
| 3560 - First Financial Bank / Credit Cards | 28 - Orbitz.COM Booking IND to SFO (Ingham) | 06/15/2018 | 467.45 |
| 3560 - First Financial Bank / Credit Cards | 28 - Hilton Hotel & Resorts (2018 Indiana GIS Conference) | 06/15/2018 | 384.00 |
| | | Account 53230 - Travel Totals | 2 |
| | | | \$851.45 |
| Account 53910 - Dues and Subscriptions | | | |
| 3560 - First Financial Bank / Credit Cards | 28-Canva Subscription | 06/15/2018 | 1,570.39 |
| 3560 - First Financial Bank / Credit Cards | 28-Basecamp Project Plan Subscription | 06/15/2018 | 20.00 |
| 3560 - First Financial Bank / Credit Cards | 28-Amazon Web Serv.-service charges-Inv. date 5/3/18 | 06/15/2018 | .50 |
| 5819 - Synchrony Bank | 18-Memberships | 06/15/2018 | 15.00 |
| | | Account 53910 - Dues and Subscriptions Totals | 4 |
| | | | \$1,605.89 |
| | | Program 280000 - Main Totals | 6 |
| | | | \$2,457.34 |
| | | Department 28 - ITS Totals | 6 |
| | | | \$2,457.34 |
| | | Fund 101 - General Fund (S0101) Totals | 84 |
| | | | \$518,148.26 |
| Fund 103 - Restricted Donations | | | |
| Department 06 - Controller's Office | | | |
| Program 400101 - Animal Medical Services | | | |
| Account 53130 - Medical | | | |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-x-rays-5/15-5/17/18 | 06/15/2018 | 133.00 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-dental work, spay/neuter surgeries-5/15/18 | 06/15/2018 | 512.14 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-spay/neuter surgeries-5/22/18 | 06/15/2018 | 283.50 |
| | | Account 53130 - Medical Totals | 3 |
| | | | \$928.64 |
| | | Program 400101 - Animal Medical Services Totals | 3 |
| | | | \$928.64 |
| Program 400102 - Animal Supplies | | | |
| Account 52210 - Institutional Supplies | | | |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|---|--------------|-------------------|
| 4633 - Midwest Veterinary Supply, INC | 01-paper bowls | 06/15/2018 | 177.72 |
| 4633 - Midwest Veterinary Supply, INC | 01-sanitizer-30 gallon drum | 06/15/2018 | 655.63 |
| 4633 - Midwest Veterinary Supply, INC | 01-thermometer, anti-diarrhea | 06/15/2018 | 81.27 |
| 4633 - Midwest Veterinary Supply, INC | 01-milk replacer | 06/15/2018 | 9.36 |
| 4633 - Midwest Veterinary Supply, INC | 01-nursing bottles | 06/15/2018 | 42.80 |
| 5819 - Synchrony Bank | 01-Ettore 61054 Wipe & Dry 18" floor squeegee with handle | 06/15/2018 | 27.13 |
| 4549 - Kroger Limited Partnership I | 01-103.52210 rabbit food | 06/15/2018 | 5.66 |
| 4549 - Kroger Limited Partnership I | 06-rabbit food | 06/15/2018 | 11.54 |
| Account 52210 - Institutional Supplies Totals | | 8 | <u>\$1,011.11</u> |
| Program 400102 - Animal Supplies Totals | | 8 | <u>\$1,011.11</u> |
| Department 06 - Controller's Office Totals | | 11 | <u>\$1,939.75</u> |
| Fund 103 - Restricted Donations Totals | | 11 | <u>\$1,939.75</u> |
| Fund 312 - Community Services | | | |
| Department 09 - CFRD | | | |
| Program 090004 - Com Serv- Accessibility | | | |
| Account 52420 - Other Supplies | | | |
| 4549 - Kroger Limited Partnership I | 09-CCA- Breaking down the Barriers-balloons and kisses | 06/15/2018 | 72.98 |
| Account 52420 - Other Supplies Totals | | 1 | <u>\$72.98</u> |
| Program 090004 - Com Serv- Accessibility Totals | | 1 | <u>\$72.98</u> |
| Program 090016 - Com Serv - Safe & Civil | | | |
| Account 53230 - Travel | | | |
| 3560 - First Financial Bank / Credit Cards | 09-Natl Council La Raza-J. Luce reg fee-2018 Annual Conf | 06/15/2018 | 550.00 |
| Account 53230 - Travel Totals | | 1 | <u>\$550.00</u> |
| Program 090016 - Com Serv - Safe & Civil Totals | | 1 | <u>\$550.00</u> |
| Department 09 - CFRD Totals | | 2 | <u>\$622.98</u> |
| Fund 312 - Community Services Totals | | 2 | <u>\$622.98</u> |
| Fund 401 - Non-Reverting Telecom (\$1146) | | | |
| Department 25 - Telecommunications | | | |
| Program 254000 - Infrastructure | | | |
| Account 53750 - Rentals - Other | | | |
| 12283 - Smithville Communications | 28-401 N Morton/ACC-internet services-6/1-6/30/18 | 06/04/2018 | 1,614.27 |
| Account 53750 - Rentals - Other Totals | | 1 | <u>\$1,614.27</u> |
| Program 254000 - Infrastructure Totals | | 1 | <u>\$1,614.27</u> |
| Program 256000 - Services | | | |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|---|--|--------------|--------------------|
| Account 53150 - Communications Contract | | | |
| 12283 - Smithville Communications | 28-401 N Morton/ACC-internet services-6/1-6/30/18 | 06/04/2018 | 1,136.00 |
| | Account 53150 - Communications Contract Totals | 1 | <u>\$1,136.00</u> |
| | Program 256000 - Services Totals | 1 | <u>\$1,136.00</u> |
| | Department 25 - Telecommunications Totals | 2 | <u>\$2,750.27</u> |
| | Fund 401 - Non-Reverting Telecom (\$1146) Totals | 2 | <u>\$2,750.27</u> |
| | | | |
| Fund 450 - Local Road and Street(S0706) | | | |
| Department 20 - Street | | | |
| Program 200000 - Main | | | |
| Account 53520 - Street Lights / Traffic Signals | | | |
| 223 - Duke Energy | 20-912 S. Walnut St-crosswalk-electric bill 4/26-5/25/18 | 06/04/2018 | 9.52 |
| 223 - Duke Energy | 20-Countryside & Sunflower ST lght-elect. bill-bill date 5/30/18 | 06/04/2018 | 3.87 |
| | Account 53520 - Street Lights / Traffic Signals Totals | 2 | <u>\$13.39</u> |
| | Program 200000 - Main Totals | 2 | <u>\$13.39</u> |
| | Department 20 - Street Totals | 2 | <u>\$13.39</u> |
| | Fund 450 - Local Road and Street(S0706) Totals | 2 | <u>\$13.39</u> |
| | | | |
| Fund 451 - Motor Vehicle Highway(S0708) | | | |
| Department 20 - Street | | | |
| Program 200000 - Main | | | |
| Account 52210 - Institutional Supplies | | | |
| 313 - Fastenal Company | 20-safety supplies-5/16 Nyln FW | 06/15/2018 | 16.60 |
| | Account 52210 - Institutional Supplies Totals | 1 | <u>\$16.60</u> |
| | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | |
| 334 - Irving Materials, INC | 20-121 N College Ave-Class A Stone Ash-4 cy-4/26/18 | 06/15/2018 | 438.00 |
| 365 - Rogers Group, INC | 20-State-#11 stone-31.03 tons/#53 stone-15.58 tons-4/30 & 5/3/18 | 06/15/2018 | 370.41 |
| | Account 52330 - Street , Alley, and Sewer Material Totals | 2 | <u>\$808.41</u> |
| | | | |
| Account 52340 - Other Repairs and Maintenance | | | |
| 294 - All-Phase Electric Supply, INC | 20-Traffic Signal Supplies-THHN 10 stranded black/white 500' | 06/15/2018 | 206.90 |
| 294 - All-Phase Electric Supply, INC | 20-signal supplies-conduit, pvc elbow, couplings | 06/15/2018 | 50.07 |
| 177 - Indiana Oxygen Company, INC | 20-Propane Supplies for Pavement Markings-ratchet straps, propan | 06/15/2018 | 246.61 |
| 603 - Traffic Control Corporation | 20-Controller & Cabinet for S Walnut & Miller Drive | 06/15/2018 | 14,362.00 |
| | Account 52340 - Other Repairs and Maintenance Totals | 4 | <u>\$14,865.58</u> |
| | | | |
| Account 52420 - Other Supplies | | | |
| 5792 - Clark Truck Equipment Co., INC | 20-Plow Light brackets, lights, pintle plate for new dump trucks | 06/15/2018 | 4,478.00 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|---|--|--------------|---------------------|
| 248 - Cosner's Ice Company | 20-ice for employees-123 7# bags | 06/15/2018 | 178.35 |
| 313 - Fastenal Company | 20-Safety supplies-gloves, earplugs | 06/15/2018 | 69.94 |
| 313 - Fastenal Company | 20-safety supplies-wipes, bandages, bandaids | 06/15/2018 | 41.70 |
| 313 - Fastenal Company | 20-safety supplies-earplugs, gloves, marking paint | 06/15/2018 | 100.67 |
| 394 - Kleindorfer Hardware & Variety | 20-Milling Crew-grease gun | 06/15/2018 | 23.98 |
| 6262 - Koenig Equipment, INC | 20-Chainsaw parts for tree crew-14" chain | 06/15/2018 | 44.00 |
| 786 - Richard's Small Engine, INC | 20-14" Power Cutter Concrete Saw | 06/15/2018 | 1,279.96 |
| 336 - Southside Rental Center, INC | 20-Propane for pavement markings | 06/15/2018 | 20.23 |
| 5819 - Synchrony Bank | 20-Ettore 36" Grip N Grab Reaching Tools | 06/15/2018 | 103.30 |
| Account 52420 - Other Supplies Totals | | 10 | <u>\$6,340.13</u> |
| Account 52430 - Uniforms and Tools | | | |
| 4443 - The Sherwin Williams Company | 20-Greco Spray Gun for Pavement Markings | 06/15/2018 | 211.20 |
| Account 52430 - Uniforms and Tools Totals | | 1 | <u>\$211.20</u> |
| Account 53920 - Laundry and Other Sanitation Services | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel services-5/23/18 | 06/15/2018 | 26.39 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-5/23/18 | 06/15/2018 | 21.74 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-5/16/18 | 06/15/2018 | 20.72 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-5/16/18 | 06/15/2018 | 26.39 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | 4 | <u>\$95.24</u> |
| Account 53950 - Landfill | | | |
| 52226 - Hoosier Transfer Station-3140 | 20- Disposal Fee for Sweeper Dumps-5/10/18 | 06/15/2018 | 1,638.00 |
| 52226 - Hoosier Transfer Station-3140 | 20- Disposal Fee for Sweeper Dumps-4/18 & 4/20/18 | 06/15/2018 | 2,492.50 |
| Account 53950 - Landfill Totals | | 2 | <u>\$4,130.50</u> |
| Account 53990 - Other Services and Charges | | | |
| 6152 - K&S Rolloff, INC | 20-Hauling Fees for Sweeper Dumps-rolloff pull price-5/22/18 | 06/15/2018 | 150.00 |
| 6152 - K&S Rolloff, INC | 20-Hauling Fees for Sweeper Dumps-rolloff pull price-2-5/10/18 | 06/15/2018 | 300.00 |
| 19444 - Jeffery D Todd (Todd Septic Tank Service) | 20-pump saltwater collection tanks-5/8/18 | 06/15/2018 | 150.00 |
| Account 53990 - Other Services and Charges Totals | | 3 | <u>\$600.00</u> |
| Account 54450 - Equipment | | | |
| 4439 - JX Enterprises, INC | 02-Single & Double Axle dump trucks (4 total) | 06/15/2018 | 77,093.06 |
| 6070 - 72 Hour LLC (National Auto Fleet Group) | 20-2018 Chevrolet Silverado 2500HD w/plow | 06/15/2018 | 40,309.98 |
| Account 54450 - Equipment Totals | | 2 | <u>\$117,403.04</u> |



