# **Board of Public Works Meeting**

# July 10, 2018



#### AGENDA BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, July 10, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

#### I. MESSAGES FROM BOARD MEMBERS

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

#### III. <u>TITLE 6 VIOLATIONS</u>

- 1. Permission to Abate 408 E. 6<sup>th</sup> St.
- 2. Permission to Abate 2520 W. 3<sup>rd</sup> St.

#### IV. CONSENT AGENDA

- 1. Approval of Minutes June 26, 2018
- 2. Request from IU for Temporary Sidewalk Closure at 717 E. 8<sup>th</sup> St.
- 3. Resolution 2018-66: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Kona Ice #1)
- 4. Resolution 2018-67: Allow Mobile Vendor License to Operate in the Public Right-of-Way (Wever's Smoke Eaters)
- 5. Resolution 2018-68: Allow Pushcart Vendor License to Operate in the Public Right-of-Way (Datz Cajun & Creole)
- 6. Resolution 2018-69: Use of City Streets for Prospect Hill Neighborhood Association Street Painting Party (Saturday, 8/4)
- 7. Resolution 2018-70: Use of City Streets for Tamarron Homeowners Association Block Party (Saturday, 9/29)
- 8. Resolution 2018-71: Use of City Streets for Winslow Farm Community Association Block Party (Saturday, 8/4)
- 9. Resolution 2018-72: Use of Downtown Public Trees for the Wrapped in Love Event (October March)

10. Approve Asset Management Web Interface Software Upgrade Contract Addendum #1

**11. Approval of Payroll** 

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

- 1. Resolution 2018-73: Uphold Order to Seal Structure at 1426 W. 15<sup>th</sup> St.
- 2. Resolution 2018-74: Use of Metered Parking for WCLS Music Festival (Saturday, 9/22)
- 3. Approve Amended Resolution 2018-41: Use of City Streets for Bloomington PRIDE (8/24-8/26)
- 4. Request from Gilliatte for Temporary Lane Restrictions on E. 3rd St.
- 5. Approve Amendment #1 to Phase 1 of Memorandum of Understanding with Weddle Brothers for Graduate Hotel
- 6. Resolution 2018-75: Permission to Encroach into the Public Right-of-Way with Awning at 105 S. Rogers St.
- 7. Request from All Phase Remodeling & Restoration, Inc. for Temporary Use of Public Right-of-Way at W. 7<sup>th</sup> St & N. College Ave.
- 8. Approve Contract with Danco Roofing for Walnut Street Garage Stairwell Roof Repair Project

#### VI. STAFF REPORTS & OTHER BUSINESS

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

#### VIII. ADJOURNMENT

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



### Board of Public Works Staff Report

408 E 6<sup>th</sup> St

Project/Event:		Permission to Abate Title 6 – Trash		
Petitioner/Representative:		HAND		
Staff Representative:		Michael Arnold		
Date:		10 July 2018		
Report:	11 May 2018	Citation 40043	\$50	

Report:	11 May 2018	Citation 40043	\$50	
	23 May 2018	Citation 40247	\$100	
	31 May 2018	Citation 40370	\$150	
	07 June 2018	Citation 40541	\$150	
	14 June 2018	Citation 40610	\$150	

On 11 May 2018 it was noted that there was trash and debris at this location. HAND is requesting to abate the violations at this location. BPW notice and the citations have been sent to multiple addresses listed for owner and representatives of the LLC that is listed as the owner. BPW notice has also been posted on the front door of the property. HAND is requesting permission to abate the scattered litter, trash and debris on the property.

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

Board of Public Works Staff Report



408 E 6<sup>th</sup> St – 11 May 2018

408 E 6th St - 23 May 2018



Confidential

408 E 6<sup>th</sup> St – 31 May 2018



 $408 \to 6^{th} St - 07 June 2018$ 





408 E 6<sup>th</sup> St - 02 July 2018



408 E 6<sup>th</sup> St - 14 June 2018

## CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

### (Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 408 E. 6<sup>th</sup> Street, Bloomington, IN, with a legal description of 013-47700-00 Orig Plat Pt Lot 179 (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 remove any and all garbage, recyclable materials, or yard waste located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property 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 10<sup>th</sup> Day July, 2018.

Kyla Cox Deckard, President Bloomington Board of Public Works



### Board of Public Works Staff Report

Project/Event: Petitioner/Representative: Staff Representative: Date: 2520 W. 3<sup>rd</sup> Street Housing & Neighborhood Development Jo Stong July 10, 2018

**Report:** On May 22, June 20, and June 27 2018 this property was issued notices of violation for overgrowth of weeds, grass and noxious plants. The HAND department is requesting permission for a continuous order of abatement through the remainder of the mowing season to abate the property whenever necessary to bring it into compliance.

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

Jo Stong

Board of Public Works Staff Report

## CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

### (Overgrowth of weeds, grass and noxious plants)

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: 2520 W. 3<sup>rd</sup> Street, Bloomington, IN, with a legal description of 013-53120-00 Maple Grove Baby Farms; Pt Lot 9; .322 A; (9E), (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 cut the overgrowth of grass, weeds and noxious plants to a height below 8 inches, and to continue to do so whenever necessary to bring it into compliance through the end of the mowing season (December 31, 2018).

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 10<sup>th</sup> Day July, 2018.

Kyla Cox Deckard, President Bloomington Board of Public Works











6.27.18 55



6.20.18 55

The Board of Public Works meeting was held on Tuesday, June 26, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

Present:	Kyla Cox Deckard	
	Beth Hollingsworth	

City Staff: Mike Arnold – Housing & Neighborhood Development Sean Starowitz – Economic & Sustainable Development Pat Martin – Planning & Transportation Sara Gomez – Planning & Transportation Christina Smith – Public Works Andrew Cibor – Planning & Transportation Chris Wheeler – City Legal Brad Schroeder – City Legal Brad Schroeder – City Legal Valerie Hosea – Public Works REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

#### ROLL CALL

None

None

Cox Deckard opened the sealed bids for Enhanced Road Salt. Bids were received from the following companies:

- Morton Salt: No Bid
- Compass Minerals America Inc:
  - Sodium chloride with liquid magnesium = No bid
  - Granular sodium chloride (untreated) = 43,750 for 500 tons
- Cargill, Inc:
  - $\circ$  Sodium chloride with liquid magnesium = \$755,280
  - Granular sodium chloride (untreated) = 47,205

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

- 1. Approval of Minutes May 29, 2018 & June 12, 2018
- Resolution 2018-61: Permission to Operate in the Public Right of Way with Mobile Vendor (Smooth Moves) BPW 6-26-18

#### <u>MESSAGES FROM</u> BOARD MEMBERS

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

#### **OPEN SEALED BIDS**

**Open Sealed Bids for Enhanced Road Salt** 

#### CONSENT AGENDA

- 3. Resolution 2018-62: Use of Public Streets for the Maple Heights Block Party (Tuesday, 7/3)
- 4. Resolution 2018-63: Use of Public Streets for the Bryan Park Block Party (Friday, 8/24)
- 5. Resolution 2018-64: Declare Personal Property Owned by the City of Bloomington as Surplus and Authorize Items to be Sold at Auction
- 6. Approve Neighborhood Sign Agreement with Matlock Heights Neighborhood Association
- 7. Approve Noise Permit Request for The Show Must Go ON (Saturday, 6/30)
- Approval of Payroll for 6/22/18 in the amount of \$391,221.50

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

Sean Starowitz, with Economic & Sustainable Development, presented Resolution 2018-65: Use of Public Streets for the B-Town Boom Firework Festivities (Tuesday, 7/3). See meeting packet for further details.

Hollingsworth asked when the street will be closed.

Starowitz said it will be closed from 12 am until 1pm.

Cox Deckard asked if the road may possibly remain closed overnight for the 4<sup>th</sup> of July Parade preparation.

Christina Smith, with Public Works, explained this has not been confirmed yet.

Marsha Lovejoy, with CFC Properties, explained the event is open to the public. There will be several family friendly activities, live music and a DJ.

Hollingsworth made a motion to approve Resolution 2018-65: Use of Public Streets for the B-Town Boom Firework Festivities (Tuesday, 7/3). Cox Deckard seconded. The motion passed. Resolution 2018-65 approved.

Pat Martin, with Planning & Transportation, presented the 2019-2020 Unified Planning Work Program Contract Service Agreement. See meeting packet for further details.

Hollingsworth made a motion to approve the 2019-2020 Unified BPW 6-26-18 Approve 2019-2020 Unified Planning Work Program Contract Service Agreement

**NEW BUSINESS** 

Resolution 2018-65: Use of Public Streets for the B-Town Boom Firework Festivities (Tuesday, 7/3) Planning Work Program Contract Service Agreement. Cox Deckard seconded. The motion passed. Contract approved.

Sara Gomez, with Planning & Transportation, presented the Request from Gilliatte for Temporary Lane Restrictions on W. 3rd St. See meeting packet for further details.

Cox Deckard noted that this will be an overnight lane restriction. She asked the petitioner about the work planned.

Dave Alexander, with Gilliatte, explained there will be noise from cutting the asphalt during the earlier hours of the shift. This would take less than two hours and the project should be complete within 3 days.

Hollingsworth made a motion to approve the Request from Gilliatte for Temporary Lane Restrictions on W. 3rd St. Cox Deckard seconded. The motion passed. Closure approved.

Gomez presented the Request from IU for Temporary Sidewalk Closure in 400 Block of N. Park Ave. See meeting packet for further details.

Cox Deckard asked if property owners that are not a part of IU have been notified.

Gomez confirmed.

Hollingsworth noted that IU would be responsible for that notification.

Hollingsworth made a motion to approve the Request from IU for Temporary Sidewalk Closure in 400 Block of N. Park Ave. Cox Deckard seconded. The motion passed. Closure approved.

Gomez presented the Request from IU for Temporary Lane Restrictions and Sidewalk Closure on Atwater Ave. See meeting packet for further details.

Cox Deckard asked if this will be a moving closure beginning by the Henderson garage and moving down.

Gomez explained they will start at Faculty Ln. and move east to Highland Ave.

Mia Williams, with IU, explained she spoke with the construction crew and they're intending to address the critical areas and coordinate the issues with property owners. Request from Gilliatte for Temporary Lane Restrictions on W. 3rd St.

Request from IU for Temporary Sidewalk Closure in 400 Block of N. Park Ave.

Request from IU for Temporary Lane Restrictions and Sidewalk Closure on Atwater Ave. Hollingsworth made a motion to approve the Request from IU for Temporary Lane Restrictions and Sidewalk Closure on Atwater Ave. Cox Deckard seconded. The motion passed. Closure approved.

Smith presented the request to Award the Right-of-Way Fencing Installation Contract to Sunset Hill Fence Company. See meeting packet for further details.

Hollingsworth made a motion to approve the request to Award the Right-of-Way Fencing Installation Contract to Sunset Hill Fence Company. Cox Deckard seconded. The motion passed. Contract approved.

Chris Wheeler, with City Legal, presented the Request for Noise Permit for CBU construction on S. Walnut St. from Monon Dr. to Davis St. See meeting packet for further details.

Hollingsworth asked if the contractor knew that this would be a possibility at the time of approval of the work.

Wheeler explained he does not believe that to be the case.

Brad Schroeder, with City of Bloomington Utilities, explained the contractor had a schedule initially, that allowed for the work to be completed during the days only before school resumed. However, any time buffers were eliminated with the agreement to begin the work after the Winslow bridge work was complete. With the discovery of the additional rock, these hours are the only way to complete the project without impacting school children.

Barry Wallock, a resident adjacent to the project, explained the noise and subsequent vibrations was bearable at first. However, they feel this is unbearable if it continues for weeks. He asked why the contractors did not perform any core drilling at first to see what was underneath.

Brandon Fricky, a resident adjacent to the project, explained he understands the necessity of the project. He said that he can deal with the noise as he works outside of his home. However, his wife works from home and has to deal with the noise for 24 hours.

Cox Deckard asked why the construction was overnight the previous night.

Wheeler explained the contractor believed they had permission to do so.

Cox Deckard asked if the bedrock ramming is planned to occur during set hours.

BPW 6-26-18

Award Right-of-Way Fencing Installation Contract to Sunset Hill Fence Company

Request for Noise Permit for CBU Construction on S. Walnut St. from Monon Dr. to Davis St. Schroeder explained they will try to minimize the noise. However, breaking the rock is not an activity that can be scheduled. He agreed that staff will make every effort to coordinate with the contractor on this effort.

Cox Deckard asked why boring didn't happen.

Schroeder explained that there is one not too far away from the location. However, there was not one on S. Walnut St.

Hollingsworth asked if the back end of the project could be extended and reroute buses.

Schroeder explained staff has worked with bus route coordination and the impacts would be major.

Cox Deckard explained the concern with the bus routes was that a detour of buses would create a 45 minute to a 1 hour delay each way.

Cox Deckard asked about CBU's plan for managing the project if it is not complete by August 8<sup>th</sup>.

Schroeder explained staff would most likely have to terminate the project and reconvene in the summer of next year. However, that would cost millions of dollars as they would have to completely restart the project. Staff would revisit plans and come back to the Board.

Fricky asked about the complications with extending the workday through the end of the project instead of working through the night for up to two weeks.

Schroeder explained there is not a lot of time left to work, as CBU is down to 3-4 weeks to lay the pipe. After that, the road work would need to occur. Merely extending the work day would not allow for any further time buffers. Working through the night would allow for crews to get back on schedule. If crews were to get caught up before the goal, the night shifts would cease.

Wallock asked how far down S. Walnut St. the drilling will migrate. He also asked what happens if more bedrock is uncovered. He asked if there was any core-drilling done in the areas they are about to work in.

Schroeder explained staff expects to move 6 feet a day.

Wallack asked if the permit will go until 8 p.m. or for 24 hours.

Cox Deckard explained the request is for a noise permit for 24 hours a day from June 26<sup>th</sup> until 8 p.m. on July 10<sup>th</sup>, except: Saturdays, Sundays, July 3<sup>rd</sup>, and July 4<sup>th</sup>.

The Board recessed briefly.

Shroeder explained there is no way to split the work. He requested the permit be approved as-is. However, they would stop work at midnight each night this week, and next week they would reassess the need for the night shifts.

Fricky asked about the modified schedule where the reevaluation would take place, and if residents can be notified.

Cox Deckard explained CBU would perform the reassessment.

Wheeler explained that surrounding residents will be notified.

Hollingsworth commented that this project is a critical public health issue because of the overflow when it rains and the raw sewage flowing into the water.

Hollingsworth made a motion to approve the Request for Noise Permit for CBU construction on S. Walnut St. from Monon Dr. to Davis St. from 6/26/18 to 7/10/18. Cox Deckard seconded. The motion passed. Noise permit approved.

Smith provided the following announcements:

• Title 6 Enforcement: She noted that Abatement of 2611 E. Roundhill Ln. has been appealed to the Monroe County Circuit Court by the property owner. She explained the abatement will be put on hold during these proceedings.

Wheeler explained that if the property owner wins the appeal, the City could then appeal.

• Recycling: Staff is continuously monitoring the recycling rates. If there is a need to change the rates, staff will come back to the Board. The chances that the rates will increase are realistic.

Hollingsworth moved to approve the Claims Register for 6/14/18 to 6/29/18 in the amount of \$800,557.44. Cox Deckard seconded. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at BPW 6-26-18

#### STAFF REPORTS & OTHER BUSINESS

#### APPROVAL OF CLAIMS

**ADJOURNMENT** 

6:57 p.m.

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



### Board of Public Works Staff Report

Project/Event:	Request from Indiana University to temporarily close the sidewalk at 717 E 8 <sup>th</sup> St
Staff Representative:	Sara Gomez
Petitioner/Representative:	I.U./ Mia Williams
Date:	July 10 <sup>th</sup> , 2018

**Report:** Indiana University is requesting permission to temporarily close the sidewalk at 717 E 8<sup>th</sup> St so they may install new steps and fix the retaining wall on their property and reconstruct the sidewalk in the right of way adjacent to their property. The sidewalk closures will be along the south side of the property on 8<sup>th</sup> St and the east side of the property along Park Ave. The closure would be in place July 23, 2018, with a proposed completion date of August 31, 2018. The project will require only daily closures of the sidewalk until the sidewalk removal and replacement which will require overnight closure during August 13 through August 28.

Indiana University is the property owner immediately adjacent to the work zone and is aware of the request.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Indiana University for the temporary sidewalk closure on E 8<sup>th</sup> St and N Park Ave.

Recommend  $\square$  Approval  $\square$  Denial by

Sara Gomez

#### **INDIANA UNIVERSITY**

FACILITY OPERATIONS Bloomington

Friday, June 29, 2018 Attention: City of Bloomington Board of Public Works Re: 717 E 8<sup>th</sup> Street Steps, wall, and sidewalk renovation CC: Sara Gomez, Charles Northrop, Mia Williams

All:

Indiana University will be renovating a property at 717 E 8<sup>th</sup> street to improve the compliance, structure and aesthetics of this location. The scope of this work includes removal of old steps, walls, and sidewalk, and replacing them with new and compliant ones. It is our intention to begin this work on July 23, 2018, with a proposed completion date of August 31, 2018. I have attached the building plans for your information and convenience.

It is our intention to use the Manual on Uniform Traffic Control Devices from the Federal Highway Administration as a guide for our traffic control in this 8<sup>th</sup> and Park Street project area. The attached maps will show the three positions of the sidewalk closed signs, along with the three positions of the sidewalk route with re-directing arrows. The second map shows where we will locate Construction Ahead signage.

The scope of the project will require only daily closures of the sidewalk up and to the point of the actual sidewalk removal and replacement. We believe that action will take place between the dates of August 13 through August 28. Please contact me if you have any further questions prior to preparation for the Board of Public Work's approval meeting. Thanks so much,

J Doug Sanders, Facility Operations Coordinator of External Construction



#### 6/29/2018 9:11:05 AM

IUB\_STEPS

		1:1,128	
0	0.01	0.02	0.04 mi
0	0.01	0.03	0.06 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/ Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



7" RISERS, 13" TREADS, 18" LANDING

(2.) NEW REINFORCED CONCRETE LANDING,

OF STEP NOSINGS, +5" TOPCAP, TO MATCH CONDITIONS AT 513 N PARK.

APRON. FINISH GRADE, SEED, AND



KEY PLAN:

MOUNTED IN STEPS, BOTH SIDES. MATCH HANDRAILS AT WELLS HOUSE.

DEMOLISH EXISTING RETAINING WALL LIMESTONE RETAINING WALL TO MATCH WALL AT 513 N PARK AND 505 N

DEMOLISH EXISTING RETAINING WALL. GRADE SURROUNDING SLOPES TO PROVIDE SMOOTH TRANSITION TO

SIDEWALK. RAISE SIDEWALK ELEVATION AS NEEDED TO AVOID DAMAGING

PROJECT TITLE:

**BL000A** 717 E 8TH

NEW STEPS AND RETAINING WALL

SHEET TITLE: SITE PLAN

NEW CONCRETE SLAB

NEW RETAINING/CHEEK WALL

DRAWN:	TBJ
CHECKED BY:	MAR
DATE:	5/21/18
WORK REQ. NO.	
MMS PROJ. NO.	20170964
CAD FILE NAME:	
TRACING INDEX N	10.
CAMPUS:	BL
BLDG. NO.	A000
SHEET:	
-	
OF 2 SHEETS	



### Board of Public Works Staff Report

**Project/Event:** Mobile Vendor in right of way

Petitioner/Representative: Warren Stohler representing Stohler Property Management LLC dba Kona Ice of Bloomington

Staff Representative: Laurel Waters

Meeting Date: July 10, 2018

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

The business will operate from a food truck selling flavored shaved ice.

This application is for one year.

Staff is supportive of the request.

**Recommend Deproval Denial by** Laurel Waters

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-66

#### Mobile Vendor in Public Right of Way Warren Stohler, Stohler Property Management LLC dba Kona Ice of Bloomington Inc.

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, Warren Stohler, owner of Stohler Property Management LLC dba Kona Ice of Bloomington Inc. ("Vendor") intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection and all applicable permits required by the Monroe County Health Department; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on July 11, 2018, and ending on July 10, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

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

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

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

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

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

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

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-66** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

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

Warren Stohler dba Kona Ice of Bloomington Inc.

### **MOBILE VENDOR LICENSE APPLICATION**



**CITY OF BLOOMINGTON** 

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

**1. License Length and Fee Application** Length of License: 6 Months 24 Hours 3 Days 7 Days 30 Days 3 Months 1 Year License Fee: \$25 \$30 \$50 \$75 \$150 \$200 \$350

#### 2. Applicant Information

Name:	WANDEN STOHLER
Title/Position:	OWNER
Date of Birth:	10/02/1953
Address:	4610 HACKER CREEK Rd
City, State, Zip:	MARTINS VILLE, IN, 46151
E-Mail Address:	WSTOHLER @ KONA-ICE, COM
Phone Number:	317-363-7810 Mobile Phone: 765-610-5934

#### 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.				
Name:	\$			
Address:				
City, State, Zip:				
E-Mail Address:				
Phone Number:	Mobile Phone:			

#### 4. Company Information

Name of Employer:					
Address of Employer:					
City, State, Zip:					1
Employment Start Date:			End Date (If k	known):	
Phone Number:				35	
Website / Email:					
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	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
WARREN STOHLER	4610 HARKER CREERRel 46151
WARREN STOHLER DEBBIE STOHLER	n n n n

### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	July 2016
State of incorporation or organization:	/ NDIANA
(If Not Indiana) Date qualified to transact business in state of Indiana:	

Planned hours of operation:	21 Hours	7 days	
Place or places where you will conduct business (If private property, attach written permission from property owner):			
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach		
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗌		Not
(If Yes) Provide details			

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

	8. Yo	u are required to secure, attach, and submit the following:
		A copy of the Indiana registration for the vehicle
	2	Copy of a valid driver's license
		Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
-	-\$	Proof of an independent safety inspection of all vehicles to be used in the business
		Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
	Ø	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
	- 🗆	A copy of the business's registration with the Indiana Secretary of State.
	4	A copy of the Employer ID number
		A signed copy of the Prohibited Location Agreement
	1	A signed copy of the Standards of Conduct Agreement
	V	Fire inspection (if required)
		Picture of truck or trailer
	V	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 Bloor	nington Use Only		
Date Received:	Received By:	Date Approved:	Approved By:

		State Form 48 Approved by Accounts 201	099 (R4/1-17) State Board of G	INDIAN	A CERTIF	ICA	TE OI	= VEHIC	LE					
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TOTAL 330.35

TOTAL 0.00

STOHLER PROPERTY MANAGEMENT LL 4610 HACKER CREEK RD MARTINSVILLE, IN 46151-9433 0

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BATCH# 634775 SEQUENCE# 1085 3/3

### **CITY OF BLOOMINGTON**

### MOBILE VENDOR INSPECTION CHECK SHEET

		filest	ONC	
COMPANY PERFORMING	INSPECTIO	1 <u>700000</u>		 phone #_ <u>8/2-332-2</u> /19
INSPECTOR'S NAME	up pp	<u>jaleison</u>	INSPECTOR'S	PHUNCH DIA COADET (
DATE OF INSPECTION	<u>i]88[</u>	2017		
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BRAKES	<u>~</u>			
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GENERAL CONDITION	-	2014/1 2 		

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

Additional	Comments	by	Inspector:
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Inspector Signature <u>7 Colleg</u>	<u></u>	
Naholonin		
Date:		
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Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3419

ACORD

#### CERTIFICATE OF LIABILITY INSURANCE

ľ	DATE (MM/DD/YYYY)
I	06/27/2018
I.	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
If SUBR	If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER	tincate does not comer rights to a	ine ce	I LIHO		CONTAC		er			
	Centucky Insurance				NAME: PHONE	(859) 58	6-8580	FAX (A/C, No):	(859) 5	86-8616
PO Box 35	·				(A/C, No E-MAIL		nerstoneinsilc.			
I O DOX OU					ADDRES	10, -		DING COVERAGE		NAIC #
Hebron				KY 41048	INSURE	Ohio Coo	urity insurance			24082
INSURED					INSURE					
INCOMED	Stohler Property Management LL	.c			INSURE					
	4610 Hacker Creek Rd				INSURE					
					INSURE			·····		
	Martinsville			IN 46151	INSURE					
COVERA		TIFICA		NUMBER: 2018-2019	Intoorte			REVISION NUMBER:		
THIS IS 1	TO CERTIEY THAT THE POLICIES OF I	NSURA	NCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUF	ED NAMED A	BOVE FOR THE POLICY PERIC	D	
	ED. NOTWITHSTANDING ANY REQUI CATE MAY BE ISSUED OR MAY PERTA NONS AND CONDITIONS OF SUCH POL	REMEN	IT. TE E INS	RM OR CONDITION OF ANY	CONTRA E POLICI	ACT OR OTHER	DOCUMENT V DHEREIN IS SI	VITH RESPECT TO WHICH TH	IS	
	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
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								PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$ 25,0	00
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	ANYAUTO								\$	
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	e holder is listed as an additional insure						,			
Certificate			nege	and to the operations of the t		iourou.				
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CERTIFI	CATE HOLDER				CAN	CELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 401 North Morton St									
					AUTHO	RIZED REPRESE				
	Bloomington			IN 47404				Relloble		

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

#### DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812,349,3418 f. 812.349.3520

### RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

- 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.

WARAGE WARREN STOLLER Name, Printed

Waren Stohler Signature

6/4/2018

Date Release Signed


APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 04/27/2016 08:45 AM ~

Formed pursuant to the provisions of the Indiana Business Flexibility Act

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BUSINESS ID	201604271138684
BUSINESS TYPE	Domestic Limited Liability Company
BUSINESS NAME	Stohler Property Management, LLC
PRINCIPAL OFFICE ADDRESS	4610 Hacker Cresk Rd. , Martinsville, IN, 46151, USA
· · · · · ·	
	UNITED STATES CORPORATION AGENTS, INC.
NAME	4010 W 86TH STREET, STE D, INDIANAPOLIS, IN, 46268 - , USA
ADDRESS	4010 W 801H SIKEBI, 315 D, MOMENI, 020, 4, 1200 , 10
PERIOD OF DURATION	Perpetual
EFFECTIVE DATE	04/27/2016
TITLE	Member
	Warren Edward Stohler

TITLE	Member		
NAME	Warren Edward Stohler 4610 Haoker Creek Rd., Martinsville, IN, 46151, USA		
ADDRESS			
TITLE	Member		
NAME	Deborah Jo Stohler		
ADDRESS	4610 Hacker Crock Rd., Martinsville, IN, 46151, USA		

THE LLC WILL BE MANAGED BY MANAGER(S) No

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APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 04/27/2016 08:45 AM

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALITES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY April 27, 2016

SIGNATURE

Warren Edward Stohler

Member

....

TITLE

£.,

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Business ID : 201604271138684 . Filing No. : 5295757

### **REGISTERED RETAIL MERCHANT CERTIFICATE**

Indiana Department of Revenue Government Center North Indianapolis, Indiana 46204 (317) 233-4015

KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE, IN 46151-9433

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

# TID: 0158439155

LOC: 001

\*\*\*COPY\*\*\*

FID: 81-2690958/0

### ISSUED: 12/01/2016 EXPIRES: 12/31/2018

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

**CONTROL NUMBER** 

1600137668488

### 

KONA ICE OF BLOOMINGTON INCORPORATED 4610 HACKER CREEK RD MARTINSVILLE, IN 46151-9433

COMMISSIONER

### MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 12/01/2016. Therefore, your first tax return & payment is due 01/30/2017.

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 4292BFF3-A9BC-0102-E053-0A131840FFDD.

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

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

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

Bloomington, Indiana 47402

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

f. 812.349.3520

# **Prohibited Location Agreement**

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

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

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

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

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

Vendor:	
Name: WARREN STOHLER	
Signature: Waren Stihle	
Date: 6/6/2018	

# John Hamilton Mayor CITY OF BLOOMINGTON

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

401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

f. 812.349.3520

# **Standard of Conduct Agreement**

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

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

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

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

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

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

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

#### Vendor:

Name:	WARREN STOHLER	
Signature:	Warren Stehler	
Date: <u>4</u>	14/2018	

# City of Bloomington Fire Department

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

#### Food Vendor Certificate

Date: 07/06/2017

Business Name: Kona Ice

Address: 4610 HACKER CREEK RD Martinsville, IN 46151

**Phone:** CELL 317-363-7810

The following permit has been issued:

Permit No. 17-0025

Type:FOOD Temporary Vender/Cooking

Issued Date: 07/06/2017 Effective Date: 07/06/2017 Expiration Date: 07/06/2018

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

Inspector: Tim' Clapp

7/6/2017 Date

		Denartment
	Monroe County Health	3
	Bloomington, IN 47404	4-3989
,	812-349-2542	
- <u>-</u>	KONA ICE BLOOMING	TON
	WARREN STOHLEF	R
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Administrative Co	with the rules and regulations of the Monroe County H de and the Board of Commissioners of Monroe Count	Health Department as authorized by the India ty, Indiana, is hereby authorized to operate



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 <u>Kona Ice of Bloomington</u>, 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: Date: 06-27-18

Telephone Number: 317-439-3903

Vendor:

Name: <u>WARREN STOHLEN.</u> Signature: <u>WANNY Stoklec</u> Date: <u>6/28/2018</u> 



# SHOT FROM TY ON BIG 10 NETWORK



LATE NIGHT ON KIRKWOOD



# Board of Public Works Staff Report

Project/Event:	Mobile Vendor in right of way
Petitioner/Representative:	Arron Wever dba Wevers Smoke Eaters BBQ LLC
Staff Representative:	Laurel Waters
Meeting Date:	July 10, 2018

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

The business will operate from a food trailer selling BBQ.

This application is for one year.

Staff is supportive of the request.

Recommend ☑ Approval □ Denial by

Laurel Waters

### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-67

### Mobile Vendor in Public Right of Way Arron Wever dba Wevers Smoke Eaters BBQ LLC

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

WHEREAS, Arron Wever dba Wevers Smoke Eaters BBQ LLC ("Vendor") intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on April 4, 2018, and ending on April 3, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

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

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

conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

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

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

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-67** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

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

Arron Wever dba Wevers Smoke Eaters BBQ LLC



# **MOBILE VENDOR LICENSE APPLICATION**

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

**CITY OF BLOOMINGTON** 

1. License	Length and	Fee Appli	cation
Length of			

Licenser							×
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

### **2. Applicant Information**

Name:	Arron Wever	a dan dari berhar pengan kalangan kan dan dari bertangan kan dan dari bertangan kan dari bertang dari bertang Man	المنجل جارياتي وارادية مساولات المراجع <u>واروية م</u> ا معادياتهم والاستراضات هوار الماري موروي والمارين والم
Title/Position:	Owner	n an t-fran Maria Nadi na dina dia paosiana dia dia mandri dia dia 2014 amin'ny fisiana dia mampipana dia mampi	nar i nanat nan ji ti na nji ti nan na nanapingi. Kasi na kana na nji ti ti ti kata nga panat na ki na pa
Date of Birth:	2-3-71	an an taon taon an	
Address:	313 Dopot Rd	an an an an an ann an an an ann an an an	
City, State, Zip:	Ellettsuille In	47429	where the density of the equivalence $(1,1,1,1,\dots,1,1,1,1,\dots,1,1,1,1,1,\dots,1,1,1,1$
E-Mail Address:	Wev 726 C. yahoo		an maanaa maraa aa ahaa ahaa ahaa ahaa ahaa aha
Phone Number:	812-360-7328	Mobile Phone:	812-360-7328

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

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

# 4. Company Information

4. Company mon	
Name of Employer:	Wevers Smoke Earlers BBQ LLC
Address of Employer:	313 Depot Rd Ellett suille In 42429
City, State, Zip:	Elle HSwille In 43429
Employment Start Date:	End Date (If known):
Phone Number:	812-360->328
Website / Email:	
Company is a:	Limited Liability Corporation Partnership Proprietor Corporation (LLC)

5. Company Officer Information		
Provide the names and addresses of all principal offi with controlling interests in the company.	icers, partners, trustees, owners or other persons	
Name	Address	
Arran Wever	313 aport Rd Ellettsville In	45429
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### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	10-2-2012	
State of incorporation or organization:	Indlada	
(If Not Indiana) Date qualified to transact business in state of Indiana:		

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

Pulled Port, Nacho's, Bakal Potonos, chips, conel drinks Brisket. Stean Table, Nacho Chase Warmer, Canbros Planned hours of HE ILAM - GPM operation: Place or places where Chocolate Moose Faid Track Friday you will conduct business (If private property, attach written permission from property owner): Scaled site plan showing the location of the proposed mobile food vendor unit and **Please Attach** the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. Have you had a similar license, either from the No Yes  $\square$ City of Bloomington, or a different municipality, revoked? (If Yes) Provide details

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

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

# For City Of Bloomington Use Only

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

# Truck

# **CITY OF BLOOMINGTON**

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# MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION	alth Mai	'Aitence G	arage	
INSPECTOR'S NAME TRACY GRUGS	_INSPECTOR'S	S PHONE #_2	12-353-547	0
DATE OF INSPECTION 6/26/18				
TAXICAB COMPANY			0 01	
VEHICLE YEAR 2003 MAKE Ford	MODEL	Econo	Comm Cuta	way
VIN 1FOXE 45F83HA80	1637			

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)			
FLASHERS			
REFLECTORS			
HORN			
WINDSHIELD WIPERS			
MIRRORS			
SEATBELTS			
BUMPER HEIGHT	$\checkmark$		
ALL WINDOWS	V-		8. <u></u>
MUFFLER			
TIRES		-	
BRAKES			
DOORS		-	
GENERAL CONDITION OF VEHICLE			

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

Additional Comments by Inspector:\_\_\_\_\_ :1 3 macy I. hill Inspector Signature

Date: \_\_\_\_\_6/26/18

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

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# **CITY OF BLOOMINGTON**

# MOBILE VENDOR INSPECTION CHECK SHEET

		TU	Health Maintonce Garage
COMPANY PERFORMING	A	01-	INSPECTOR'S PHONE # 812-353-3471
INSPECTOR'S NAME		•	INSPECTOR'S PHONE # $X12 303 0$ ,,
DATE OF INSPECTION	6/24/1	8	
TAXICAB COMPANY	<u></u>		
VEHICLE YEAR 2004			MODEL Expedition XLT
VIN 1 FMPU16	1241	13270	021
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)			
FLASHERS			
REFLECTORS			
HORN		. <u></u>	
WINDSHIELD WIPERS	$-\checkmark$	<u></u>	
MIRRORS			
SEATBELTS			
BUMPER HEIGHT		<u></u>	
ALL WINDOWS	<u></u>		
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TIRES	$\checkmark$		
BRAKES	V	A	
DOORS	<u> </u>		
GENERAL CONDITION	V		

OF VEHICLE

**GENERAL CONDITION** 

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

Additional Comments	by Inspector:
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Inspector Signature_	- for an
Date:	/ 18
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Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3419



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# **CITY OF BLOOMINGTON**

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OF VEHICLE

Concession Trailer

# MOBILE VENDOR INSPECTION CHECK SHEET

		TH H	edth Maintence Corage
COMPANY PERFORMING		1 200 110	WIN TO WINTEMER Carry
	, ,		INSPECTOR'S PHONE #_ <u>8/2-353-557/</u>
DATE OF INSPECTION	6/24/20	18	
TAXICAB COMPANY		<u> </u>	
VEHICLE YEAR 2000	_ MAKE	SOUT	RV MODEL CONCES TR
VIN 48B5001	E2XY2	202194	5
	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	/		HEADLEGHTS N/A
FLASHERS	~		
REFLECTORS	$\checkmark$	<u> </u>	
HORN	·		_N/A
WINDSHIELD WIPERS		<u>\</u>	/ <i>I</i>
MIRRORS			NA
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MUFFLER			NA
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BRAKES	~	<u></u>	
DOOR\$	$\checkmark$		
GENERAL CONDITION	~		VERY GOOD CONCITION

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

Additional Comments by Inspector:					
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Inspector Signature Ten Kesslich

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

Food Trailer

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12.