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| Vendor | Invoice Description | Payment Date | Invoice Amount | |
|--|---|--------------|----------------|----------|
| | Program 200000 - Main Totals | 29 | \$144,470.70 | |
| | Department 20 - Street Totals | 29 | \$144,470.70 | |
| | Fund 451 - Motor Vehicle Highway(S0708) Totals | 29 | \$144,470.70 | |
| Fund 452 - Parking Facilities(S9502) | | | | |
| Department 26 - Parking | | | | |
| Program 260000 - Main | | | | |
| Account 52210 - Institutional Supplies | | | | |
| 394 - Kleindorfer Hardware & Variety | 02-Pkg Garages-bits, gloves, oil | 06/15/2018 | 45.95 | |
| 394 - Kleindorfer Hardware & Variety | 02-Pkg Garages-nitrile gloves, sanitizer pump | 06/15/2018 | 14.28 | |
| 394 - Kleindorfer Hardware & Variety | 02-Pkg Garages-bit set, 2 pair gloves, broom | 06/15/2018 | 27.15 | |
| | Account 52210 - Institutional Supplies Totals | 3 | \$87.38 | |
| Account 52420 - Other Supplies | | | | |
| 3397 - Evens Time, INC | 02-Pkg Garages-control cards-800 | 06/15/2018 | 4,012.81 | |
| | Account 52420 - Other Supplies Totals | 1 | \$4,012.81 | |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 14-PE Officers-cell phone charges 3/12-4/11/18 | 06/04/2018 | 40.78 | |
| | Account 53210 - Telephone Totals | 1 | \$40.78 | |
| Account 53610 - Building Repairs | | | | |
| 32 - Cassidy Electrical Contractors, INC | 26-Electrical Work for 4th St Garage | BC 2017-81 | 06/15/2018 | 5,313.32 |
| 204 - State Of Indiana | 02-4th st garage elevator inspection | | 06/15/2018 | 120.00 |
| | Account 53610 - Building Repairs Totals | 2 | \$5,433.32 | |
| Account 53650 - Other Repairs | | | | |
| 18844 - First Financial Bank, N.A. | 26-Cassady Electric Escrow Amount | 06/15/2018 | 279.68 | |
| 4443 - The Sherwin Williams Company | 02-Walnut St Garage-paint/supplies for striping | 06/15/2018 | 2,478.91 | |
| 4443 - The Sherwin Williams Company | 02-Pkg Garages-paint supplies for striping | 06/15/2018 | 64.76 | |
| | Account 53650 - Other Repairs Totals | 3 | \$2,823.35 | |
| Account 53840 - Lease Payments | | | | |
| 512 - 7th & Walnut , LLC | 26-Walnut St Garage-Rent for July 2018 | 06/15/2018 | 18,759.98 | |
| 3887 - Mercury Development Group, LLC | 26-Morton St Garage-Rent July 2018 | 06/15/2018 | 36,405.49 | |
| | Account 53840 - Lease Payments Totals | 2 | \$55,165.47 | |
| | Program 260000 - Main Totals | 12 | \$67,563.11 | |
| | Department 26 - Parking Totals | 12 | \$67,563.11 | |
| | Fund 452 - Parking Facilities(S9502) Totals | 12 | \$67,563.11 | |
| Fund 454 - Alternative Transport(S6301) | | | | |