State Form 48099 (R4/1-17) Approved by State Board of Accounts 2016       INDIANA CERTIFICATE OF VEHICLE REGISTRATION         State Form 48099 (R4/1-17) Accounts 2016       INDIANA CERTIFICATE OF VEHICLE REGISTRATION         State Form 48099 (R4/1-17) Accounts 2016       INDIANA CERTIFICATE OF VEHICLE REGISTRATION         State Form 48099 (R4/1-17) Accounts 2016       INDIANA CERTIFICATE OF VEHICLE REGISTRATION         State Form 48099 (R4/1-17) Accounts 2016       COUNTY       TP       PLYP       PLATE       PLYP       PRIOR YR PL       INSTRUCTIONS FOR APPLYING PLATE DECALS:         State Form 48099 (R4/1-17)       G5/23/17       G3 - MONROE       TP       TATIFICZJB       GP       3       16       N       TR       TR116ZJB       INSTRUCTIONS FOR APPLYING PLATE DECALS:         EXPIRATION DATE       MUNICIPALITY       VEHICLE YEAR       MAKE       MODEL       VEHICLE IDENTICATION NUMBER       TYPE       COLOR       34.35       10       0.00       10 degrees Fahrenheit.       2. On on attempt to apply decal it temperature is below 10 degrees Fahrenheit.       3. Clean and dry plate before affixing new decal.       4. Remove decal by bending corner of card under decal along dotted line.       5. Next, lift up corner of decal where card is creased.       5. Next, lift up corner of decal where card is creased.         INTROV       REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3,000       BL P       BL P       BL P <t< th=""></t<>					
	BLP Legal Address 313 DEPOT ROAD ELLETTSVILLE, IN 47429	<ol> <li>Place decal in the upper right corner of your license plate.</li> <li>Rub or press firmly around edges of decal after applyin</li> <li>V - V</li> </ol>			
ARRON B & ROY M WEVER 313 W DEPOT ST ELLETTSVILLE, IN 47429-1625   !!  !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!	60 1/1 0-	>			

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SMOKE-2 Γ

OP ID: JR DATE (MM/DD/YYYY)

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES					E POLICIES					
REPR	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to									
the te	TANT: If the conflicate holder ins and conditions of the policy, cate holder in lieu of such endorse	certa	In po	clicies may require an er	ndorsei	es) must be nent. A stat	endorsed. ement on thi	is certificate does not o	ionfer r	ights to the
PRODUCE					CONTA NAME:	<sup>ST</sup> Joyce L.	Riggs, CIS			
1327 N.	Svcs-The May Agency Walnut St, PO Box 1669				- 16 3 4 A H	, Ext): 812-33			812-3	32-3646
	gton, IN 47402 Riggs, CISR				ADDRE	ss: joycerig				
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INSURED	Wever's Smoke Eaters B	BQL	LC		· · · · · · · · · · · · · · · · · · ·			ance Company		02230
	313 W Depot Road Ellettsville, IN 47429-162	τ.			INSURE	RC:	· · · · · · · · · · · · · · · · · · ·			
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	TYPE OF INSURANCE	ADDE S	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Lim	TS	
AX	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		BKS57409453		07/19/2017	07/19/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	Dusiliess Omliais							MED EXP (Any one person) PERSONAL & ADV INJURY	\$	15,000
GEN	AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$	2,000,000
X	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
AUT	OMOBILE LIABILITY					·		COMBINED SINGLE LIMIT (Ee accident)	\$	1,000,000
AX	ANY AUTO			BAS57409453		07/19/2017	07/19/2018	BODILY INJURY (Per person)	\$	
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If ye	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	-	500,000
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	ION OF OPERATIONS / LOCATIONS / VEHICL	-				attached if more	space is require	d)		<u></u>
City of	Bloomington is listed as Addi	tiona	l ins	sured on General Liab	il <b>ity.</b>					
CERTIF	ICATE HOLDER			· · · · · · · · · · · · · · · · · · ·	CAN	ELLATION				
	CITYBL2			CITYBL2	THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE ( EREOF, NOTICE WILL Y PROVISIONS.		
1	401 N. Morton Street		•		AUTHORIZED REPRESENTATIVE					
1	Bloomington, IN 47402					uge Rigg	a,			en e
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John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349,3418 f. 812.349.3520

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

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

- 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.

Wever Wevers Smoke Eaters BBOLLC

BBOILC Date Release Signed Signature

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

### CERTIFICATE OF AMENDMENT

of

### SMOKE EATERS LLC

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

The name following said transaction will be:

### WEVERS SMOKE EATERS BBQ LLC

NOW. THEREFORE, with this document I certify that said transaction will become effective Friday, November 15, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 15, 2013

Corrie Lamon

CONNIE LAWSON. SECRETARY OF STATE

#### INDIANA SECRETARY OF STATE BUSINESS SERVICES DIVISION CORPORATIONS CERTIFIED COPIES

INDIANA SECRETARY OF STATE BUSINESS SERVICES DIVISION 302 West Washington Street, Room E018 Indianapolis, IN 46204

http://www.sos.in.gov

November 25, 2013

Company Requested:	WEVERS SMOKE EATERS BBQ LLC
Control Number:	2012100200254

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2



IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

SMOKE EATERS

ARRON WEVER SOLE MBR 313 W DEPOT ST

ELLETTSVILLE, IN 47429

Date of this notice: 10-02-2012

Employer Identification Number: 46-1100942

Form: SS-4

Number of this notice: CP 575 G

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

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

# WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1100942. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

#### IMPORTANT REMINDERS:

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

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation. The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 11/15/2013 11:29 AM

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 11/15/2013 11:31 AM

#### ARTICLES OF AMENDMENT

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

ENTITY NAME

SMOKE EATERS LLC

The name following said transaction will be: WEVERS SMOKE EATERS BBQ LLC

Creation Date: 10/2/2012

313 DEPOT ROAD, ELLETTSVILLE, IN 47429

#### REGISTERED OFFICE AND AGENT

ARRON WEVER 313 DEPOT ROAD, ELLETTSVILLE, IN 47429

GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual dissolve?: Who will the entity be managed by?: Members Effective Date: 11/15/2013 Electronic Signature: ARRON WEVER Signator's Title: MANAGER **REGISTERED RETAIL MERCHANT CERTIFICATE** 

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

#### CONTROL NUMBER 1600135188359

TID: 0158174780 LOC: 001 FID: 46-1100942/0 ISSUED: 08/09/2016 EXPIRES: 08/31/2018

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

WEVERS SMOKE EATERS BBA LLC 313 W DEPOT ST ELLETTSVILLE, IN 47429-1625

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

# 

WEVERS SMOKE EATERS BBQ LLC 313 W DEPOT ST ELLETTSVILLE, IN 47429-1625

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Dear WEVERS SMOKE EATERS BBA LLC:

1600135188359

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

(Detach Here)

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be MONTHLY. Your business application indicated the start date of the business as 08/01/2016. Therefore, your first tax payment is due 09/30/2016.

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

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

#### New Businesses Required to File Online

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

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

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

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, 39B0ACF4-8C6A-0106-E053-0A1318400C81.

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

Sincerely,

601 OF 001

Amanda Lively, Supervisor Tax Administration Indiana Department of Revenue John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812,349,3418 f, 812,349,3520

# **Prohibited Location Agreement**

Bloomington Municipal Code Section 4.16.130 prohibits Solicitors from operating in certain locations. This Agreement provides for all of the prohibited locations. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Solicitor, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the below-listed location restrictions:

- No solicitor 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 solicitor shall locate in a street, street median strip or alleyway
- No solicitor 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 solicitor 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 solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed
- No solicitor shall locate on the B-Line Trail except in the following permitted areas:
  - o Between the north side of Dodds Street and the south side of 2nd Street
  - o Between the north side of 3rd Street and the south side of 4th Street
  - o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I conduct business in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:				
Name:	Fron Wever	Wevers' Sinck.	Fators 66	BQUC
Signature: _	<u>A</u>	- Wevers Smit	the Eaters	BBC LLC
Date:	6-25-18			
#### John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

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

**Standard of Conduct Agreement** 

Bloomington Municipal Code Section 4.16.150 provides Standards of Conduct for all Solicitors. 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 Solicitor 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:

- Solicitors 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 solicitor 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 solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
  - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
  - o Blocking or impeding the passage of the person solicited
  - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
  - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
  - o Threatening the person solicited with physical harm by word or gesture
  - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
  - o Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- · No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

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 Solicitor License, as so described in Chapter 4.16 of the Bloomington Municipal Code.

Vendor:

Name:	teras	Wese	Wevers	<u>5</u> mH	Eastars	6BQ (	LLC
Signature:	<u>E</u>	YL-	Wevers	Smd e	Eators	860	LLC
Date:	6-2	5-18					

#### City of Bloomington Fire Department

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

#### Food Vendor Certificate

**Date:** 06/26/2018

Business Name: Wevers Smoke Eaters BBQ Trailer #1

Address: 313 W Depot ST Ellettsville, IN 47429

Phone: CELL 812-360-7328

#### The following permit has been issued:

**Permit No.** 18-0121

Type:FOOD Temporary Vender/Cooking

Issued Date: 06/26/2018 Effective Date: 06/26/2018 Expiration Date: 06/26/2019

> This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 6/26/2018

	Service Estáblishn phroe County Health Departmen Bloomington, IN 47404-3989 812-349-2542	佐賀 せいしょうかい コリューション そうてんかけのない そうらいせんせいかい
	WEVER'S SMOKE EATER BBQ-COMMISSARY ARRON WEVER 312 DEPOT ROAD ELLETTSVILLE, IN 47429	
Administrative Code and the B	s and regulations of the Monroe County Health Department as loard of Commissioners of Monroe County, Indiana, is hereby above location for the calendar year.	authorized by the Indiana authorized to operate a Food
asued FEB 2 6 2018	原稿 정수에 가장 수가 잘 수가 있는 사람은 것 같은 것 같아. 나는 것은 사람은 것 같은 것이라는 것이라는 것이라. 것을 것 같아.	2018
1 Show to May	Expires annually on last	day of February
This License is	Not Transferable to Another Individu	al or Location
Mobile I	Food Service Establis	shment
Mobile I	···· - ···· - ···· - ···· - ···· - ···· - ···· - ···· - ···· - ····· - ····· - ····· - ····· - ····· - ···· - ···· - ······	shment
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Mobile I	Food Service Establis onroe County Health Departmen Bloomington, IN 47404-3989 812-349-2542	shment
<b>Mobile F</b> Mo	Food Service Establis onroe County Health Departmen Bloomington, IN 47404-3989 812-349-2542 Wever's Smoke Eaters' BBQ Attn: Aaron Wever 313 Depot Road	t authorized by the Indiana

This License Is Not Transferable to Another Individual or Location

## ServSafe<sup>®</sup> CERTIFICATION

## **ARRON WEVER**

ServSafe

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







## Board of Public Works Staff Report

Project/Event:	Pushcart in right of way
Petitioner/Representative:	Ali Akhras – Cajun House 517 Inc. dba Dats Cajun & Creole Restaurant
Staff Representative:	Laurel Waters
Meeting Date:	July 10, 2018

Ali Akhras, President of Cajun House 517 Inc. dba Dats Cajun & Creole Restaurant, (a.k.a. Dats on Grant), has applied for a license to operate a pushcart in the City's right of way. 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[LA1].

The pushcart was approved to do business on private property on July 2, and now he wishes to obtain permission to operate in the City's right of way for six months. His license will expire on January 1, 2019.

Staff is supportive of the request.

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

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-68

#### Pushcart in Public Right of Way Cajun House 517 Inc. dba Dats Cajun & Creole Restaurant

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, Ali Akhras, President of Cajun House 517 Inc. dba Dats Cajun & Creole Restaurant, a.k.a. Dats on Grant, ("Vendor") is applying for a 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 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 January 1, 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 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 JULY 2018.

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

Kyla Cox Deckard, President

Beth H. Holllingsworth, Vice President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-68 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date:

Ali Akhras, President Cajun House 517 Inc. dba Dats Cajun & Creole Restaurant



## 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						$\mathbf{i}$	
Length of						Ţ∕	
License:	24 Hours	3 Days	7 Days	30 Days	3 Months	6-Months	1 Year
License Fee:	\$25	\$30	\$50	<b>\$75</b>	\$150	\$200 \	\$350

#### 2. Applicant Information

Ali Akhras
Owner
10/6/66
2419 F. Goldincoout
Bloomington = IN 47401
Dats or Grant @ Gondit . com
812-360-3840 Mobile Phone:

#### 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:	Dats Cajun & Creole Restaurant
Address of Employer:	211 S Grant St
City, State, Zip:	Bloomington, IN 47408
Employment Start Date:	April 27, 2018 End Date (If known):
Phone Number:	812-339-3090
Website / Email:	datsongrant@gmail.com
Company is a:	Liability Corporation Partnership Proprietor Other: (LLC)

#### 5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.			
Name	Address		
AliAkhras	2419 E. GODINCT		
	2419 E. Godin CT Dominston 210 4740		
·			
1			

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

Date of incorporation or organization:	6/17
State of incorporation or organization:	TŃ
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of pre				
		:	· · ·	
Planned hours of operation: Place or places where you will conduct business (If private	Varies Kirkwood + Dunn, F IV Kelley School of B	ood Truck Friday@Hera Business, Taste of Bloc	ld-Times C1900 5 Waln omington,	ωÐ
property, attach written permission from property owner):	PIDE Festival			
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			
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes 🗌	No 🗹		
(If Yes) Provide details		-		

•

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

8. Yo	8. You are required to secure, attach, and submit the following:					
×.	<ul> <li>Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code:</li> <li>Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li> </ul>					
	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.					
V	A copy of your business's registration with the Indiana Secretary of State.					
2	A copy of your Employer ID number					
	A signed copy of the Prohibited Location Agreement					
1	A signed copy of the Standards of Conduct Agreement					
Ø	Fire inspection (if required)					
V	Picture of pushcart					
X	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler					

## For City Of Bloomington Use Only

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

ACORD	
k	

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2018

CER	CERTIFICATE IS ISSUED AS A M TIFICATE DOES NOT AFFIRMATI OW. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, AM	VELY OR URANCE	NEGATIVELY AMEND, DOES NOT CONSTITUT RTIFICATE HOLDER.	EXTEND C	RACT B	ETWEEN TH	IE ISSUING INSURER(S	), AUTHORIZED
IMPO	DRTANT: If the certificate holder i JBROGATION IS WAIVED, subject certificate does not confer rights to	s an ADD to the ter	ITIONAL INSURED, the p ms and conditions of th	іе ронсу, сі	anam po	ADDITION/	AL INSURED provisions equire an endorsement.	or be endorsed. A statement on
PRODUC				PHONE	ONALD L 812-332- ONSINSI	JRANCE@C	OMCAST.NET	12-333-2007
INSURE	Phone: 812-332-9215 Fax: 8	12-333-2	007	INSURER A : INSURER B :	AUTO (	DWNERS I	NSURANCE COMPA	NAIC #
	ALI AKHRAS D/B/A DATS ON GRANT BLOOMINGTON IN 47404			INSURER C : INSURER D :				· · · · · · · · · · · · · · · · · · ·
<u></u>			and a second	INSURER E : INSURER F :			REVISION NUMBER:	
COVE	RAGES CER	TIFICATE	E NUMBER;				REVISION NUMBER.	
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	CITY OF BLOOM			THE	VPIRATIC	IN DATE TH	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.	BE DELIVERED IN
	P O BOX 100 BLOOMINGTON,			AUTHORIZ	ED REPRES		QL.	Fu
L	· · · · · · · · · · · · · · · · · · ·				© 1	988-2015 A	CORD CORPORATION.	All rights reserved

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JOHN HAMILTON MAYOR CITY OF BLOOMINGTON

401 N Morton St Sulte 130 PO Box 100 Bloomington IN 47402 DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p 812.349.3418

1 812.349.3520

## 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 hamless, 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.
- The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

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

Name, Signature

Date Release Signed

## State of Indiana Office of the Secretary of State

Certificate of Incorporation of CAJUN HOUSE 517 INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented contoines to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, May 17, 2012

Hangerstalling



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 18, 2017

Corrie Famon

REPARTING STREET

CONNIE LAWSON SECRETARY OF STATE

201705171196357 / 7606027

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



#### **REGISTERED RETAIL MERCHANT CERTIFICATE**

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

#### CONTROL NUMBER 1700143467382

TID: 0161023614 LOC: 001 FID: 82-1568211/0 ISSUED: 06/13/2017 EXPIRES: 06/30/2019

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

DATS ON GRANT 211 S GRANT ST BLOOMINGTON, IN 47408-4035

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

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## 

CAJUN HOUSE 517 INCORPORATED 211 S GRANT ST BLOOMINGTON, IN 47408-4035



JOHN HAMILTON

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 lineof-sight of drivers using adjacent roadways

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

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

Vendor:

Name:	1: Akb	ra <			
			مەنب		
Signature:	-fee-		$\overset{\sim}{\sim}$	<del>din ang ang ang ang ang ang ang ang ang an</del>	
Date:	7	134	<u>5</u>		•
	•	1 1 1			



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
- € No pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No 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:
  - o Be placed approximately 20 feet from a building or structure
  - o Provide a barrier between the grill or device and the general public
  - o The spark, flame or fire shall not exceed 12 inches in height
  - A fire extinguisher shall be within reaching distance of the 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).
  - o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
  - o 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.