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|---|--|--------------|-------------------|
| Department 02 - Public Works | | | |
| Program 020000 - Main | | | |
| Account 53210 - Telephone | | | |
| 13969 - AT&T Mobility II, LLC | 14-PE Officers-cell phone charges 3/12-4/11/18 | 06/04/2018 | 81.56 |
| 1838 - Verizon Wireless | 14-PE Officers-cell phone charges 4/24-5/23/18 | 06/04/2018 | 104.04 |
| | Account 53210 - Telephone Totals | 2 | <u>185.60</u> |
| Account 53310 - Printing | | | |
| 53984 - Dri-Stick Decal Corp. (Rydin Decal) | 14-2018/2019 Resident Pkg & Lot 5 Parking permits | 06/15/2018 | 5,624.00 |
| | Account 53310 - Printing Totals | 1 | <u>5,624.00</u> |
| Account 54310 - Improvements Other Than Building | | | |
| 1847 - Hylant of Indianapolis, LLC | 13-Tenth St. Sidewalk (ROW Bond Renewal) | 06/15/2018 | 2,500.00 |
| | Account 54310 - Improvements Other Than Building Totals | 1 | <u>2,500.00</u> |
| | Program 020000 - Main Totals | 4 | <u>8,309.60</u> |
| | Department 02 - Public Works Totals | 4 | <u>8,309.60</u> |
| | Fund 454 - Alternative Transport(S6301) Totals | 4 | <u>8,309.60</u> |
| Fund 508 - BMFC - Showers Bond #4(S0184) | | | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 53840 - Lease Payments | | | |
| 4740 - Bank Of New York | 06-BMFC Refunding Series 2009 | 06/15/2018 | 312,500.00 |
| | Account 53840 - Lease Payments Totals | 1 | <u>312,500.00</u> |
| | Program 060000 - Main Totals | 1 | <u>312,500.00</u> |
| | Department 06 - Controller's Office Totals | 1 | <u>312,500.00</u> |
| | Fund 508 - BMFC - Showers Bond #4(S0184) Totals | 1 | <u>312,500.00</u> |
| Fund 601 - Cum Cap Development(S2391) | | | |
| Department 02 - Public Works | | | |
| Program 020000 - Main | | | |
| Account 53110 - Engineering and Architectural | | | |
| 399 - American Structurepoint, INC | 13-Adams St. SW & Intersection Proj.-4/1-4/30/18 | BC 2017-96 | 06/15/2018 |
| | Account 53110 - Engineering and Architectural Totals | 1 | <u>3,921.75</u> |
| Account 53990 - Other Services and Charges | | | |
| 19681 - Southeastern Equipment Co, INC | 20-Milling Contract Services-5/14-6/13/18 | | 06/15/2018 |
| 6247 - Transmap Corporation | 20-Pavement Condition Survey & Sign Assessment-3/30/18 | BC 2017-89 | 06/15/2018 |
| 6247 - Transmap Corporation | 20-Pavement Condition Survey & Sign Assessment-3/30/18 | BC 2017-89 | 06/15/2018 |
| | Account 53990 - Other Services and Charges Totals | 3 | <u>27,883.00</u> |



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|--|--|--------------|---------------------|
| Account 54110 - Land Purchase | | | |
| AWESI Investments, LLC | 02-ROW Land Purchase West 2nd Street Sidwpath | 06/15/2018 | 1,840.00 |
| Anita Shields | 13-Right of Way West 2nd Street Sidepath | 06/15/2018 | 2,510.00 |
| | Account 54110 - Land Purchase Totals | 2 | <u>\$4,350.00</u> |
| Account 54310 - Improvements Other Than Building | | | |
| 399 - American Structurepoint, INC | 13-Signal Timing On Call Services-3/1-3/31/18 BC 2017-98 | 06/15/2018 | 1,628.27 |
| | Account 54310 - Improvements Other Than Building Totals | 1 | <u>\$1,628.27</u> |
| Account 54510 - Other Capital Outlays | | | |
| 4439 - JX Enterprises, INC | 02-Single & Double Axle dump trucks (4 total) | 06/15/2018 | 4,378.92 |
| | Account 54510 - Other Capital Outlays Totals | 1 | <u>\$4,378.92</u> |
| | Program 020000 - Main Totals | 8 | <u>\$42,161.94</u> |
| | Department 02 - Public Works Totals | 8 | <u>\$42,161.94</u> |
| | Fund 601 - Cum Cap Development(\$2391) Totals | 8 | <u>\$42,161.94</u> |
| Fund 610 - Vehicle Replacement Fund(S0104) | | | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 54440 - Motor Equipment | | | |
| 4439 - JX Enterprises, INC | 02-Single & Double Axle dump trucks (4 total) | 06/15/2018 | 179,222.00 |
| | Account 54440 - Motor Equipment Totals | 1 | <u>\$179,222.00</u> |
| | Program 060000 - Main Totals | 1 | <u>\$179,222.00</u> |
| | Department 06 - Controller's Office Totals | 1 | <u>\$179,222.00</u> |
| | Fund 610 - Vehicle Replacement Fund(S0104) Totals | 1 | <u>\$179,222.00</u> |
| Fund 730 - Solid Waste (S6401) | | | |
| Department 16 - Sanitation | | | |
| Program 160000 - Main | | | |
| Account 52310 - Building Materials and Supplies | | | |
| 394 - Kleindorfer Hardware & Variety | 19-flag pole, bracket, brass cap | 06/15/2018 | 36.07 |
| | Account 52310 - Building Materials and Supplies Totals | 1 | <u>\$36.07</u> |
| Account 52420 - Other Supplies | | | |
| 248 - Cosner's Ice Company | 16-ice for employees-140 7# bags | 06/15/2018 | 203.00 |
| | Account 52420 - Other Supplies Totals | 1 | <u>\$203.00</u> |
| Account 53920 - Laundry and Other Sanitation Services | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-5/30/18 | 06/15/2018 | 7.49 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel services-5/30/18 | 06/15/2018 | 31.87 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-5/23/16 | 06/15/2018 | 7.49 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|---|---|--------------|----------------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel services-5/23/18 | 06/15/2018 | 31.87 |
| | Account 53920 - Laundry and Other Sanitation Services Totals | 4 | \$78.72 |
| Account 53950 - Landfill | | | |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal fees-5/1-5/14/18 | 06/15/2018 | 12,514.80 |
| | Account 53950 - Landfill Totals | 1 | \$12,514.80 |
| | Program 160000 - Main Totals | 7 | \$12,832.59 |
| | Department 16 - Sanitation Totals | 7 | \$12,832.59 |
| | Fund 730 - Solid Waste (\$6401) Totals | 7 | \$12,832.59 |
| Fund 800 - Risk Management(S0203) | | | |
| Department 10 - Legal | | | |
| Program 100000 - Main | | | |
| Account 52430 - Uniforms and Tools | | | |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 345982 Owens Sonny | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 345987 Pfeiffer Ryan | 06/15/2018 | 99.99 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346016 bruce roy | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346028 Lagneaux Maurice | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346111 Martindale Kaleb | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346154 Clark Zac | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346164 Vaulx M | 06/15/2018 | 99.99 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346178 Moore Ryan | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346194 Mcclaine McLaine cameron | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346225 Smethurst Matt | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346243 Livingston | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346246 Kinser Sheldon | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346273 Harden Rose | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346278 Mcintire Jerry | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346280 Carter Rhea | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346291 white james | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346294 Kinser Matt | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346296 fields david | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346300 morris jeff | 06/15/2018 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear 346303 blake shane | 06/15/2018 | 100.00 |



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| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|--|--------------|---------------------|
| 327 - Hoosier Workwear Outlet, INC | 10 Hoosier Workwear INV3337 Courter Mike | 06/15/2018 | 100.00 |
| 54207 - Smith's Shoe Center | 10 Smith's Shoe Center 849 | 06/15/2018 | 1,054.99 |
| 54207 - Smith's Shoe Center | 10 Smith's Shoe Center 828 | 06/15/2018 | 1,077.58 |
| Account 52430 - Uniforms and Tools Totals | | 23 | <u>\$4,232.55</u> |
| Account 53130 - Medical | | | |
| 18180 - Richard D Sexton | 10 Sexton Richard CDL physical 2018 | 06/15/2018 | 85.00 |
| 3679 - Tony C Walden | 10 waldon CDL physical 2018 | 06/15/2018 | 85.00 |
| Account 53130 - Medical Totals | | 2 | <u>\$170.00</u> |
| Account 53990 - Other Services and Charges | | | |
| 1847 - Hylant of Indianapolis, LLC | 10-notary bond J. Moore | 06/15/2018 | 50.00 |
| 204 - State Of Indiana | 10-driver license ck subscription | 06/15/2018 | 15.00 |
| Account 53990 - Other Services and Charges Totals | | 2 | <u>\$65.00</u> |
| Program 100000 - Main Totals | | 27 | <u>\$4,467.55</u> |
| Department 10 - Legal Totals | | 27 | <u>\$4,467.55</u> |
| Fund 800 - Risk Management(S0203) Totals | | 27 | <u>\$4,467.55</u> |
| Fund 801 - Health Insurance Trust | | | |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 53990 - Other Services and Charges | | | |
| 18539 - Life Insurance Company Of North America | 12-May2018 LINA \$32,730.73 | 06/15/2018 | 4,127.60 |
| Account 53990 - Other Services and Charges Totals | | 1 | <u>\$4,127.60</u> |
| Account 53990.1201 - Other Services and Charges Health Insurance | | | |
| 3928 - Aim Medical Trust | 12-June 2018 AIM Medical Premiums \$695,249.18 | 06/04/2018 | 695,249.18 |
| 3908 - CIGNA Healthcare | 12-Cigna Dental Claims Funding \$31,676.20 | 06/04/2018 | 31,676.20 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Nyhart ER Cont \$826.56 | 06/04/2018 | 826.56 |
| Account 53990.1201 - Other Services and Charges Health Insurance Totals | | 3 | <u>\$727,751.94</u> |
| Account 53990.1278 - Other Services and Charges Disability LTD | | | |
| 18539 - Life Insurance Company Of North America | 12-May2018 LINA \$32,730.73 | 06/15/2018 | 6,418.45 |
| Account 53990.1278 - Other Services and Charges Disability LTD Totals | | 1 | <u>\$6,418.45</u> |
| Program 120000 - Main Totals | | 5 | <u>\$738,297.99</u> |
| Department 12 - Human Resources Totals | | 5 | <u>\$738,297.99</u> |
| Fund 801 - Health Insurance Trust Totals | | 5 | <u>\$738,297.99</u> |
| Fund 802 - Fleet Maintenance(S9500) | | | |
| Department 17 - Fleet Maintenance | | | |