L 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: AliAkhras Name \_ Sgatte 7/3/8 Deter

#### City of Bloomington Fire Department

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

#### Food Vendor Certificate

**Date:** 06/14/2018

Business Name: DATS Food Cart Address: 211 S GRANT ST Bloomington, IN 47408

Phone: CELL 81-236-0380

#### The following permit has been issued:

**Permit No.** 18-0117

Type: FOOD Temporary Vender/Cooking

Issued Date: 06/14/2018 Effective Date: 06/14/2018 Expiration Date: 06/14/2019

> This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

Inspector: Unknown Staff Member

Tim Clapp

Date 6/14/2018



## Monroe County Health Department

**Monroe County, Indiana** 

Health	Futures Family Planning	Public Health
Department	Clinic	Clinic
119 W. 7th Street (812) 349- 2543	119 W. 7th Street (812) 349-7343	

June 26, 2018

Ali Akhras 211 S Grant Street Bloomington, IN 47408

Dear Ali:

Re: Design Review of, "Dats Food Cart" 211 S. Grant Street, Bloomington, IN 47408.

Monroe County Health Department has reviewed the proposed equipment and layout plans for "Dats Food Cart", (formerly owned by Andrew Weissart and operating as "NOWHERE MANDREWS) pertaining to 410 Indiana Administrative Code (IAC) 7-24 and Chapter 341 of the Monroe County Code governing sanitation of Retail Food Establishments. You have indicated that food will be prepared inside of Dats Restaurant and the mobile cart will serve as a hot holding unit from which food will be dispensed. An umbrella attached to cart will serve as overhead protection.

The Commissary you intend to use is: Dats Restaurant, 211 S. Grant Ave. Bloomington, IN 47408.

Notification must be provided to the Health Dept. should you change from this commissary.

The department finds the plans to be adequate based on the equipment used to maintain food temperatures and the food handling information provided on the questionnaire and are approved at this time. Please contact Tim Clapp at the Bloomington Fire department for an inspection of your cart. Please call if you have any questions.

Respectfully,

Sylvia A. Garrison

Sylvia A. Garrison Monroe Co Health Dept Food Protection (812) 349-2896

cc: Tim Clapp, City of Bloomington Fire Department



119 W. 7th Street · Bloomington IN 47404 · (812) 349-2543 · fax (812) 339-6481



PIDA DEPARTNE	

## Monroe County Health Department

Health Department Futur

119 W. 7th Street

47404 (812) 349-2543 t Futures Family Planning Clinic 119 W. 7<sup>th</sup> St (lower level)

(812) 349-7343

Public Health Clinic

(812) 353-3244

# 12796

pard

Monroe County, Indiana

#### 2018 MOBILE RETAIL FOOD ESTABLISHMENT LICENSE APPLICATION

Name of Mobile Unit _	Dats food	cart	License Plate Number	T12890	AQXI
Name of Owner <u>Ali</u>	Akhras		2115 Gran	+ 5+	
city Bloomington	2		zip 47408	Phone 812-	-339-3090

Commissary where unit is serviced (if applicable) or where is unit stored when not in use?

Place Dats Cajunt Creole Address 2115 Grant St city Bloomington state N zip 47403

Monroe County Ordinance stipulates that it shall be unlawful for any person to operate a mobile retail food establishment in Monroe County who does not possess a valid license from the Monroe County Health Department. \* *The license and most recent inspection sheet shall be posted in the mobile unit.* The license for a mobile retail food establishment shall be valid from March 1, 2018 to February 28, 2019.

The license shall be obtained annually prior to operating at first event of the licensing year.

FEE SCHEDULE

Mobile Unit

Plan review fee (if not already paid)

Non-Motorized Prepackaged Ice Cream Cart (or similar product)

\* ATTENTION: A separate Intinerant Merchant's license is also required by the City of Bloomington, Office of the Controller (349-3412) if <u>selling</u> food within city limits!

	mpleted by Protection Staff
Approved by:	Jufurn
Date: $6/Z$	a/18
	Charles I among

Prepared by: \_\_\_\_\_\_\_JUN 29 2018 Date Issued: \_\_\_\_\_\_JUN 29 2018 Receipt Number: \_\_\_\_\_J30900

\$150.00

\$150.00

\$ 25.00

PLEASE COMPLETE the reverse side of this application !!!

	e County Health Department Bloomington, IN 47404-3989 812-349-2542
	DATS FOOD CART
	Ali Akhras 211 S. Grant Street
	Bloomington, IN 47408
laving complied with the rules and r dministrative Code and the Board o	gulations of the Monroe County Health Department as authorized by the Indiana
laving complied with the rules and r dministrative Code and the Board of service Establishment at the above	gulations of the Monroe County Health Department as authorized by the Indiana Commissioners of Monroe County, Indiana, is hereby authorized to operate a For
dministrative Code and the Board of	gulations of the Monroe County Health Department as authorized by the Indiana Commissioners of Monroe County, Indiana, is hereby authorized to operate a Foo ocation for the calendar year.
IIIN 29 2018	gulations of the Monroe County Health Department as authorized by the Indiana Commissioners of Monroe County, Indiana, is hereby authorized to operate a Foo
dministrative Code and the Board of	gulations of the Monroe County Health Department as authorized by the Indiana Commissioners of Monroe County, Indiana, is hereby authorized to operate a Fou cation for the calendar year.

	JOHN HAMILTON MAYOR CITY OF BLOOMINGTON	DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p 812.349.3418
	401 N Morton St Suite 130 PO Box 100 Bloomington IN 47402	f 812.349.3520
	Special Event Co	<u>nsent</u>
	tter authorizes Duts Food Cart (Name of Pushcart) one-block radius of the following Special Event:	<u>4</u> <sup>+L</sup> of July Parade (Name of Special Event)
unless Bloom comply	onsent shall run concurrent with the Pushcart Lice revoked as described herein. If at any time the ington, this consent shall be void. The owner and y with all applicable sections of the Bloomington I a State Code. Failure to do so will cause the lice	license expires or is revoked by the City of d operator of the Pushcart is required to Aunicipal Code, Monroe County Code, and
		t do as in writing and must supply a conv

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:	Vendor:
Name:	Name: Tom Henkel
Signature:	Signature: Old Hund
Date:	Date: 6/28/18
Telephone Number:	Telephone Number: <u>971-255-2125</u>





Mobile Vendors Name	License Term	License Dates	Approved for Public Property
Big Cheez – 1	1 year	2-7-17 to 2-6-18	Y
Big Cheez – 2	1 year	2-7-17 to 2-6-18	Y
Vilven LLC dba Juancho's Munchies	1 Year	10-4-17 to 10-3-18	Y
La Pablana	1 Year	4-4-17 to 4-3-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 to 1-24-18	Y
Doner Kebab	1 Year	3-21-17 to 3-20-18	Y
Kona Ice of Bloomington RENEWAL PENDING	1 Year	7-12-17 to 7-11-18	Y
812 BBQ, LLC	1 Year	4-18-17 to 4-17-18	Y
Wevers Smoke Eaters BBQ #1	1 year	11-02-17 to 11-1-18	Υ
Wevers Smoke Eaters BBQ #2 PENDING	1 year		
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Υ
Juannita's	1 year	10-16-17 to 10-15-18	Υ
JD's Taste of Chicago	1 year	5-30-17 to 5-29-18	Υ
Paradise Food LLC	1 year	7-11-17 to 7-10-18	Υ
Juannita's	1 year	10-16-17 to 10-15-18	Υ
Limestone BBQ, LLC	1 year	3-21-18 to 3-20-19	Υ
Great White Smoke, LLC	6 months	4-18-18 to 10-17-18	Υ
Red Frazier Bison, LLP	6 months	4-19-18 to 10-18-19	Ν
InBloom Juicery	1 year	5-1-18 to 4-30-19	Υ
Sweet Valley Ice Cream	1 year	5-29-18 to 5-29-19	Υ
Smooth Moves	6 months	6-27-19 to 12-26-18	Y
PUSHCARTS Names			
Chocolate Moose		5-16-18 to 5-15-19	Y
Big Dawgs LLC	1 year 1 year	10-4-17 to 10-3-18	Y
The Sandwich Spot	1 year	10-4-17 to 10-3-18	Y
•			
Kona Ice of Bloomington	1 year	3-7-18 to 3-6-18	Y
Rasta Pops	6 months	4-4-18 to 10-3-18	Y
Dats Cajun & Creole PENDING	<mark>6 months</mark>		



## Board of Public Works Staff Report

Project/Event: Prospect Hill Neighborhood Association Street Painting PartyPetitioner/Representative: Economic and Sustainable DevelopmentStaff Representative: Sean M. StarowitzMeeting Date:July 10, 2018

The Prospect Hill Neighborhood Assocation will be hosting a Street Mural Painting Party on Saturday, August 4<sup>th</sup> from from 10:00 a.m. until 7:00 p.m.

Prospect Hill Neighborhood is requesting permission to paint and close the intersection of Fairview and Howe Street to install a public art project in the street. They have received a Bloomington Community Improvement Grant for this project.

**Recommend** X Approval Denial by Sean M. Starowitz

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-69 Prospect Hill Neighborhood Association Street Painting Party

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

WHEREAS, the Prospect Hill Neighborhood Association (hereinafter referred to as "Neighborhood" is desirous of the closing of the intersection of Howe Street and Fairview Street to hold a paint the street party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

WHEREAS, the Neighborhood has received a City of Bloomington Community Improvement Grant for this project; and

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 declares the intersection Howe and Fairview Streets will be closed to motor vehicle traffic from 10:00 a.m. until 7:00 p.m. on Saturday, August 4, 2018 (rain date Saturday, August 11, 2018) for the purpose of staging a neighborhood block party and street mural painting.
- 2. The Neighborhood shall be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
- 3. The Neighborhood shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Neighborhood agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Neighborhood agrees to close the street not before 10:00 a.m. on Saturday, August 4, 2018 and to remove barricades and signage by 7:00 p.m. on Saturday, August 4, 2018. Rain date of Saturday, August 11, 2018
- 4. The Neighborhood shall be responsible for obtaining any and all required permits or licenses as well as being responsible for all legal and financial expenditures.
- 5. The Neighborhood shall be responsible for notifying the general public, public transit and public safety agencies of the street closing at least 48 hours in advance.
- 6. The Neighborhood shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.

\_\_\_\_\_\_, a duly authorized representative of the Neighborhood, represents that he/she has been fully empowered by proper action of the Neighborhood to bind the Neighborhood to the terms and conditions set forth in this Resolution and does so bind the Neighborhood by his/her signature set forth below.

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

BOARD OF PUBLIC WORKS

7.

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION AND AGREED TO:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

\_\_\_\_\_

Printed Name

Date:

unly 10



**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:	Eoban Binder	
Contact Phone:	414-791-4730 Mobile Phone:	
Title/Position:	Organizer	
Organization:	Prospect Hill Neighborhood Association	
Address:	931 W Howe St	
City, State, Zip:	Bloomington, IN 47403	
Contact E-Mail Address:	eoban@eoban.com	
Organization E-Mail and URL:	prospect.hill.neighborhood@gmail.com	
Org Phone No:	812-322-6589 Fax No:	

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

Organization Name:	
Address:	
City, State, Zip:	
Contact E-Mail Address:	
Phone Number:	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	□ Metered Parking Space(s) □ Run/Walk □ Festival ⊠ Block Party □ Parade □ Other (Explain below in Description of Event)
Date(s) of Event:	4 Aug 2018 (rain date: 11 Aug 2018)
Time of Event:	Date: 4 Aug Start: 10 AM Date: 4 Aug End: 7 PM
Setup/Teardown time Needed	Date: Start: Date: End:
Calendar Day of Week:	Saturday
- · ·	
Description of Event:	Painting of public art by neighborhood association (funded by City of Bloomington community improvement grant program)
Expected Number of Participants:	15-20 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:

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

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

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

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

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

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

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	Determine what type of Event	•
	Complete application with attachment Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable)	· · · · · · · · · · · · · · · · · · ·
	Date Application will be heard by Board of Public Works	
	Approved Parks Special Use Permit (if using a City Park) $\mathcal{N} \mathcal{A}$	
<b>Q</b> .	If using food vendors assure proper paperwork in order (Monroe County Health Dep Fire Inspection)	partment Licenses &

#### For City Of Bloomington Use Only

and the transformation

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

8.



#### **NOISE PERMIT**

CITY OF BLOOMINGTON

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:	1 W				
Location of Event:			·		
Date of Event:			Time of Events	Start:	
Calendar Day of Week:			Time of Event:	End:	
Description of Event:		÷			
		,	ia K		
, ,		•	: ,	-	
				· ·	
Source of Noise:	Live Band	Instrument	Loudspeaker	Will Noise be Amplified?	
Is this a Charity Event?	□Yes □No	If Yes, to Benefit:			
Applicant Information	n			· · · · · · · · · · · · · · · · · · ·	

Name:	· , · ·
Organization:	Title:
Physical Address:	· · · · · · · · · · · · · · · · · · ·
Email Address:	Phone Number:
Signature:	Date:

#### FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	-
Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

#### Waste and Recycling Management Plan Template

Event name:	,	1.2	÷ · ·			1	٨
Number of expected attendees:					- N	ſ	Λ
Number of food vendors:							$\square$
Number of other vendors:			-	`,		V . J	6

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

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

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

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

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

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

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

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

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

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

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

#### EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

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

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

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. 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:





### Board of Public Works Staff Report

Project/Event: Tamarron HOA Block Party

Petitioner/Representative: Carole Damon – Tamarron HOA

Staff Representative: Sean Starowitz

Meeting Date: July 10, 2018

Tamarron HOA requests the Board's permission to close a public street to hold a neighborhood block party on Saturday, September 29, 2018 from 4:00 p.m. until 10:00 p.m. so their neighborhood can get together for a neighborhood block party.

Pending Board approval the Petitioner will be closing down a portion of the North Callery Drive between addresses 808 and 806.

**Recommendation and Supporting Justification:** Staff supports the street closure for Tamarron Neighborhood Block Party.

**Recommend** X Approval Denial by Sean Starowitz

#### BOARD OF PUBLIC WORKS RESOLUTION 2018-70

#### TAMARRON HOA BLOCK PARTY

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

**WHEREAS,** the Tamarron Homeowners Association ("Association") would like to close a portion of North Callery Drive between the addresses of 808 and 806 North Callery Drive for a neighborhood block party; and

**WHEREAS,** the City of Bloomington encourages and values activities such block parties as a way for residents to interact and get to know their neighbors and therefore would like to close a portion of North Callery Drive between the addresses of 808 and 806 for a neighborhood block party.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The City of Bloomington Board of Public Works declares a portion of North Callery Drive between the addresses of 808 and 806 shall be temporarily closed to motor vehicles on Saturday, September 29, 2018, from 4:00 p.m. to 10:00 p.m. so that the Neighborhood may stage a neighborhood block party.
- 2. The Association shall be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
- 3. The Association shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Association agrees to obtain and place at its own expense Type 3 barricades and signage required by the Traffic Plan. The Association agrees to close the street not before 4:00 p.m. on Saturday, September 29, 2018 and to remove barricades and signage by 10:00 p.m. on Saturday, September 29, 2018.
- 4. The Neighborhood shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 5. The Association shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
- 6. The Association agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food and/or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 10:00 p.m. on the day of the event.

7.	, a duly authorized representative of the
	Association, represents that he/she has been fully empowered by proper action of the Association
	to bind the Association to the terms and conditions set forth in this Resolution and does so bind
	the Association by his/her signature set forth below.

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

BOARD OF PUBLIC WORKS	TAMARRON HOMEOWNERS ASSOCIATION
Kyla Cox Deckard, President	Signature
Beth H. Hollingsworth, Vice President	Carole Damon, Manager Printed Name and Title
Dana Palazzo, Secretary	Date:



### 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:	Carole Damon		••••	. *
Contact Phone:	812-331-9095	Mobile Phone:	812-360-1828	
Title/Position:	Manager			· -
Organization:	Tamarron HOA	·	· · ·	•
Address:	323 E Winslow Rd Ste 100		۰.	
City, State, Zip:	Bloomington, IN 47401			
Contact E-Mail Address:	cdamon@homefinder.org	· .	· · · ·	
Organization E-Mail and URL:		-		
Org Phone No:	812-331-9095	Fax No:		

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

Organization Name:	Wagon Wheel	
Address:	1915 S. Walnut Street	
City, State, Zip:	Bloomington, IN 47401	
Contact E-Mail Address:		
Phone Number:	812-333-2420	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	□ Metered Parking Space(s) □ Run/Walk □ Festival XX Block Party □ Parade □ Other (Explain below in Description of Event)	
Date(s) of Event:	Saturday September 29	
Time of Event:	Date: Sept 29 Start: 4:00 p.m. Date: End: 8:00 p.m.	
Setup/Teardown time Needed	Date: Sept 29 Start: 10:00 am Date: Sept 29 End: 10:00 p.m.	
Calendar Day of Week:	Saturday	
Description of Event:	Hello, this is our 26 <sup>th</sup> annual neighborhood party! We would like to have it in the street between addresses 808 and 806 N Callery Drive. This section of the street will not block access to any drives and emergency vehicles will be able to access any home if need be. We will be setting up tents for tables and chairs for persons to sit at, tables for food. We are having it catered by Wagon Wheel.	
Expected Number of Participants:	95 Expected # of vehicles (Use of Parking Spaces to close): 5	

1. The section

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

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

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

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

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

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

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

#### 8. CHECKLIST

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

#### For City Of Bloomington Use Only

The All Roberts Street

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police	6/28/18	SOldhom
	Bloomington Fire		
1	Planning & Transportation	6/28/8	Dan Backlert
	Transit	,	
	Public Works		,
	Board of Public Works		

A fending map w/ location of type three barricades



#### **NOISE PERMIT**

CITY OF BLOOMINGTON

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

#### **Application and Permit Information**

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

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

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

#### **Event and Noise Information**

Name of Event:				······································
Location of Event:				
Date of Event:				Start:
Calendar Day of Week:		Time of Event: End:		End:
Description of Event:			•	
ر*				· · · ·
Source of Noise:	Live Band	Instrument	Loudspeaker	Will Noise be Amplified?
Is this a Charity Event?	Yes No	If Yes, to Benefit:	· .	X
Applicant Information				
Name:		1		

namer	
Organization:	Title:
Physical Address:	
Email Address:	Phone Number:
Signature:	Date:

#### FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
	· · · · · · · · · · · · · · · · · · ·
Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

#### Waste and Recycling Management Plan Template

Event name:			
Number of expected attendees:	 	 	,
Number of food vendors:	 	 	-
Number of other vendors:		 	

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

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

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

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

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

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

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

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

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

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

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

#### **EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

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

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

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

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. 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:

# Tamarron - Street closing of Callery Drive



Imagery ©2017 Google, Map data ©2017 Google United States 10 ft

Road will be closed between 808 & 806 Callery Drive Owners at 805-808 Callery Drive will be able to access their driveways and property.