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|---|--------------------------------|---|--------------------|
| Program 170000 - Main | | | |
| Account 52230 - Garage and Motor Supplies | | | |
| 50605 - Bauer Built, INC | 17-tires | 06/15/2018 | 2,805.00 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires | 06/15/2018 | 601.00 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires | 06/15/2018 | 20.00 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires | 06/15/2018 | 12.50 |
| 786 - Richard's Small Engine, INC | 17-#660 mower tire | 06/15/2018 | 124.99 |
| | | Account 52230 - Garage and Motor Supplies Totals | 5 |
| | | | \$3,563.49 |
| Account 52240 - Fuel and Oil | | | |
| 613 - Hoosier Penn Oil Company, INC | 17-oil and fluids | 06/15/2018 | 2,330.01 |
| 349 - White River Cooperative, INC | 17 - Diesel and Unleaded fuels | 06/15/2018 | 20,491.86 |
| | | Account 52240 - Fuel and Oil Totals | 2 |
| | | | \$22,821.87 |
| Account 52320 - Motor Vehicle Repair | | | |
| 4150 - Alexander's LLC | 17-stock document holder | 06/15/2018 | 79.80 |
| 244 - Bloomington Ford, INC | 17-misc parts | 06/15/2018 | 86.09 |
| 5481 - Bright Equipment, INC (BobCat of Indy) | 17-#705 door and hinges | 06/15/2018 | 408.44 |
| 5481 - Bright Equipment, INC (BobCat of Indy) | 17-#705 hyd cap and clip | 06/15/2018 | 26.53 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 544.74 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 65.60 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 41.82 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 341.65 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 178.74 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 18.25 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 15.40 |
| 4335 - Circle Distributing, INC | 17-misc parts | 06/15/2018 | 82.81 |
| 594 - Curry Auto Center, INC | 17-parts return | 06/15/2018 | (572.09) |
| 594 - Curry Auto Center, INC | 17-misc parts | 06/15/2018 | 908.30 |
| 594 - Curry Auto Center, INC | 17-misc parts | 06/15/2018 | 134.32 |
| 594 - Curry Auto Center, INC | 17-misc parts | 06/15/2018 | 212.13 |
| 455 - Industrial Service & Supply, INC | 17-misc parts | 06/15/2018 | 91.72 |
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries | 06/15/2018 | 178.00 |
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries | 06/15/2018 | 91.51 |



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|---|--|--------------|-------------------|
| 796 - Interstate Battery System of Bloomington, INC | 17-batteries | 06/15/2018 | 10.00 |
| 4439 - JX Enterprises, INC | 17-#954 air compressor and gaskets | 06/15/2018 | 937.51 |
| 4439 - JX Enterprises, INC | 17-#442 ALTERNATOR | 06/15/2018 | 315.99 |
| 4439 - JX Enterprises, INC | 17-#431 power steering reservoir | 06/15/2018 | 156.99 |
| 4439 - JX Enterprises, INC | 17-credit on invoice/overpayment | 06/15/2018 | (2,500.78) |
| 4439 - JX Enterprises, INC | 17-parts return | 06/15/2018 | (43.50) |
| 4439 - JX Enterprises, INC | 17-#956 slack adjusters | 06/15/2018 | 390.24 |
| 4439 - JX Enterprises, INC | 17-#431 a/c receiver, valves and lines | 06/15/2018 | 444.96 |
| 4439 - JX Enterprises, INC | 17-#431 a/c receiver, valves and lines | 06/15/2018 | 290.98 |
| 394 - Kleindorfer Hardware & Variety | 17-misc parts | 06/15/2018 | 93.80 |
| 2974 - MacAllister Machinery Co, INC | 17-#484 repair kit | 06/15/2018 | 68.56 |
| 2974 - MacAllister Machinery Co, INC | 17-#484 timer | 06/15/2018 | 117.54 |
| 2974 - MacAllister Machinery Co, INC | 17-#449 cutting edge | 06/15/2018 | 308.84 |
| 2974 - MacAllister Machinery Co, INC | 17-#449 nuts, bolts and washers | 06/15/2018 | 37.28 |
| 16069 - Palmer Trucks, INC | 17-#948 pressure switch | 06/15/2018 | 59.60 |
| 786 - Richard's Small Engine, INC | 17 - #609 Tire assy | 06/15/2018 | 124.99 |
| 786 - Richard's Small Engine, INC | 17-#739 hose assy | 06/15/2018 | 174.34 |
| 786 - Richard's Small Engine, INC | 17-#739 disk chute w/tag | 06/15/2018 | 52.53 |
| 786 - Richard's Small Engine, INC | 17-#711 hyd belts | 06/15/2018 | 23.00 |
| 54351 - Sternberg, INC | 17-misc parts | 06/15/2018 | 451.58 |
| 54351 - Sternberg, INC | 17-misc parts | 06/15/2018 | 238.02 |
| 54351 - Sternberg, INC | 17-misc parts | 06/15/2018 | 411.00 |
| 54351 - Sternberg, INC | 17-misc parts | 06/15/2018 | 51.73 |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17-parts return | 06/15/2018 | (284.54) |
| 582 - Town & Country Chrysler Dodge Jeep, INC | 17-#815 door latch | 06/15/2018 | 287.20 |
| 622 - Truck Country of Indiana, INC (Stoops Freightliner | 17-#427 muffler, hose and mounting arm | 06/15/2018 | 590.54 |
| 4398 - TruckPro Holding Corporation | 17-#338 brake seal, rotors and shoes | 06/15/2018 | 1,911.90 |
| 54917 - Vans Carburetor & Electric, INC (Vans Electrical) | 17-stock alternator | 06/15/2018 | 176.54 |
| 54917 - Vans Carburetor & Electric, INC (Vans Electrical) | 17-core return credit | 06/15/2018 | (10.00) |
| 2096 - West Side Tractor Sales Co. | 17-#dillman pm filters | 06/15/2018 | 236.69 |
| Account 52320 - Motor Vehicle Repair Totals | | 49 | \$8,057.29 |



Board of Public Works Claim Register

Invoice Date Range 06/04/18 - 06/15/18

| Vendor | Invoice Description | Payment Date | Invoice Amount |
|--|--------------------------------|--------------|----------------|
| Account 52420 - Other Supplies | | | |
| 4767 - Johnny Eugene Brown (Snap on Tools) | 17 - couplers for ac machine | 06/15/2018 | 135.00 |
| Account 52420 - Other Supplies Totals | | | 1 |
| | | | \$135.00 |
| Account 53620 - Motor Repairs | | | |
| 4439 - JX Enterprises, INC | 17-#443 pto resealing | 06/15/2018 | 997.92 |
| 4474 - Ken's Westside Service & Towing, LLC | 17-towing | 06/15/2018 | 500.00 |
| Account 53620 - Motor Repairs Totals | | | 2 |
| | | | \$1,497.92 |
| Account 53920 - Laundry and Other Sanitation Services | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - Uniforms, mats and towels | 06/15/2018 | 16.70 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - Uniforms, mats and towels | 06/15/2018 | 65.31 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - Uniforms, mats and towels | 06/15/2018 | 19.12 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17 - Uniforms, mats and towels | 06/15/2018 | 65.31 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | 4 |
| | | | \$166.44 |
| Account 53990 - Other Services and Charges | | | |
| 3560 - First Financial Bank / Credit Cards | 17-BMV-title fees | 06/15/2018 | 60.00 |
| Account 53990 - Other Services and Charges Totals | | | 1 |
| | | | \$60.00 |
| Program 170000 - Main Totals | | | 64 |
| | | | \$36,302.01 |
| Department 17 - Fleet Maintenance Totals | | | 64 |
| | | | \$36,302.01 |
| Fund 802 - Fleet Maintenance(\$9500) Totals | | | 64 |
| | | | \$36,302.01 |
| Fund 804 - Insurance Voluntary Trust | | | |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM 2018 | 06/04/2018 | 376.10 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 06/04/2018 | 179.21 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM 2018 | 06/05/2018 | 20.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 06/06/2018 | 70.00 |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | | | 4 |
| | | | \$645.31 |
| Account 53990.1273 - Other Services and Charges Term Life | | | |
| 18539 - Life Insurance Company Of North America | 12-May2018 LINA \$32,730.73 | 06/15/2018 | 13,932.16 |
| Account 53990.1273 - Other Services and Charges Term Life Totals | | | 1 |
| | | | \$13,932.16 |
| Account 53990.1277 - Other Services and Charges Disability STD | | | |
| 18539 - Life Insurance Company Of North America | 12-May2018 LINA \$32,730.73 | 06/15/2018 | 8,252.52 |
| Account 53990.1277 - Other Services and Charges Disability STD Totals | | | 1 |
| | | | \$8,252.52 |



Board of Public Works Claim Register

Invoice Date Range 06/04/18 - 06/15/18

| Vendor | Invoice Description | | Payment Date | Invoice Amount |
|---|--|------------|--------------|------------------------------|
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util | | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 06/04/2018 | 42.33 |
| 17785 - The Howard E. Nyhart Company, INC | 12-Util URM 2018 | | 06/05/2018 | 38.41 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | | 2 | <u>\$80.74</u> |
| Program 120000 - Main Totals | | | 8 | <u>\$22,910.73</u> |
| Department 12 - Human Resources Totals | | | 8 | <u>\$22,910.73</u> |
| Fund 804 - Insurance Voluntary Trust Totals | | | 8 | <u>\$22,910.73</u> |
| | | | | |
| Fund 978 - City 2016 GO Bond Proceeds | | | | |
| Department 06 - Controller's Office | | | | |
| Program 06016D - 2016 D Multi Use Paths | | | | |
| Account 54310 - Improvements Other Than Building | | | | |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Rogers Road Sidepath-Inv. date 5/18/18 | BC 2017-28 | 06/15/2018 | 15,488.00 |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Winslow Avenue Sidepath-Inv. date 5/18/18 | BC 2017-27 | 06/15/2018 | 5,978.25 |
| 7059 - Eagle Ridge Civil Engineering Services, LLC | 13-Henderson Street Sidepath-Inv. date 5/18/18 | BC 2017-26 | 06/15/2018 | 1,720.75 |
| Account 54310 - Improvements Other Than Building Totals | | | 3 | <u>\$23,187.00</u> |
| Program 06016D - 2016 D Multi Use Paths Totals | | | 3 | <u>\$23,187.00</u> |
| Department 06 - Controller's Office Totals | | | 3 | <u>\$23,187.00</u> |
| Fund 978 - City 2016 GO Bond Proceeds Totals | | | 3 | <u>\$23,187.00</u> |
| | | | 270 | <u><u>\$2,115,699.87</u></u> |