### Board of Public Works Staff Report

Project/Event:	Winslow Farm Community Association Block Party
Petitioner/Repres	sentative: Carole Damon – Winslow Farm Community Assoc.
Staff Representa	tive: Sean Starowitz
Meeting Date:	July 10, 2018
•	

Winslow Farm Community Association requests the Board's permission to close a public street to hold a neighborhood block party on Saturday, August 4<sup>th</sup> (raindate, Sunday, August 5<sup>th</sup>) from 2:00 p.m. until 7:00 p.m. so their neighborhood can get together for a neighborhood block party.

Pending Board approval the Petitioner will be closing down a portion of the 2000 block S. Sweetbriar Circle and a portion of S. Sweetbriar Drive after 2241 Sweetbriar Drive. A noise permit is part of the resolution so music may be played during the event.

**Recommendation and Supporting Justification:** Staff supports the street closure for Winslow Farm Community Neighborhood Block Party.

**Recommend** X Approval Denial by Sean Starowitz

#### BOARD OF PUBLIC WORKS RESOLUTION 2018-71

#### WINSLOW FARM COMMUNITY NEIGHBORHOOD BLOCK PARTY

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

**WHEREAS**, the Winslow Farm Community Neighborhood Association ("Association") would like to close a portion of the 2000 block of S. Sweetbriar Circle and a portion of S. Sweetbriar Drive just after 2241 Sweetbriar Drive for a neighborhood block party; and

**WHEREAS,** the City of Bloomington encourages and values activities such as block parties as a way for residents to interact and get to know their neighbors and therefore would like to close a portion of the 2000 block of S. Sweetbriar Circle and a portion of S. Sweetbriar Drive just after 2241 Sweetbriar Drive for a neighborhood block party.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

- The City of Bloomington Board of Public Works declares a portion of the 2000 block of S. Sweetbriar Circle and a portion of S. Sweetbriar Drive just after 2241 Sweetbriar Drive shall be temporarily closed to motor vehicles from 2:00 p.m. until 7:00 p.m. on Saturday, August 4<sup>th</sup> (with Sunday August 5 as a rain date) so that the Neighborhood may stage a neighborhood block party.
- 2. The Association shall be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.
- 3. The Association shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Association agrees to obtain and place at its own expense Type 3 barricades and signage required by the Traffic Plan. The Association agrees to close the street not before 2: 00 p.m. on Saturday, August 4, 2018 and to remove barricades and signage by 7:00 p.m. on August 4, 2018. Rain date has been set for August 5, 2018.
- 4. The Neighborhood shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 5. The Association shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
- 6. 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

Resolution 2018-71

Code, and therefore amplified sound and music may be played during the event.

- 7. The Association agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food and/or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 7:00 p.m. on the day of the event.
- 8. \_\_\_\_\_\_, a duly authorized representative of the Association, represents that he/she has been fully empowered by proper action of the Association to bind the Association to the terms and conditions set forth in this Resolution and does so bind the Association by his/her signature set forth below.

ADOPTED THIS	DAY OF	, 2018.
BOARD OF PUBLIC W	/ORKS	WINSLOW FARM COMMUNITY ASSOCIATION, INC.
Kyla Cox Deckard, Pres	ident	Signature
Beth H. Hollingsworth,	Vice President	Carole Damon, Managing Broker Printed Name and Title

Dana Palazzo, Secretary

Date:

July 10



#### 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:	Carole Damon		
Contact Phone:	8123319095	Mobile Phone:	8123601828
Title/Position:	Managing Broker		
Organization:	Winslow Farm Community Association, Inc.		
Address:	323 E Winslow Rd Ste 100		
City, State, Zip:	Bloomington IN 47401		
Contact E-Mail Address:	cdamon@homefinder.org		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	

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

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



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

#### 3. Event Information

Type of Event	<ul> <li>Metered Parking Space(s)</li> <li>Run/Walk</li> <li>Festival XX Block Party</li> <li>Parade</li> <li>Other (Explain below in Description of Event)</li> </ul>			
Date(s) of Event:	August 4 – raii	n date August 5		
Time of Event:	Date: 8/4/18	Start: 3:00 pm	Date: 8/4/18	B End: 6:00 pm
Setup/Teardown time Needed	Date: 8/4	Start: 2:00 pm	Date: 8/4	End: 7:00
Calendar Day of Week:	Saturday			
Description of Event:	Community / N	leighborhood blocł	< party	

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

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

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

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

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

#### Stationary Events - Closure of Streets/Sidewalks/Use of Metered Parking

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

#### 8. CHECKLIST

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

#### For City Of Bloomington Use Only

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

Pending mot plan approved



#### **NOISE PERMIT**

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

#### **Application and Permit Information**

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

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

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

#### **Event and Noise Information** Name of Event: Location of Event: Start: Date of Event: Time of Event: Calendar Day of Week: End: Description of Event: Will Noise be Amplified? Loudspeaker Live Band Instrument Source of Noise: Yes No Is this a Charity Event? Yes No If Yes, to Benefit: **Applicant Information** Name: Title: Organization: **Physical Address:** Phone Number: Email Address: Date: Signature:

#### 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	Beth Hollingsworth, Vice-President
Date	Dana Palazzo, Secretary

#### Waste and Recycling Management Plan Template

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

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

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

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

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

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

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

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

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

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

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

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

#### **EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

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

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

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

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. 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:



Winslow Farm Community Association, Inc. Capital Realty, Inc. 323 E Winslow Rd # 100, Bloomington, IN 47401



#### **WFCA Board Members**

President Jeff Landfair president@winslowfarm.com

> Vice President Gary Wiggins wiggins@indiana.edu

Secretary: Amy Stupka amyrunswithhorses@gmail.com

Treasurer: Sandy Martin sandym1234@aol.com

Director: Charles Steele steeleasla@outlook.com

Bayberry Board President Jeff Landfair president@winslowfarm.com

Moss Creek Board President Patrick Murphy pmurphy1101@aol.com

Moss Creek Village President Terry Lamirand lindaterry502@att.net

Neighborhood Architectural Committees:

> Bent Tree Vacant

New Bent Tree Nancy Szakaly xmastree@earthlink.net

Laurelwood Phyllis Mitchell mitchellpkf@yahoo.com Charles Steele steeleasla@outlook.com

Olde Mill Gary Wiggins Wiggins@indiana.edu

> Sweetbriar Vacant



approved and posted on our website under documents—landscaping policy. A reminder to homeowners, IF THERE IS A DEAD

TREE ON YOUR PROPERTY IT IS YOUR



#### Moss Creek Village President From The Dept of Natural Resources;

**DON'T FEED BREAD\* TO DUCKS** – it's harmful to them! When ducks eat high calorie, low nutrient human foods, they can develop "angel

wings," an extremely painful wing

deformity where the duck:

- can't fly,
- can't avoid predators,
- can't migrate,
- is in extreme pain

Want to help ducks? DON'T FEED THEM!

Feeding any of the waterfowl encourages them to stay. Their excrement fouls the sidewalks and contributes to the sludge buildup and algae formation in our ponds.

For your safety around the ponds, for the health of the wildlife, as well as the integrity and aesthetics of the ponds, **please obey the rules.** Remain a safe distance from the water. Don't feed the ducks and geese. Discourage others from doing so as well.



WFCA will provide the newspaper advertisements to support a community-wide garage/yard sale to be held June 1 & 2. Simply price and display the items you no longer need or want and stand by to make a little money. Remember "One Man's Trash is Another Man's Treasure." Help someone find a treasure from your collection or plan to pick up a few treasures from a neighbor.

#### UPDATE WFCA Services Since Fall Newsletter

- New neighborhood signs have been installed at the entrance to Sweetbriar
- The walkways along Wiley Farm Road have been repaired with replacement boards as needed and a new walkway following the damage caused by an accident has been installed. The walkways will be washed and stained following time for the wood to cure and dry.
- After a significant effort, lead by Gary Wiggins, the Winslow Farm CCRs have been amended to remove the restriction of solar panels. Additionally, the neighborhoods of Bent Tree, New Bent Tree, Sweetbriar, and Olde Mill have voted to lift the restriction in their CCRs. Prior to installation, homeowners in those neighborhoods are to submit plans to their appropriate architectural committee or the WFCA Board for approval. However, Laurelwood did not obtain the needed votes to lift the restriction. Recently a Laurelwood resident has voiced an interest in reviving the effort to lift the remaining restriction. Additionally, the three condo neighborhoods provide for roof replacements. Serious concerns remain about roof warrantees if solar panels are installed. The respective HOA Board is the authorizing agency in such circumstances.







Bring a lawn chair to relax and listen to some music. Let the kids enjoy a bounce house and plan to enjoy some food truck delights and ice cream.

The WFCA Board hopes you will all plan to attend and meet your neighbors.

On Sweetbriar Court in front of the Gazebo

August 4th 3:00-6:00 pm



#### **Planning Exterior Renovations?**

Remember before you start any exterior renovations, be sure to first submit your plans for prior approval to your neighborhood architectural committee, WFCA or HOA Board. This includes, siding, roof, painting, fencing and

any permanent structures. Find the request form on our website:

winslowfarmcommunity.com/documents

#### Winslow Farm Community Association, Inc. (WFCA)

Winslow Farm is a beautiful place to live. It is managed by a volunteer board and neighborhood architectural committees that provide assistance with important tasks that serve all homeowners and help to keep our



neighborhoods working smoothly. Winslow Farm Community is composed of eight neighborhoods, each with their own set of CCRs. WFCA Board is responsible for the maintenance of only the WFCA common areas.

Bayberry, Moss Creek and Moss Creek Village neighborhoods have their own HOAs and volunteer boards. The other five Neighborhoods are to have their own Architectural Committee to oversee requests for external alteration. When no such committee exists, then the WFCA serves to accept or deny such requests.

Capital Realty, Inc., managed by Carole Damon, is your first point of contact for WFCA concerns and issues. Carole works with the WFCA board to enhance communications, ensure sound fiscal management, and coordinate the annual meeting.



Capital Realty, Inc. 323 E. Winslow Road, Suite 100 Bloomington, IN 47401 Phone: (812) 331-9095 email: winslowhoa@bluemarble.net





#### 2018 Wet Pond Update

For those of you who may be new to WFCA, the ponds are required as retention ponds for flood control. However, aesthetics becomes a serious concern for those living next to the ponds, and since the ponds add to the property values for all WFCA residents, their status effects all of WFCA.

Unfortunately, the ponds have not received the best maintenance to keep them attractive and viable since they were installed approximately 25 years ago. The responsibility to improve their condition has and will be a major concern for the current and future WFCA Boards.

**Background information:** The ponds flow from pond 1 through to pond 7. Each has been constructed with a liner to prevent water from seeping into what could be underground karsts. To recirculate the water, a pump is installed at pond 7 to return the water to pond 1. Concrete weirs direct overflow from one pond to the next. Fountains are installed in pond 6 and 7 to aerate the water. A company is contracted to treat for algae growth. Fish and typical water-based animals live in the ponds. Burrowing animals are removed.

#### Challenges:

- Water run off comes from many sources: streets and properties, but most significantly from other neighborhoods such as the sports park across Highland Street.
- Over the years sediment from run-off, water fowl waste and general vegetation has accumulated causing the ponds to become so shallow that the company charged with treating the ponds can no longer access the water from boats. This impedes their ability to treat the algae.
- Pond 7 has become so shallow that the pump cannot be used to circulate the water.
- Pond 3 has developed an area of sludge and muck that has become very unsightly most of the year. The manner in which pond 3 has devolved, also inhibits the ability of water to effectively flow through to pond 4.
- The electric line to the pump and fountains has been damaged and is no longer operative.
- The dry seasons have caused the liners to be exposed around the edges. Sunlight causes the exposed liner to deteriorate and contribute to the erosion problems.
- Erosion has occurred throughout the system. Starting two years ago previous Boards decided to start with repair to ponds 1 & 2. This was a major and expensive undertaking. In addition to some unexpected repairs, the ponds were dredged, new liners installed, banks were rebuilt and flexamat was fitted around the edges to prevent future erosion.

- The unappealing and sometimes smelly algae build up has become a significant problem, especially as a result of the shallow water. Shallow water does not provide enough oxygen for quality aquatic life and the abatement of algae.
- A new invasive plant, creeping primrose, appeared last summer. Typically it is spread by the geese which populate the ponds.
- The caulking in the concrete joints of the weirs has deteriorated which has led to additional water loss. .
- The earth under some of the concrete drains directing water from the streets has eroded compromising the integrity of the drains and exacerbating the erosion issues.

#### So what is next for the ponds?

- We a very happy to announce that the renovations to Ponds 1 & 2 have been successful. We are now waiting for new foliage to appear around the banks.
- A professional pond management company has been contracted to create a comprehensive plan to identify short and long range tasks. The plan should be presented to the Board within the next couple of weeks. Until which time only the growth problems are being addressed. But the following can be anticipated:
  - A pond committee composed of residents, a Board representative and WFCA management has been formed to focus on the pond issues.
  - · A new electric meter and line will be installed.
  - A benefactor has agreed to donate a large sum towards creating a rain garden in Pond 3 that will receive water runoff, keep water pooled in Pond 3 and provide a pleasing display of foliage. The plants will improve the aesthetics of the area and attract butterflies and birds. The Board has agreed to make this a priority. However, the sediment and issues in pond 3 will need to be corrected before work can begin on the rain garden next to the bridge on Winslow Farm Dr.
  - The expansion joints have been replaced in the weirs on both ends of pond 2 and the weir between ponds 3 and 4 will be next
  - The algae has been treated twice already and the ponds are clearer than even a week ago. Creeping primrose, though it detracts from the ponds' aesthetics, does serve to decrease the amount of algae that accumulates and to encourage fish and other water critters. It is best treated after it blooms and it will take at least two years to kill it.
  - Aerators (fountains): The build-up of algae clogs the mechanisms. Recently one aerator had to be sent for costly repair due to a filament from a weed eater becoming entangled in the motor. The fountains will be operated as water levels and algae build-up permit once the electrical line is replaced.



Speaking of Water!

Remember to turn your water off if you will be gone from your residence for a period of time. Condos flooding while the owners have been out of the country have created damage to the second unit. The damage can be overwhelming.



### Board of Public Works Staff Report

Project/Event:Wrapped in LovePetitioner/Representative:Middle Way HouseStaff Representative:Sean StarowitzMeeting Date:July 10, 2018

Middle Way House is once again requesting to utilize downtown trees for their "Wrapped in Love" event. Designated trees around the square will be wrapped in knitted textiles. Businesses and individuals have been asked to sponsor a tree, and sponsorship funds will be used towards the cost of materials with the proceeds going to the Middle Way cause.

The event would begin in October 5, 2018 and end in March 15, 2019.

Staff recommends approval.

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-72

#### Wrapped In Love (Wrapping of Public Trees)

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

WHEREAS, Middle Way House, Inc., a member of the Committee of the Non-Profit Alliance has put a project together called "Wrapped in Love"; and

WHEREAS, the main component of this project is to allow fabric artists to adopt a tree in the downtown public right of way and create a fabric in which to wrap the tree; and,

WHEREAS, approximately twenty (20) trees in the downtown right of way could be wrapped in various textile pieces; and,

WHEREAS, October is Domestic Violence Awareness Month, and the project will be a fundraiser for Middle Way House to heal a victim of abuse; and,

WHEREAS, downtown businesses are supportive of the project and are willing for the trees adjacent to their buildings be temporarily wrapped; and,

WHEREAS, the Board of Public Works agrees that this project to raise awareness and funding for violence victim services is important to the community and an opportunity to display public art; and,

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

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

- 1. Trees to be wrapped will be identified by the City of Bloomington Urban Forrester.
- 2. No staples, nails or screws may be used to attach the textiles to the trees.
- 3. Wraps will be maintained and kept in an attractive manner.
- 4. If at any time it is determined that any of the wraps become unsafe, ugly or a nuisance to

Resolution 2018-72

the general public, then the Sponsor shall move said encroachment(s) upon notification by City, without compensation by City.

5. The City of Bloomington will not be responsible for any damages or vandalism to the wraps.

6. Recognition of sponsors may be attached to the wraps but may not include logos or pictures and may not be larger than eight and one/half by eleven inches  $(8\frac{1}{2} \times 11^{\circ})$  in size.

7. Wraps may be installed around trees beginning on October 5, 2018, and must be removed from the trees by March 15, 2019.

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

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

ACCEPTED AND AGREED TO:

BOARD OF PUBLIC WORKS:	MIDDLE WAY HOUSE, INC.	
Kyla Cox Deckard - President	Signature	
Beth H. Hollingsworth, Vice President	Printed Name	
Dana Palazzo - Secretary	Title	
Date:	Date:	

Resolution 2018-72



**CITY OF BLOOMINGTON** 

#### SPECIAL EVENT APPLICATION

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

1. Applicant Information				
Name:	Erin Hollinden		• •	\
Title/Position:	Events Coordinator	÷		
Organization:	Middle Way House			
Address:	PO Box 95	•	- ,	
City, State, Zip:	Bloomington, IN 47402	v		. ,
E-Mail Address:	events@middlewayhouse.org			
Phone Number:	812-333-7404	Mobile Phone:	812-320-8607	•

#### 2. Any Other Organizations Involved (including Food Vendors if applicable)

Name:	
Address:	
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:
Name:	
Address:	,
City, State, Zip:	
E-Mail Address:	· · ·
Phone Number:	Mobile Phone:
Name:	
Address:	
City, State, Zip:	
E-Mail Address:	
Phone Number:	Mobile Phone:
#### 3. Event Information

<ul> <li>□Metered Parking Space(s)</li> <li>□ 5k Run/Walk</li> <li>□ Festival</li> <li>□ Block Party</li> <li>□ Parade</li></ul>						
All sweaters hung between September 24 and October 5, with grand opening yarn-cutting on courthouse lawn October 5. Sweaters will hang through the month of March.						
TBD Start: End:						
TBD Start: End:						
Friday, October 5 brief yarn-cutting event						
Wrapped in Love is a public art display to raise awareness and funds for Middle Way House, the only rape crisis center and domestic violence shelter serving six counties in southern Indiana.						
Thousands will see the tree wraps Expected # of vehicles: na						

and the second second

• ,

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

. .

<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> </ul>
Notification to business/residents (copy of letter/flyer/other)
<ul> <li>A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation</li> <li>Determine if No Parking Signs will be required</li> </ul>
Noise Permit (if applicable)

# Welcome to

# Wrapped In Love!

A display of public art to raise awareness and funds for Middle Way House, th domestic violence shelter and rape crisis center serving six counties in souther

5:00 - 5:30pm

Janiece Jaffe & Curtis Cantwell Jackson

5:30pm

MWH Announcements & welcome from executive director Debra Morro

6:00pm - 6:45pm

The NorTones

6:45 - 7:45

Vuko!

7:45pm

Silent auction ends, winning tree wrap is announced

#### Be an EMPOWERHOUSE.

Fall Luncheon hosted by Alpha Chi Omega

Thursday October 26, Doors @11am, lunch @noon.

Guest speakers Emily McCluskey & Jordan DeHaven, founders of emPOWERHOUSE Renovation & survivors of domestic violence

\$25/person

Mark your calendars for these upcoming Middle Way House events and programs!

10/24/2017: Community Discussion-Conflict & Abuse: How Are they Different?, 7-8:30 PM, Monroe County Public Library

10/26/2017: Fall Luncheon

11/14/2017: 9 AM-1 PM, Emerging Best Practices for Investigating Strangulation, Wegmiller Auditorium, IU Health Bloomington Hospital

2/24/2018: Malcolm Dalglish, Ooolites and Friends: Love Songs for a Lasting World, **Buskirk Chumley Theater** 

WFHB

Call 812.333.7404 or email communications@middlewayhouse.org for additional information or details.



Photo: Martin Boling Media Sponsor:





2 The De Young Family for Woodruff Johnson De Young, Canis Perfectis, by Sandy Harris

3 "Happy Birthday!" from Anna Strout & David Anspaugh, created by Carrie 4 Angels walk among us - Beth Shalom for Toby Toby Strout, design by Jackie Olenick, created by Mary Lostutter & Ashley Cooper Sullivan 5 Needmore Café by Sandy Harris 6 "Go IU!" from Lahn Law, created by Suzi Owen

9 "Picture a World Free of Violence" by Pictura Gallery, created by Rachael

Himsel & Katherine Devich

10 The Venue & the CVB, by Cecile Berne

11 Sutor Dental by Dail Jones

12 - PRIDE by Dail Jones

13 Yarns Unlimited for Toby Strout,

created by Mary Ann Gingles & team

14 "Sing from your Heart" by Opera Maya, created by Meg Prince

15 "Let Love Bloom" by Bloom/Anna

Strout for Toby Strout

Christopher De Young

18 Tawni Hill Farmers Insurance & Precision Eye Group by Rachael Himsel & Donna Storm

19 "Never Give Up" by Renee Giacobbe for Toby Strout, by Mary Lostutter & Ashley Cooper Sullivan

20 Prism Youth Group 21 The Himsel Family for James & Viola Himsel for the Monroe County History Center

22 The Himsel Family for Friends of the Library in memory of John Himsel "Owl You Need is Love" created by Bonnie Gordon Lucas 23Baked! 24 Lucky's by Ashley Cooper Sullivan 25 DeAngelo's by Sandy Harris 26 German American Bank by Rachael Himsel 27 Arts Alliance of Greater

Bloomington by Serve IT, Rachael Himsel and Joanne Shank



## Board of Public Works Staff Report

Project/Event: Asset Mgt. Web Interface Software Upgrade Contract Addendum #1

#### Petitioner/Representative: Public Works Department

Staff Representative: Nate Nickel, Business & Data Manager

Meeting Date: July 9, 2018

The Addendum to the asset management web interface software upgrade contract seeks to perform an data import and conversion to the City's Lucity asset management system. A number of data fields were collected from the recent condition assessment service that was provided by the Transmap Corporation for the Street Department. This Addendum would provide for Lucity personnel to remotely import all of this collected data directly into the City's asset management software system, freeing up City staff for more important tasks and duties.

The data fields collected that will be imported into the City's asset management system include:

- Pavement condition ratings (per street segment)
- Street sign locations
- Street sign compliance with the Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD)
- Sidewalk condition ratings
- Sidewalk ramp Americans with Disabilities Act (ADA) compliance

#### Quoted Price: \$5,000.00

Staff recommends approval of the asset management web interface software upgrade contract Addendum #1 in order to a perform a data import and conversion to the City's Lucity system in the amount of \$5,000.00. This project will be funded by the Street Department (Motor Vehicle Highway budget line funding).

Recommend _>	_Approval	Denial	by: Nate Nickel
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Board of Public Works Staff Report

#### ADDENDUM #1 TO SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BLOOMINGTON AND LUCITY, INC.

This Addendum #1 supplements the Software License and Professional Services Agreement between City of Bloomington (CLIENT) and Lucity, Inc. (CONTRACTOR), as follows:

 SECTION II – SCOPE OF SERVICES: This Section states, in part: "Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services."

CLIENT requested and received from CONTRACTOR a Quotation for CONTRACTOR to perform the following Additional Services:

Services to be performed remotely and will involve using Lucity's Import/Update Tool to create and/or link the Transmap assets (pavement segments) and inspections (PCI ratings, MUTCD compliance, ADA Ramp and Sidewalk conditions) to the related Lucity Modules.

 SECTION V – FEES AND PAYMENTS: This Section states, in part: "The CLIENT shall compensate the CONTRACTOR for the Scope of Services described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

CLIENT shall pay CONTRACTOR an amount not to exceed \$5,000.00 for the Additional Services described herein.

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

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

By:\_\_\_

By:	
Joel Knight	
Title: Vice President – BD	

Attest:

LUCITY, INC.

CITY OF BLOOMINGTON, INDIANA

Kyla Cox Deckard Title: President, Board of Public Works By: \_\_\_\_\_ Philippa M. Guthrie

Title: Corporation Counsel

By: \_\_\_\_\_ Andrea Fowles Title: Account Manager

By: \_\_\_\_\_ Adam Wason Title: Director, Public Works Department

Title: Director, Public Works Department

# Lucity, Inc. 10561 Barkley Street, Suite 100 Overland Park, KS 66212 Phone # 913-341-3105

# Quotation

Date	5/18/2018
Quote #	88431

Pre	ера	red	d F	or
	-pu			<b>U</b> .

City of Bloomington Nate Nickel

401 North Morton St.

Bloomington, IN 47404 nickeln@bloomington.in.gov	Project			
Description		Qty	Rate	Total
Data Conversion - Transmap to Lucity - Services to be performed remotely and will involve using Lucit and/or link the Transmap assets (pavement segments) and insp compliance, ADA Ramp and Sidewalk conditions) to the related	ections (PCI ratings, MUTCD	40	125.00	5,000.00
PURCHASE TERMS: 1. Above quoted prices are good for sixty (60) days from date o 2. Above prices are in U.S. dollars. Sales tax is an estimate only 3. License fees for any Lucity GIS solutions do not include Esri s 4. Invoice terms are net due upon receipt. Finance charges at t be incurred 45 days from invoice date. 5. Shipping and handling is included. 6. Solutions that are priced "per install" do not include the cost software that may be required to run the Lucity program.	y at the time. software. the maximum allowable rate will			
Total sales tax calculated by AvaTax			0.00	0.00
			Total	\$5,000.00

#### ARTICLES OF AGREEMENT

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

#### WITNESSETH:

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

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

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

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

IT IS AGREED THAT:

#### SECTION I - SOFTWARE LICENSE

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

#### SECTION II - SCOPE OF SERVICES

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

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

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

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

#### SECTION III - RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

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

#### SECTION IV - SCHEDULE OF SERVICES

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

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

#### SECTION V - FEES AND PAYMENTS

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

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

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

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

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

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

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

#### SECTION VII - TERMINATION

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

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

licenses.

#### SECTION VIII - INDEMNIFICATION

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

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

#### SECTION IX - GENERAL CONSIDERATIONS

And, finally it is agreed that:

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

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

#### SECTION X -- SUPPLEMENTARY CONDITIONS

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

A. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY ("hereinafter CLIENT) shall have the right to terminate this Agreement without penalty by giving prior written

Page 4 ·

notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

CLIENT agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

#### B. Verification of New Employees' Immigration Status

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment 1, affirming that Contractor does not knowlingly employ an unauthorized allen. "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 or its subcontractor or its entity (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, 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.

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IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this  $\_174^{-1}$  day of  $\_4\rho n$ . 2018.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

By:

Title:

PRESIDENT -BD

Attest: By: TOWLES ANDREA

Title: ACCOUNT MANAGER

CITY OF BLOOMINGTON, INDIANA

₿y Kvla

Title: President, Board of Public Works

Bv: Philippa M. Guthrie

Title: Corporation Counsel

By:

Adam Wason

Title: Director, Public Works Department

**CITY OF BLOOMINGTON** Controller Reviewed by 22 DATE 16 FUND/ACCT: LOL-OL -SLD

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CITY OF BLOUGHERGTON
(Legal Department
Reviewed By:
Dackre Moore
DATE: 4.11.18
And and and a second

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#### ATTACHMENT 1

"E-Verify AFFIDAVIT" STATE OF Kansas ) )SS: COUNTY OF Johnson

#### E-Verify AFFIDAVIT

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

- 1. The undersigned is the <u>Vice fres. Business</u> of <u>LUCity</u>, <u>Inc.</u> (job title) <u>Development</u> (company name)
- 2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Printed Name Signature STATE OF )SS: MELISSA MICHELLE ECKSTEIN COUNTY OF JOHN SON Notary Public - State of Kansa My Appointment Expires 9129 Before me, a Notary Public in and for said County and State mersonally appea and acknowledged the execution of the foregoing this  $\underline{33}^{\prime\prime\prime}$ Joel Knight 20 18. day of April Melissa Michelle EckStein Printed Name of Notary Public Molion Michelle Olthin Notary Public's Signature My Commission Expires: 9/29/20 County of Residence: Leavenworth

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#### NON-COLLUSION AFFIDAVIT

The undersigned offer 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 23rd day of April 2018.
(Name of Organization)
By: Midte
(Name and Title of Person Signing)
STATE OF TOLDSON)
Subscribed and sworn to before me this 23rd day of April
My Commission Expires:
9/29/20 Meliso Michelle Eclettein Notary Public Signature
Resident of Leavenwort County Melissa Michelle ECKStein Printed Name

#### EXHIBIT "A"

#### Lucity<sup>™</sup> Software License Agreement

#### IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the *Lucity*<sup>™</sup> Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the *Lucity*<sup>™</sup> Software License Agreement and any stated Special Provisions.

THIS AGREEMENT ("Agreement") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, KS 66212 ("Lucity"), and Licensee with its software programs accessing databases residing at Licensed Site.

#### RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "Lucity" software";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software products, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

Now, THEREFORE, Lucity and Licensee agree as follows: 1. DEFINITIONS.

"Program(s)" means the object code versions of the computer software products, databases, and related documentation.

"Users" means (i) the specified number of persons permitted to access all Programs (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats), or (iii) the specified number of computer hardware devices permitted to provide access to a Program (i.e. Installs).

"Clients" means the number of individual database setups that can be accessed by a Program.

"Licensed Site" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

"Effective Date" means the date of receipt of Licensee's purchase order citing this Agreement.

2. LICENSE GRANT.

(a) <u>License</u>. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) <u>Copying</u>. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) <u>Future Licenses</u>. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as

Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) <u>Limited Grant</u>. Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(e) <u>Disaster Recovery and Testing</u>. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) <u>No Reverse Engineering</u>. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) <u>No Modification</u>. Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) <u>No Copying</u>. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.

(d) <u>No Third Party Use</u>. Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) <u>Training</u>. Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) <u>Lucity's Property</u>. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) <u>Licensee's Property</u>. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) <u>Proprietary Notices</u>. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) <u>License Fee – Named Products Licensing</u>. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity the License Fee within forty-five (45) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

Annual Fee - Named Users Licensing. As (b) consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity (i) the appropriate Annual Fee within forty-five (45) days of the Effective Date, and (ii) the appropriate Annual Fee within forty-five (45) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucity's thencurrent fee schedule.

(c) <u>Taxes</u>. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity with proof of Licensee's tax exempt status.

#### 7. WARRANTIES.

(a) <u>Warranty</u>. Lucity warrants that during twelve (12) months following the delivery of the license codes for the Program(s):

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and

(ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) <u>Exclusive Remedy</u>. In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 12-month warranty period.

(c) <u>Disclaimer</u>. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

#### 8. INDEMNITY.

(a) Duty to Indemnify and Defend.

(i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim. (iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B) Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) <u>Injunctions</u>. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

- (A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and
- (B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) <u>Exclusive Remedy</u>. The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

iv With respect to bodily injury, property damage, or personal injury other than copyright infringement or misappropriation of trade secrets, Lucity will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the Licensee and/or any of its agents, officials and employees from any and all claims demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Licensee on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Lucity, its employees, representatives, or subcontractors, their adents. employees, agents, or representatives in connection with or incidental to the performance of this agreement or out of Workers' Compensation claims. arising Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Lucity and/or its subcontractors or claims under similar such laws or obligations. Lucity's obligations under this paragraph do

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not extend to any liability caused by the sole negligence of Licensee or its employees.

#### 9. CONFIDENTIAL INFORMATION.

(a) <u>Definition</u>. "Confidential Information" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement. (b) "Confidential Information" will not include information

that: (i) is in or enters the public domain without Licensee's

breach of this Agreement; (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) <u>Confidentiality Obligations</u>. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) <u>Employee Confidentiality Procedures</u>. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

(a) Named Products Licensing. Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Maintenance and support Program(s) are licensed. services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

(b) <u>Named Users Licensing</u>. The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

#### 11. LIMITATIONS OF LIABILITY.

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) <u>Term - Named Products Licensing</u>. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) <u>Term – Named Users Licensing</u>. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) <u>Termination</u>. Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) <u>Effect of Termination -- Named Products Licensing</u>. If this Agreement is terminated, Licensee will Immediately return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(e) <u>Effect of Termination – Named Users Licensing</u>. If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) <u>Survival</u>. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) <u>Nonexclusive Remedy</u>. The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) <u>Audit Rights</u>. Licensee agrees to allow Lucity, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).
(b) <u>Assignment</u>. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both partles.

(c) <u>Modifications</u>. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

#### EXHIBIT "A" Lucity<sup>TM</sup> Software License Agreement

(d) <u>Conflicting Terms</u>. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) <u>Notices</u>. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) <u>Severability</u>. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) <u>Waiver</u>. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) <u>Entire Agreement</u>. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) <u>Choice of Law</u>. This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

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#### EXHIBIT "B" Schedule of Software

No additional software purchase required

#### EXHIBIT "C"

#### **Software Support and Maintenance Provisions**

For the various *Lucity*<sup>™</sup> software programs listed in Exhibit "B", Lucity agrees to furnish to the Licensee resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit "C".

#### **Constant Connection Program Resources and Services**

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the following attachment titled "LucityAM Technical Support and Software Maintenance".

#### Constant Connection Program Fees and Renewal

<u>Named Products Licensing</u>. The fee basis for "Year 1" of the Lucity Constant Connection Program is twenty percent (20%) of the total non-discounted software license fees for covered products. For the software programs listed in Exhibit "B", Year 1 will be for the period of twelve (12) months following software delivery.

Access to Lucity Constant Connection Program resources and services in subsequent years is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

#### **Constant Connection Program Levels of Services**

Our goals are to provide customers immediate response during regular Help Desk hours (Monday – Friday, 7:00 am-7:00 pm CST), and resolve issues as soon as possible. An outline of our categorization/prioritization of support issues and formal response/resolution commitments follows.

- Critical Issues
  - Customer is unable to use a LucityAM application, or system component has a failure such that normal work operation is significantly impacted (e.g., users cannot open Work Orders)
  - Response time to acknowledge issue and begin working on corrective action within two (2) business hours
  - Commitment to continue working on problem until resolution, or an acceptable temporary fix (i.e., patch) is deployed
- Standard Issues
  - Issue exists with an application but majority of functions are still usable and some reasonable circumvention or work-around is possible to provide service, or failing function or work-around does not significantly impact normal work operation
  - Response time to acknowledge issue no more than four (4) business hours
  - Provide resolution with next upgrade release (new versions, service packs or patches), and not more than ninety (90) business days (unless otherwise agreed between customer and Lucity)
- Minor Issues
  - Issue does not affect an application's function (e.g., text of message or report is poorly worded or misspelled)
  - Response time to acknowledge issue no more than eight (8) business hours
  - Provide resolution with next two upgrades, and not more than one-hundred and eighty (180) business days (unless otherwise agreed between customer and Lucity)

#### LucityAM Version Support Policy

Details about version support policy can be found here -

#### EXHIBIT "C" Software Support and Maintenance Provisions

https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details.

#### EXHIBIT "D" Scope of Implementation Services

#### LUCITY WEB IMPLEMENTATION

Based on discussions with the City, we have outlined an implementation plan to configure and deploy the Lucity web interface for the City.

#### PROJECT MANAGEMENT

#### Install

For this proposal, we assume the City will be installing the Lucity Web server prior to implementation.