Board of Public Works Claim Register

Invoice Date Range 05/29/18 - 05/29/18

Bank Fees April 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 | | | | | | | | | | |
| Program 010000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | DeptCC 04-2018 | 06-Bank Fees for April 2018 | Paid by EFT # 23304 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 5.00 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Program 010000 - Main Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Department 01 - Animal Shelter Totals | | | Invoice Transactions 1 | | \$5.00 |
| Department 02 - Public Works | | | | | | | | | | |
| Program 020000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | DeptCC 04-2018 | 06-Bank Fees for April 2018 | Paid by EFT # 23304 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 16.64 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 1 | | \$16.64 |
| | | | | | Program 020000 - Main Totals | | | Invoice Transactions 1 | | \$16.64 |
| | | | | | Department 02 - Public Works Totals | | | Invoice Transactions 1 | | \$16.64 |
| Department 06 - Controller's Office | | | | | | | | | | |
| Program 060000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | DeptCC 04-2018 | 06-Bank Fees for April 2018 | Paid by EFT # 23304 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 5.00 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Program 060000 - Main Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Department 06 - Controller's Office Totals | | | Invoice Transactions 1 | | \$5.00 |
| Department 13 - Planning | | | | | | | | | | |
| Program 130000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | DeptCC 04-2018 | 06-Bank Fees for April 2018 | Paid by EFT # 23304 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 5.00 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Program 130000 - Main Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Department 13 - Planning Totals | | | Invoice Transactions 1 | | \$5.00 |
| | | | | | Fund 101 - General Fund (S0101) Totals | | | Invoice Transactions 4 | | \$31.64 |
| Fund 452 - Parking Facilities(S9502) | | | | | | | | | | |
| Department 26 - Parking | | | | | | | | | | |
| Program 260000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | GargFees 04-2018 | 26-Bank Fees for April 2018 | Paid by EFT # 23305 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 1,734.96 |
| | 18844 - First Financial Bank, N.A. | 26-GargFee Verif 2018 | Paid by EFT # 23306 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 99.99 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 2 | | \$1,834.95 |
| | | | | | Program 260000 - Main Totals | | | Invoice Transactions 2 | | \$1,834.95 |
| | | | | | Department 26 - Parking Totals | | | Invoice Transactions 2 | | \$1,834.95 |
| | | | | | Fund 452 - Parking Facilities(S9502) Totals | | | Invoice Transactions 2 | | \$1,834.95 |
| Fund 454 - Alternative Transport(S6301) | | | | | | | | | | |
| Department 02 - Public Works | | | | | | | | | | |
| Program 020000 - Main | | | | | | | | | | |
| Account 53830 - Bank Charges | | | | | | | | | | |
| 18844 - First Financial Bank, N.A. | | | | | | | | | | |
| | DeptCC 04-2018 | 06-Bank Fees for April 2018 | Paid by EFT # 23304 | | 05/29/2018 | 05/29/2018 | 05/29/2018 | | 05/29/2018 | 8.31 |
| | | | | | Account 53830 - Bank Charges Totals | | | Invoice Transactions 1 | | \$8.31 |
| | | | | | Program 020000 - Main Totals | | | Invoice Transactions 1 | | \$8.31 |
| | | | | | Department 02 - Public Works Totals | | | Invoice Transactions 1 | | \$8.31 |
| | | | | | Fund 454 - Alternative Transport(S6301) Totals | | | Invoice Transactions 1 | | \$8.31 |
| | | | | | Grand Totals | | | Invoice Transactions 14 | | \$1,874.90 |



Board of Public Works Claim Register

Invoice Date Range 05/30/18 - 05/31/18

Special Utility

| Vendor | Invoice No. | Invoice Description | Status | Held Reason | Invoice Date | Due Date | G/L Date | Received Date | Payment Date | Invoice Amount |
|--|------------------|--|--------------------------|--|--------------|------------|------------|------------------------|--------------|----------------|
| Fund 101 - General Fund (S0101) | | | | | | | | | | |
| Department 01 - Animal Shelter | | | | | | | | | | |
| Program 010000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 1,199.71 |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | \$1,199.71 |
| | | | | Program 010000 - Main Totals | | | | Invoice Transactions 1 | | \$1,199.71 |
| | | | | Department 01 - Animal Shelter Totals | | | | Invoice Transactions 1 | | \$1,199.71 |
| Department 19 - Facilities Maintenance | | | | | | | | | | |
| Program 190000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 5,948.03 |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | \$5,948.03 |
| | | | | Program 190000 - Main Totals | | | | Invoice Transactions 1 | | \$5,948.03 |
| | | | | Department 19 - Facilities Maintenance Totals | | | | Invoice Transactions 1 | | \$5,948.03 |
| Department 28 - ITS | | | | | | | | | | |
| Program 280000 - Main | | | | | | | | | | |
| Account 53210 - Telephone | | | | | | | | | | |
| 1079 - AT&T | | | | | | | | | | |
| | 8123339226105-18 | 28-phone charges 4/20- 5/19/18-#812 339-2261 | Paid by Check # 67842 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 5,543.61 |
| | | | | Account 53210 - Telephone Totals | | | | Invoice Transactions 1 | | \$5,543.61 |
| | | | | Program 280000 - Main Totals | | | | Invoice Transactions 1 | | \$5,543.61 |
| | | | | Department 28 - ITS Totals | | | | Invoice Transactions 1 | | \$5,543.61 |
| | | | | Fund 101 - General Fund (S0101) Totals | | | | Invoice Transactions 3 | | \$12,691.35 |
| Fund 451 - Motor Vehicle Highway(S0708) | | | | | | | | | | |
| Department 20 - Street | | | | | | | | | | |
| Program 200000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 155.22 |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | \$155.22 |
| | | | | Program 200000 - Main Totals | | | | Invoice Transactions 1 | | \$155.22 |
| | | | | Department 20 - Street Totals | | | | Invoice Transactions 1 | | \$155.22 |
| | | | | Fund 451 - Motor Vehicle Highway(S0708) Totals | | | | Invoice Transactions 1 | | \$155.22 |
| Fund 452 - Parking Facilities(S9502) | | | | | | | | | | |
| Department 26 - Parking | | | | | | | | | | |
| Program 260000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 5,130.16 |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | \$5,130.16 |
| | | | | Program 260000 - Main Totals | | | | Invoice Transactions 1 | | \$5,130.16 |
| | | | | Department 26 - Parking Totals | | | | Invoice Transactions 1 | | \$5,130.16 |
| | | | | Fund 452 - Parking Facilities(S9502) Totals | | | | Invoice Transactions 1 | | \$5,130.16 |
| Fund 730 - Solid Waste (S6401) | | | | | | | | | | |
| Department 16 - Sanitation | | | | | | | | | | |
| Program 160000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | (27.30) |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | (\$27.30) |
| | | | | Program 160000 - Main Totals | | | | Invoice Transactions 1 | | (\$27.30) |
| | | | | Department 16 - Sanitation Totals | | | | Invoice Transactions 1 | | (\$27.30) |
| | | | | Fund 730 - Solid Waste (S6401) Totals | | | | Invoice Transactions 1 | | (\$27.30) |
| Fund 802 - Fleet Maintenance(S9500) | | | | | | | | | | |
| Department 17 - Fleet Maintenance | | | | | | | | | | |
| Program 170000 - Main | | | | | | | | | | |
| Account 53510 - Electrical Services | | | | | | | | | | |
| 223 - Duke Energy | | | | | | | | | | |
| | FACSUM-051518 | 19-CH/off site facilities- elect summary billing-bill | Paid by Check # 67844 | | 05/30/2018 | 05/30/2018 | 05/30/2018 | | 05/31/2018 | 616.73 |
| | | | | Account 53510 - Electrical Services Totals | | | | Invoice Transactions 1 | | \$616.73 |
| | | | | Program 170000 - Main Totals | | | | Invoice Transactions 1 | | \$616.73 |
| | | | | Department 17 - Fleet Maintenance Totals | | | | Invoice Transactions 1 | | \$616.73 |
| | | | | Fund 802 - Fleet Maintenance(S9500) Totals | | | | Invoice Transactions 1 | | \$616.73 |
| | | | | Grand Totals | | | | Invoice Transactions 9 | | \$18,566.16 |