#### CONFIGURATION

#### **BUSINESS PROCESS REVIEW**

A Business Process Review workshop will be completed – this workshop will consist of a series of on-site sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Business Process review activities follows.

- Functional Groups
  - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucityAM
  - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucityAM configuration
  - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
  - Discuss available data to be incorporated (i.e. "loaded) into LucityAM data to be gathered by the City
  - Identify any supplemental reporting and/or integration needs to be addressed with LucityAM implementation
- Project Plan
  - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
  - Set date for Configuration Functional Group Meetings task
- Action Items
  - Apply initial configuration to installed LucityAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
  - Deliver data to Implementation Lead for evaluation
  - Evaluate options for supplemental reporting and/or integration, and identify next steps

Participants in the Configuration – Business Process review activities should include:

Lucity

- City
- Project Manager

Implementation Lead

- Project Manager
- System Administrator
- Functional Group Administrators

#### FUNCTIONAL GROUP CONFIGURATION

Finalizing the LucityAM configuration will be an iterative process. The Implementation Lead will first make an on-site trip to meet with each Functional Group to review the initial configuration, and identify

needed refinements. With subsequent refinements, additional discussions will be convened to review the latest LucityAM configuration – The process will continue until the LucityAM operational needs of the Groups are met.

Participants in the Configuration – Functional Group Configuration task should include:

Lucity

- City
- Implementation Lead
- System Administrator
- Functional Group Administrators
- SMEs Groups

#### TRAINING

#### ADMINISTRATION

#### Configuration

Use tools, parameters and settings available with LucityAM products to refine AM/CMMS Web configuration

The goal of the Training – Administration task is for the System Administrator to be reasonably selfsufficient in refining, expanding and sustaining the implemented LucityAM Web interface.

#### END USER

Following is a limited list of items that will be addressed during End User sessions.

#### General

- Dashboard: Using assigned "Home" pages with personalized real-time LucityAM content
- Filter: Creating queries to produce specific record sets
- Locate: Quickly finding a specific record within the current "Filter"
- Document Control: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- Subset Manager: Loading filtered data from one application into other applications
- Browse: Creating and exporting ad-hoc reports
- Reports: Using assigned report templates
- Help: Using the on-line, context-sensitive Help

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Producing operational, management and regulatory reports

#### Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Validating and transferring data from external systems

• Producing operational, management and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucityAM Web interface.

Participants in the Production Training should include:

Lucity		•	City	
_	Implementation Lead			Functional Group Administrators
				Group Users

Production Training sessions are typically 4 hours in duration, and should be limited to a maximum of ten (10) users.

#### FOLLOW UP TRAINING

Remote follow-up training time for Production Training may include web conferencing sessions for specialized topics, and recorded webinars for broader topics of interest to a large number of users.

#### COSTS

The services costs are estimated based on the framework outlined in the "Lucity Web Implementation" work plan. Services are estimated for an implementation that includes Streets & Facilities departments within Table 1 below.

#### Table 1

	Effort			Cost			
	On	site	Remote				
Task	Trips	Hours	Hours		Labor	Directs	Total
	IMC	TY WEB I	MPLEMEN	WIT A	MON		
<b>Business Process Review</b>	1	16		\$	3,000.00	\$ 1,150.00	\$ 4,150.00
Configuration			30	\$	3,750.00	\$ -	\$ 3,750.00
Training	1	16	8	\$	4,000.00	\$ 1,150.00	\$ 5,150.00
Project Management			8	\$	1,000.00	\$ -	\$ 1,000.00
TOTALFEE							\$14,050.00

Labor rates are as follows: \$187.50 per onsite hour and \$125 per remote hour.

Travel expenses are estimated at \$550 per trip and \$300 per day and will be billed at actual cost.

#### EXHIBIT "E" Schedule of Costs and Invoicing

The following tables summarize costs and invoicing for the software licenses and services to be provided by Lucity to the CITY OF BLOOMINGTON for the Project.

ltem	Total	Invoicing
Services Costs (reference Exhibit "D")	\$14,050.00	Invoiced monthly based on project progress (i.e. % completion of each task)
TOTAL – PROJECT COSTS	\$14,050.00	

Prices are in U.S dollars. Taxes (if applicable) are not included.

#### **REGISTER OF PAYROLL CLAIMS**

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

	Bank				
Date:	Type of Claim	FUND	Description	Transfer	Amount
7/0/204.0	Deumell				400 400 07
7/6/2018	Payroll				400,188.27
					400,188.27
		ALLOWANG	CE OF CLAIMS		
claim, and exc total amount o		owed as shown o	gister of claims, consisting n the register, such claims 		Ş
	y that each of the above th IC 5-11-10-1.6.	listed voucher(s)	or bill(s) is (are) true and c	correct and I have audited	I same in

Fiscal Officer\_\_\_\_\_

13 June 2018

DTH REO Inc PO Box 5396 Austin TX 78763

#### UNSAFE BUILDING ORDER TO SEAL

RE: Structure(s) located at 1426 W. 15<sup>th</sup> St., Bloomington, Indiana 47404; Legal description of relevant property: Structure(s) located at 013-20220-24 Forest Homes Part Lots 24 & 25

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: commencing on the date of receipt of this Order to Seal. This is a renewal of the Order to Seal. This Order will expire 13 June 2020.

The following actions must be taken to comply with this Order:

## Properly seal the structure from unauthorized entry. See 17.16.060 Uniform Standards for Sealing an Unsafe Building (Attached)

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 08 June 2018. The inspection(s) revealed that the property is:

- □ In an impaired structural condition that makes it unsafe to a person or property;
- $\Box$  A fire hazard;
- $\Box$  A hazard to the public health;
- $\Box$  A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
   17.16.060(a); and/or

□ Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 10 July 2018**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold Neighborhood Compliance Officer Housing & Neighborhood Development Department (HAND) 401 N. Morton Street/P.O. Box 100 Bloomington, Indiana 47402 (812) 349-3401 arnoldm@bloomington.in.gov.

Doris Sims, Director City of Bloomington Housing & Neighborhood Development (HAND) 401 N. Morton Street/P.O. Box 100 Bloomington, Indiana 47402 Date





#### 17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
  - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
    - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
    - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
    - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
    - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
  - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
    - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
    - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
  - (3) In case of a ground level door the following method of securing shall be used:
    - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
    - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
    - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
  (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
  (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
  (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

#### BOARD OF PUBLIC WORKS RESOLUTION 2018-73 Unsafe Order to Seal for 1426 W. 15<sup>th</sup> St., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) issued an Order to Seal the property located at 1426 W. 15<sup>th</sup> St., Bloomington, Indiana ("Property") as unsafe by definition of both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

**WHEREAS,** HAND provided proper notice of this Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works does hereby:

 $\Box$  Affirm the Order issued by HAND on June 13, 2018.

Rescind the Order issued by HAND on June 13, 2018.

Modify the Order issued by HAND on June 13, 2018. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions:

#### SO RESOLVED ON THE 10th DAY OF JULY, 2018.

#### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: \_\_\_\_\_ Kyla Cox Deckard, President

#### **STATE OF INDIANA** ) SS: COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this 10<sup>th</sup> day of July, 2018. My Commission Expires: \_\_\_\_\_

Notary Public Signature

Resident of \_\_\_\_\_ County

Printed Name of Notary



## Board of Public Works Staff Report

Project/Event:	Noise Permit and Reserved Parking for WCLS Music Festival at Waldron, Hill & Buskirk Park
Petitioner/Represent	ative: Deborah Keister-Hubbard
Staff Representative	: Sean Starowitz
Meeting Date:	July 10, 2018

Mid-America Radio Group-WCLS is hosting a music festival with live bands and food in the Waldron, Hill and Buskirk Park. They have requested a noise permit for Saturday, September 22, 2018 from 2:00 p.m. until 10:00 p.m. so that amplified music may be played.

In addition they have also requested to reserve 18 parking spaces on Lincoln Street adjacent to the Park for food vendors. BPD has given permission to park on the west side of Lincoln beginning at the Boys & Girls Club, continuing south. The spaces would be reserved from 2:00 p.m. until 10:00 p.m. for food truck parking on Saturday, September 22, 2018.

Staff is supportive of this request.

#### Recommend Ø Approval D Denial by Sean Starowitz

#### BOARD OF PUBLIC WORKS RESOLUTION 2018-74

#### WCLS MUSIC FESTIVAL

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, the Mid-America Radio Group (hereinafter "WCLS Music Festival") is desirous of using eighteen (18) parking spaces on the west side of Lincoln Street nearest to Waldron, Hill and Buskirk Park beginning across the street from the Boys & Girls club continuing south from 2:00 p.m. until 10:00 p.m. on Saturday, September 22, 2018 in conjunction with a music and food Special Event to be held at Waldron, Hill and Buskirk Park; and,

WHEREAS, the WCLS Music Festival 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 the WCLS Music Festival may reserve eighteen (18) parking spaces on the west side of Lincoln Street nearest to Waldron, Hill and Buskirk Park beginning across from the Boys & Girls Club continuing south from 2:00 p.m. until 10:00 p.m. on Saturday, September 22, 2018 as part of a special event for the general public.
- 2. WCLS Music Festival 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. WCLS Music Festival 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 Saturday, September 22, 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. WCLS Music Festival 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, WCLS Music Festival, 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

Resolution 2018-74

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.

8. \_\_\_\_\_, 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:	MID AMERICA RADIO GROUP-WCLS:
Kyla Cox Deckard, President	Signature
Beth H. Hollingsworth, Vice President	Printed Name
Dana Palazzo, Secretary	Position

Resolution 2018-74

July 10



**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:	Dessorah Keister-Hubba	-d	······
Contact Phone:	Mobi	le Phone:	317-496-3398
Title/Position:	marketing		**************************************
Organization:	mid-America Radio Gr	sup-l	NCLS
Address:	2723 N. Walnut St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	debbie Keisterhitsbard d	gna	il.com
Organization E-Mail and URL:			
Org Phone No:	812-339-9700 Fax N	lo:	

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

Organization Name:	the chocolate moose
Address:	405 S. Walnut St.
City, State, Zip:	Bloomington IN47401
Contact E-Mail Address:	J davis à moose brown com
Phone Number:	317-439-3903 Mobile Phone:
Organization Name:	812-BBQ La Poblana
Address:	2526 S. Rogers St.
City, State, Zip:	Bluemington, IN
E-Mail Address:	I davis a moosebtown. con
Phone Number:	8 + 2 - 606 - 4491 - Mobile Phone:
	812-318-2733
Organization Name:	the big cheeze, Kabob on wheels
Address:	502 E. Kirkwood Ave. 417 E. Kirkwood Ave
City, State, Zip:	Cloomington, Dr. 47408 Bloomington Dr.
E-Mail Address:	T davis & moose brown. com
Phone Number:	812 - 727 - 5234 Mobile Phone:
	$\Re[1, \frac{1}{2}, \frac{1}{2}]$
## **3. Event Information**

1

Type of Event		king Space(s) □Run/Wa Other (Explain below in [		(
Date(s) of Event:	Septe	mber 22,21	810	
Time of Event:	Date: Q/2	2/18 Start: 2:0	Opm Date: 9/2	-2/BEnd: 10:00pm
Setup/Teardown time Needed	Date:	Start:	Date:	End:
Calendar Day of Week:	Satur	day		· · · · · · · · · · · · · · · · · · ·
Description of Event:	Music perform gnoups yeontes music provid	Festival. Fou festival. Fou n throughout Juggting ac ts may be t performance e Food for pu iced off, Bee mily Friendlu	the day. ts Adult o held in be- rchased: A ir t wine o	Local kids Local kids Jancers of tween each ocks will designated, parden. this
Expected Number of Participants:	Unknow, eunt. & 2,000-1	Estimate sp	pected # of vehicle: aces to close):	s (Use of Parking

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

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

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

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

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

### Stationary Events -- Closure of Streets/Sidewalks/Use of Metered Parking

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

# 8. CHECKLIST

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

# For City Of Bloomington Use Only

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



**WCLSFest** September 22nd 2:00 - 10:00 P.M.

# Road closure map



Type-3 Barricade

Food Trucks

### **Notice of Public Meeting Letter**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at 331 S. Washington Street, Bloomington, Indiana for WCLS Radio Station which is tentatively scheduled for Saturday, September 22, 2018 from 2:00 p.m. to 10:00 p.m.

The Board of Public Works meeting to hear this request will be held on Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N Morton St. (Room 115) at 5:30 p.m.

All persons interested in said proposal may be heard at the time as herein set out. If you would rather voice your opinion by phone, you may call 812-349-3410 or email <u>public.works@bloomington.in.gov.</u> Written or verbal objections filed prior to the hearing will be considered.

## BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

**PETITIONER:** WCLS Radio Station Date: January 29, 2018

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Approved by State Board of Accounts, 2015

INSTRUCTIONS: 1. Applicant must complete all requested information.

- 2. Please type or print clearly.
- 3. Submit application and payment to the local excise district office.

Bristol, IN 46507 Telephone: (574) 264-9480

DISTRICT 2 1353 South Governors Drive Columbia City, IN 46725 Telephone: (260) 244-4285

DISTRICT 3 279 West 300 North Crawfordsville, IN 47933 Telephone: (765) 362-8815 Seymour, IN 47274 Telephone: (812) 523-8314

DISTRICT 5 3650 South US Hwy 41 Vincennes, IN 47591 Telephone: (812) 882-1292

DISTRICT 6 6400 East 30th Street Indianapolis, IN 46219 Telephone: (317) 541-4100

Name of applicant applying fr		S	TEP 1. GENERAL	LINFORMATION				
Mid-America Radio Gr	oun Inc AM	rzauon, cluo, corporation	), individual)			TM Permit num	ber (issued by ATC	)
Address of applicant (number	and street rit	State and 710 codel						
2723 N. Walnut Street	- F	E-mail address debbiekeisterhubbard@gmail.com						
Name of person making appli								
Deborah Keister-Hubb	ard			Fax number		(317)4	nact telephone nun	iber
Printed name of contact perse	on of event				and the second sec		tact telephone num	ber
						( )		
			STEP 2. EVENT	INFORMATION		<b>I</b>		
Beginning day Saturday		Beginning date (month September 22,	r, dəy, year) 2018	Ending day Saturday	Endir	g date ( <i>month, day</i> eptember 22, 2	; year) 2018	- <del>-</del>
Time of event					<b>_</b>			
Start time	2:00		PM	End time	10:00			
Type or description of event				· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·	,
Music Festival	·····							
Exact address of event (numb 331 S. Washington Str	er and street, d eet, Bloomir	ity, state, and ZIP code) Igton, IN 47401						
			STEP 3. FLOOR	PLAN (See Step	4, Number 2)	· · · · · · · · · · · · · · · · · · ·		
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- 1. There must be a well defined premises, i.e. building, tent, enclosure, or fenced-in or designated area.
- You must have a defined floor plan or diagram. This is to be drawn on Page 1, Step 3 of this application. If minors are to be present, you must have a defined separation between the bar area and family area. (Must be on floor plan.)
- 3. There shall be NO carry-out privileges, NO carry-in privileges and NO spirituous beverages allowed.
- 4. Each applicant must designate an individual to be responsible for the event and such person shall sign the authority.
- 5. ANY and ALL persons dispensing or accepting payment for alcoholic beverages MUST POSSESS a valid ATC employee permit.
- 6. The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.
- 7. If the event is held in a town park, you must have approval from the town board.
- Legal Hours of dispensing alcoholic beverages: (Prevailing time) Monday through Saturday -- 7 AM to 3 AM the following day Sunday -- 7 AM to 3 AM the following day
- 9. Applicant must file with the district office at which the event will be held at least five (5) days prior to the event.
- 10. The authority must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke the authority during the event.

STEP 5. COMMUNITY CLEARANCE	
Signature of Sheriff of county, or Chief of Police, or Town Marshall of jurisdiction where the event will be held     Signature of the mayor (if the event is held in Fort Wayne)	Date signed (month, day, year)
Note:	Date signed (month, day, year)
Please post your approved request in a conspicuous place where the alcoholic beverages are being dis request is denied, you may be notified either in person or by telephone.	pensed at the location. If for any reason this
I swear or affirm under penalties of perjury that the information is true and accurate.	
Signature of permittee / agent (Your signature acknowledges that you have read and will abide by the rules and guidelin	nes.) Date signed (month, day, year)
	loais signed (monun, day, year)

FOR DISTR	ICT USE ONLY	
District number	Date issued (month, day, year)	
Reviewed by Excise Police District Representative	Approved	Denied

# 1. ALL EVENTS ARE \$50.00 PER DAY. BUSINESS CHECKS OR MONEY ORDERS ARE ACCEPTED MADE OUT TO THE INDIANA ALCOHOL AND TOBACCO COMMISSION.

# 2. SERVING PAST MIDNIGHT, NO LATER THAN 3 AM, IS ONE (1) DAY.

3. NO RAIN CHECKS ON ANY OF THE ABOVE EVENTS.



ACORD	

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MIDAM-1

OP ID: BD

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	Bloomington IN 47402					LBM/ll						

## Waste and Recycling Management Plan

Event name: <u>WCLS FEST</u> Number of expected attendees: <u>1.000 - 2.000 throughout the day</u> Number of food vendors: <u>4-5</u> Number of other vendors: <u>2</u>

## Designated waste and recycling manager: David Keister

Event Map: enclosed

### **Targeted waste:**

Waste bins: food items, all other items not recyclable

Recycling bins: Paper, aluminum, glass, plastic

**Collection and hauling system:** We will hire a professional trash service to provide all necessary trash dumpsters, festival boxes, and recycling bins. All waste and recycling bins will be labeled, as well as volunteers throughout the festival to assist guests in waste disposal. We are currently collecting bids from 3 trash service providers.

**Vendor and volunteer education and training:** The waste and recycling manager will meet with volunteers prior to the event and explain which items are recyclable and which items are waste. Volunteers will be directed to assist attendees with trash disposal.

**Materials and supplies:** We are relying on the professional trash service provider as to the number of bins that will be needed for this event. Each waste and recycle bin will be labeled.