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

| | Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|----|-----------|---------------|------|--------------|---------------|-----------|
| 1 | 4/30/2018 | EFT | 804 | FLEX | 5/1/2018 | 90.51 |
| 2 | 5/1/2018 | EFT | 804 | DepCareFSA | 5/1/2018 | 810.00 |
| 3 | 5/1/2018 | EFT | 804 | FLEX | 5/2/2018 | 803.10 |
| 4 | 5/2/2018 | EFT | 804 | FLEX | 5/3/2018 | 520.37 |
| 5 | 5/3/2018 | EFT | 804 | FLEX | 5/7/2018 | 327.43 |
| 6 | 5/4/2018 | EFT | 804 | FLEX | 5/7/2018 | 528.22 |
| 7 | 5/5/2018 | EFT | 804 | FLEX | 5/7/2018 | 456.27 |
| 8 | 5/6/2018 | EFT | 804 | FLEX | 5/7/2018 | 331.88 |
| 9 | 5/7/2018 | EFT | 804 | FLEX | 5/9/2018 | 647.54 |
| 10 | 5/8/2018 | EFT | 804 | FLEX | 5/9/2018 | 242.77 |
| 11 | 5/8/2018 | EFT | 804 | FLEX-DDC | 5/9/2018 | 669.28 |
| 12 | 5/9/2018 | EFT | 804 | FLEX | 5/10/2018 | 797.61 |
| 13 | 5/11/2018 | EFT | 801 | H.S.A. EE | 5/10/2018 | 16,074.19 |
| 14 | 5/11/2018 | EFT | 804 | FLEX | 5/11/2018 | 1,596.44 |
| 15 | 5/11/2018 | EFT | 804 | H.S.A. ER | 5/11/2018 | 719.39 |
| 18 | 5/11/2018 | EFT | 804 | FLEX | 5/14/2018 | 790.00 |
| 17 | 5/12/2018 | EFT | 804 | FLEX | 5/14/2018 | 87.03 |
| 18 | 5/11/2018 | EFT | 804 | FLEX | 5/14/2018 | 495.43 |
| 19 | 5/13/2018 | EFT | 804 | FLEX | 5/14/2018 | 144.14 |
| 20 | 5/14/2018 | EFT | 804 | FLEX | 5/15/2018 | 206.00 |
| 21 | 5/15/2018 | EFT | 804 | FLEX-DDC | 5/15/2018 | 230.00 |
| 22 | 5/15/2018 | EFT | 804 | FLEX | 5/16/2018 | 560.00 |
| 27 | 5/18/2018 | EFT | 804 | FLEX | 5/17/2018 | 164.58 |
| 28 | 5/17/2018 | EFT | 804 | FLEX | 5/18/2018 | 304.51 |
| 29 | 5/18/2018 | EFT | 804 | FLEX | 5/21/2018 | 652.19 |
| 26 | 5/19/2018 | EFT | 804 | FLEX | 5/21/2018 | 719.39 |
| 30 | 5/19/2018 | EFT | 804 | FLEX | 5/21/2018 | 404.98 |
| 25 | 5/20/2018 | EFT | 804 | FLEX | 5/21/2018 | 155.18 |
| 24 | 5/21/2018 | EFT | 804 | FLEX | 5/22/2018 | 125.00 |
| 23 | 5/22/2018 | EFT | 804 | FLEX-DDC | 5/22/2018 | 740.00 |
| 31 | 5/22/2018 | EFT | 804 | FLEX | 5/23/2018 | 705.20 |
| 32 | 5/22/2018 | EFT | 800 | Workers Comp | 5/23/2018 | 438.63 |
| 33 | 5/23/2018 | EFT | 804 | FLEX | 5/24/2018 | 675.84 |
| 34 | 5/23/2018 | EFT | 800 | Workers Comp | 5/24/2018 | 16,372.50 |
| 35 | 5/23/2018 | EFT | 800 | Workers Comp | 5/24/2018 | 5,719.39 |
| 36 | 5/24/2018 | EFT | 804 | FLEX | 5/25/2018 | 200.00 |
| 37 | 5/25/2018 | EFT | 804 | H.S.A. EE | 5/25/2018 | 16,209.19 |
| 38 | 5/30/2018 | EFT | 804 | FLEX | 5/31/2018 | 158.53 |
| 39 | 5/25/2018 | EFT | 804 | FLEX | 5/29/2018 | 399.97 |
| 40 | 5/26/2018 | EFT | 804 | FLEX | 5/29/2018 | 234.21 |
| 41 | 5/27/2018 | EFT | 804 | FLEX | 5/29/2018 | 98.55 |
| 42 | 5/29/2018 | EFT | 804 | FLEX-DDC | 5/29/2018 | 1,317.00 |
| 43 | 5/29/2018 | EFT | 804 | FLEX | 5/30/2018 | 108.36 |
| 44 | | EFT | 801 | FLEX | | |
| 45 | | EFT | 801 | Dental | | |
| 46 | | EFT | 804 | FLEX | | |
| 47 | | EFT | 804 | FLEX | | |
| 48 | | EFT | 804 | FLEX | | |
| 49 | | EFT | 801 | CIGNA | | |
| 50 | | EFT | 804 | FLEX | | |
| 51 | | EFT | 804 | FLEX | | |
| 52 | | EFT | 804 | FLEX | | |

72,830.76

ALLOWANCE OF CLAIMS

\$ 72,830.76

Dated this _____ day of _____ year of 20_____.

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.8.

Fiscal Office _____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|--------------|--|-------------|--------------------|----------------------|---------------------|
| 5/29/2018 | Bank Fees | | | | 1,874.90 |
| 6/15/2018 | Claims | | | | 2,115,699.87 |
| 5/31/2018 | Sp Utility Cks | | | | 18,566.16 |
| 6/15/2018 | Month Of May HSA/WorkComp/MT & Gym/CIGNA | | | | 72,830.76 |
| | | | | | <u>2,208,971.69</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,208,971.69

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____