**Designation of duties:** David Keister is the waste and recycling manager. He will oversee all volunteers and make sure they are properly educated as to trash disposal. In addition, the trash service provider will be responsible for removal of the festival bins and dumpsters. Volunteers will be responsible for emptying festival bins throughout the evening, into the dumpsters.



Mailing Address Administrative Offices 401 N. Morton St. Suite 250 PO Box 848 Bloomington, IN 47402 Phone: (812) 349-3700 Fax: (812-349-3705 parks@bloomington.in.gov www.bloomington.in.gov/parks

Allison-Jukebox Community Center 351 South Washington Street Bloomington, IN 47401 (812) 349-3731

Banneker Community Center 930 West 7<sup>th</sup> Street Bloomington, IN 47402 (812) 349-3735

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

Frank Southern Ice Arena 1965 South Henderson Street Bioomington, IN 47401 (812) 349-3740

Twin Lakes Recreation Center 1700 West Bloomfield Road Bloomington, IN 47403 (812) 349-3720

Inclusive Recreation (812) 349-3747

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

Urban Forestry (812) 349-3716 Date: April 11, 2018

Dear Applicant:

We are pleased to inform you, the request for a Special Use Permit has been approved for the following event/facility/date:

WCLS Fest

Waldron, Hill & Buskirk Park and 3rd St. Stage

Saturday, September 22, 2018 from 9am to 12am (includes set-up & dismantle)

**Special Notes:** 

<u>Certificate of Insurance and agenda will need to be submitted to this office. This must</u> be received, along with payment not later then, Monday, September 10, 2018. Note: tents and other temporary structures must be securely weighted down on all sides. Staking of items is not permitted in the park, unless you have written consent from Mark Marotz, Park Operations Superintendent. Please contact Sean Starowitz, with Economic Sustainable Development regarding use of City streets or sidewalks. Contact Christina Smith with the Public Works to determine if a noise permit is necessary. *Please make sure attendees do not park in or block police parking lot.* 

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event, specifically as it relates to items #6, 8, 10, 11, and 12 under Use, Security, Safety.

# Attached is an invoice for your event permit. Payment is due at least ten (10) business days prior to your event.

Please feel free to contact me should you have further questions.

Sincerely,

Kim Clapp Office Manager

Encl. Permit Packet

Cc: Parks Operations Parks Community Events Board of Public Works Economic & Sustainable Development Bloomington Police Department



# **NOISE PERMIT**

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

CITY OF BLOOMINGTON 8

### **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

<b>Event and Noise Info</b>	ormation	• • •			
Name of Event:	WCW F				
Location of Event:	331 5,1	washingt	on St. Blu	minition, DNG	17404
Date of Event:	Sept. 22,	2018	Time of Event:	Start: 2:00 p.m. End: 10:00 p.m.	
Calendar Day of Week:	Saturda	4		End: $10:00pm$	
Description of Event:	MUSIC	restival			
Source of Noise:	Live Band	Instrument	Loudspeaker	Will Noise be Amplified?	
Is this a Charity Event?	∐Yes ∐no 1	If Yes, to Benefi			
Applicant Information	on				
Name: Wet			Hubbard		
Organization: $igcup$	cls radic	o station	Title: mo.	rketing manag	k-
Physical Address: 2	123 N.1	Nalnut	St. Bloor	nington IN Y	1404
Email Address:	shie keistar	hubbardas	Cyna Phone Numbe	r: 812-339-970	)O
Signature: Debuli	Keiser Der	beel	Date: 3-6-	18	
FOR CITY OF BLOOM	INGTON USE	DNLY			
In accordance with Se Public Works, the desi Noise Ordinance for th	gnee of the May	or of the City o			
BOARD OF PUBLIC WO	ORKS		1		
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Kyla Cox Deckard, Preside	ent	Kelly E	loatman, Vice-Presid	ent	
Date		Dana	Palazzo, Secretary	· · · · · · · · · · · · · · · · · · ·	

### Notice of Public Meeting Letter

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at 331 S. Washington Street, Bloomington, Indiana for WCLS Radio Station which is tentatively scheduled for Saturday, September 22, 2018 from 2:00 p.m. to 10:00 p.m.

The Board of Public Works meeting to hear this request will be held on Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N Morton St. (Room 115) at 5:30 p.m.

All persons interested in said proposal may be heard at the time as herein set out. If you would rather voice your opinion by phone, you may call 812-349-3410 or email <u>public.works@bloomington.in.gov.</u> Written or verbal objections filed prior to the hearing will be considered.

## BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

**PETITIONER:** WCLS Radio Station Date: January 29, 2018



# **2018 SPECIAL EVENT PERMITS APPLICATION PROCESS**

## Overview

A Special Event Permit is required if your gathering has any of the following elements:

- > 100 or more participants
- > Any advertising or sponsorship activities
- > Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- ➢ Tents
- ➢ Inflatables
- ➢ Stages
- ➢ Walk/Run/Parade
- Specific location reservations

#### To download the 2018 application forms for:

- > Special Event Permit
- B-Line /Clear Creek Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rental

#### Go to: https://bloomington.in.gov/parks/rentals/mobile-stages

### Permit Process

- 1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
- 2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the \$25 application fee.
- 3. Submit the completed application and \$25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax, call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.

<u>Please note:</u> Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2018 beginning at 8:00a.m. Applications submitted by mail, e-mail and fax, and all applications received prior to 8:00a.m. on January 3, 2018 will not be processed until January 4, 2018. Furthermore, only completed applications submitted with the \$25 application fee will be processed.

Entire Application Must Be Completed In Full

1



# 2018 Application, Agreement and Guidelines for Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least six weeks prior to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.

#### APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

WApplication for Rental Agreement WApplication Fee \$25/non-refundable

#### Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to: PO Box 848, Bloomington, IN 47402 or dropped off at 401 N. Morton St., Suite 250, Bloomington, IN 47402

#### Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

#### Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

#### Insurance:

During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

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

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 City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.



#### **Child Supervision:**

If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

#### Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

#### **Copyright:**

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

#### **Noise Permits:**

It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

#### Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

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

#### Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I Defaurch Keißke-Hildard, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

1/29/18 Date

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Debras Keist Asubcd

Entire Application Must Be Completed In Full

City of BLOOMINGTON parks and recreation
3. Name of event: WCW Fest
4. Type of event: (Please check as many as applicable)         Inconcert       Entertainment         Inconcert       Ent
All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at <u>http://bloomington.in.gov/maps/</u> *A copy of your proposed route must be attached to this application.
5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.)
, Hillin Mr
6. Requested Event Location: Park Name: third St. Park Waldrow, Hill Pawk Buckirk Park
Facilities in park (i.e. shelter, park, grounds, etc.): Park grounds & Stage
If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.
7. Requested date(s) and time(s) for event:
Event Activity Starting Ending Starting Ending Set-up Dismanile Date Date(s) Time Time Date/Time Date/Time
9/22/18 9/22/18 2:0000 9/22/18 9/22/18 9/22/18 9/22/18 9/22/18 9/22/18 9/22/18 9/22/18
<ul> <li>(a) Designated date for inclement weather? (rain date) Oyes Ono Ist time For this event.</li> <li>(a) Designated date for inclement weather? (rain date) Oyes Ono Ist time For this event.</li> <li>8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.): We estimate 500 Peak Attendance: Estimate S00 at time throughout de Ta.m. Op.m.</li> </ul>
8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.): We with March 500 Peak Attendance: EStimate 500 at time throughout de Ta.m. Op.m.
<ul> <li>9. Is this a first time event for you or the sponsoring organization at this location? Over Ono</li> <li>(a) If not how does this event differ from (a) similar event(s) in previous years(s)?</li> </ul>
(b) Attendence totals for last event. Daily (Attendence 1)
<ul> <li>(b) Attendance totals for last event: Daily Overall</li> <li>10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or</li> </ul>
flyer) PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION. Please list event web site if available. UPL WILL QUELT SE IF ON OUR MODIC STATION WELS, LECALD FIMES & UN SOCIAL MEDICA.
Well, Herald Times & On source means.

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\*Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

18. Will there be displays, literature, or other types of solicitation? yes If yes, please explain:

()no

Olisplay information 40 anons Man

Ives Ondebout their 19. Do you request access to the restrooms in the Allison Jukebox Community Center? business. (There is a minimum charge of \$30/hr to open the Jukebox for restroom use.)

All Allison Jukebox Community Center rentals require a deposit equal to 50% of rental cost

Please check all that is needed:

Activity Rooms (2 available)	Per Hour
Activity Room - Carpet	\$30 - \$50 per hour
Activity Room – Tile	\$30 - \$50 per hour
Restroom only with park use	\$25 - \$45 per hour
Whole Building (including kitchen)	\$50 - \$85 per hour

20. Are you providing additional portable toilets for your event?

-lat area grass. JW. \_\_\_\_ Location: (show on site map) How many? \_\_\_\_\_ 5 Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for

every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site: We plan to reach out t	N .
a local organization like the Bay scouts to assist 1	with
Person responsible for clean up: Keeping up with traish. Removal will I	likeli
Contact Name: O Be K&S trosh Company.	1
Phone Number: + We take responsibility to	
renous ne trash at the luc	<i>n</i> +

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

#### Security/Safety:

22. What are your plans for providing security, traffic and/or crowd control:

Contact Person:	SPEUL C	VOR		
Company Name	Brock	securit	27	
Contact Phone N	umber: $765$	-792-036	»5'	

**Futire Application Must Re Completed In Full** 



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# Board of Public Works Staff Report

Project/Event: Request to use Kirkwood on August 26th for Pridefest
Staff Representative: Sean Starowitz
Petitioner/Representative: Kyle Hayes
Event Date: August 25, 2018
Meeting Date: July 10, 2018

**\_Report:** The Bloomington PRIDE Pridefest is requesting an amendment to Resolution 2018-41 the use Kirkwood Avenue east side of Washington Street intersection through west side of Dunn St. intersection, as well as South Washington Street one half block to the north, and North Washington, one block to the south on Saturday, August 25, 2018 from 9:00 P.M. on Friday the 24th until 1:00 A.M. Sunday the 26th for its annual event. PRIDE agrees not to close E. Kirkwood Avenue from North Washington to North Lincoln until 1:00 p.m. on August 25<sup>th</sup> so that patrons will still have access to People's State Bank. This will be the third time Bloomington PRIDE has used Kirkwood Avenue for its Pridefest with around 10,000 Participants. The purpose of Pridefest is to create a safe, inclusive and supportive environment for celebration and education; support people (gender, sexuality, race, ethnicity, abilities, talents, etc); and to inspire and promote creativity in our diverse community. There will be interactive activities, food, alcohol, a stage for musicians, and vendor booths. A specific space will be designated for youth and families. An MOT has been included with the packet.

Event hours are 3:00 p.m. to 11:00 p.m. They are also requesting a Noise Permit as well during event hours. Many area and adjoining businesses have shown their support for both the event and the new location.

**Recommend** Approval Denial by Sean Starowitz

### CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AMENDED RESOLUTION 2018-41

### **PRIDEFEST BLOOMINGTON**

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

WHEREAS, Bloomington PRIDE has requested use of city streets to conduct a street event; and

WHEREAS, Bloomington PRIDE 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 and sidewalks may be utilized to conduct the Pridefest Bloomington event between the hours of 9:00 p.m. on Friday, August 24, 2018 until 1:00 a.m. on Sunday, August 26th, 2018: Kirkwood Avenue east side of Washington Street intersection through west side of Dunn St. intersection, as well as South Washington Street one half block to the north, and North Washington, one block to the south on Saturday, August 25, 2018 from 9:00 p.m., Friday the 24th until 1:00 a.m.. Sunday the 26th for its annual event. PRIDE agrees not to close E. Kirkwood Avenue from North and South Washington to North and South Lincoln until 1:00 p.m. on August 25, 2018.
- 2. The street closures outlined above are for the purposes of allowing Bloomington PRIDE to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 25th, 2018.
- 3. Bloomington PRIDE shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington PRIDE agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Bloomington PRIDE agrees to close the streets not before 9:00 p.m. on Friday, August 24th, 2018, and to remove barricades and signage by 1:00 a.m. on Sunday, August 26th, 2018. Bloomington Pride also agrees to not close East Kirkwood between North and South Washington Street and North and South Lincoln Street until 1 PM on Saturday, August 2 as set out in the MOT.
- 4. 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.
- 5. Bloomington PRIDE shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
- 6. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington PRIDE, 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 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") 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.

7. \_\_\_\_\_, 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:	<b>BLOOMINGTON PRIDE</b>
Kyla Cox Deckard, President	Signature
Beth Hollingsworth, Vice-President	Printed Name
Dana Palazzo, Secretary	Position

Date

# SPECIAL EVENT APPLICATION

July 1D



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

**Department of Public Works** 

812-349-3410

## **1. Applicant Information**

Contact Name:	Kyle Hayes		
Contact Phone:	812-251-6470	Mobile Phone:	
Title/Position:	Vice Chair, Board or	f Directors	
Organization:	Bloomington PRIDE		
Address:	Bloomington PRIDE P.O.	Box 554	
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	kyle.hayes@bloomingtonp	oride.org	
Organization E-Mail and URL:	info@bloomingtonpride.or	g	
Org Phone No:	N/A	Fax No:	N/A

## 2. Any Other Organizations Involved (including Food Vendors if applicable)

Organization Name:	
Address:	•
City, State, Zip:	
Contact E-Mail Address:	
Phone Number:	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	Metered Parking Space( Parade Other (Expla		Ik X Festival 🛛	Block Party
Date(s) of Event:	Saturday, Augu	ıst 25th, 2018		
Time of Event:	Date: 08/25/2018 08/25/2018		art: 3:00 pm 00 pm	Date:
Setup/Teardown time Needed	Date: 08/24/2018 08/26/2018		9:00 pm 01:00 am	Date:
Calendar Day of Week:	Saturday			
Description of Event:	Pridefest is a street fe celebrates queer art a businesses, organizat LGBTQ+ community.	and culture by f	featuring local ar	tists,
Expected Number of	~10,000		ted # of vehicles:	

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

<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> </ul>
Notification to business/residents (copy of letter/flyer/other)

<ul> <li>A properly executed Maintenance of Traffic Plan</li> <li>Determine if No Parking Signs will be required</li> </ul>
Noise Permit (if applicable)

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

<ul> <li>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
Notification to business/residents (copy of letter/flyer/other)
Copy from Parks & Recreation of Approved Special Use Permit (if applicable)
Certificate of Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000
A properly executed Maintenance of Traffic Plan <ul> <li>Determine if No Parking Signs will be required</li> </ul>
Secured a Parade Permit from Bloomington Police Department (if applicable)
Noise Permit Application (if applicable)

# 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

<ul> <li>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</li> <li>The starting point shall be clearly marked <ul> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: barricades, security company, other law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul> </li> </ul>
Notification to business/residents (copy of letter/flyer/other)
Copy from Parks & Recreation Department of Approved Special Use Permit (if applicable)
<ul> <li>A properly executed Maintenance of Traffic Plan</li> <li>Determine if No Parking Signs will be required</li> </ul>

	Noise Permit (if applicable)
	Beer & Wine Permit (if applicable)
	Certificate of Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000
3	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

# 8.

CHECKLIST

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

# For City Of Bloomington Use Only

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



# **NOISE PERMIT**

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

CITY OF BLOOMINGTON 8

## **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

Name of Event:	Pridefest				
Location of Event:	Kirkwood A	venue betwee	Walnut Street and Grant Street		
Date of Event:	08/25/2018			Start:	03:00 pm
Calendar Day of Week:	Saturday		Time of Event:	End: pm	11:00
Description of Event:	Pridefest is a street festival, hosted by Bloomington PRIDE which celebrates queer art and culture by featuring local artists, businesses, organizations, and nonprofits to support the local LGBTQ+ community.				
Source of Noise:	□X Live Band	□ X Instrument	□X Loudspeaker		be Amplified? □No
Is this a Charity Event?	□Yes □No If Yes, to Benef		fit:		
Applicant Informa	tion				
Manage	Kula Havaa				

## **Event and Noise Information**

Name:	Kyle Hayes		
Organization:	Bloomington PRIDE	Title: Vice Chair, Board of Directors	
Physical Address:	920 N. Woodbridge Dr. Bloomington, IN. 47408		

Email Address: kyle.hayes@bloomingtonpride.org		Phone Number:	812-251- 6470	
Signature:	Kyle Hayes	Date:06/21/2018		
In accordance Public Works, t	BLOOMINGTON USE ONLY with Section 14.09.070 of the Bloomin he designee of the Mayor of the City of the for the above mentioned event.			
BOARD OF PUB				
Kyla Cox Deckard		Kelly Boatman, Vice-President		
Date	Dana Pal	azzo, Secretary		



06/21/2018

Dear Downtown Business Owner,

On Saturday, August 25, 2018, Bloomington PRIDE plans to host our fifth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, refreshments, and activities for all ages. Much of our event's success is directly attributable to the welcoming and pedestrian-friendly nature of our city.

We expect this year's festival to draw **10,000+ attendees** to the downtown area. To accommodate our event, we are proposing a closure of Kirkwood Avenue from Walnut Street to Grant Street and half blocks north and south on Washington Street off Kirkwood Avenue starting the evening of Friday, August 24th. The day prior to the event will be used for set up.

While the streets are closed, we'd like to ensure that your business can capitalize on the large number of people participating in Pridefest. In the past, businesses have stationed booths and exterior signage to draw in visitors or have received print recognition as sponsors. If you'd like to discuss ways to partner with us, please contact us at info@bloomingtonpride.org.

The Board of Public Works will evaluate our proposal at its July 10th public meeting in City Hall at Showers Plaza. If you have any questions or concerns, I encourage you to contact us directly or to attend the Board of Public Works meeting. You can also call the Board of Public Works at 812-349-3410 or write to them at P.O. Box 100, 47402.

We greatly appreciate your support in helping us provide safe and inclusive spaces for members of the LGBTQ+ community and our allies!

Sincerely,



Kyle Hayes <kyle.hayes@bloomingtonpride.org>

## Fwd: Pride

Nate Williamson <nate.williamson@bloomingtonpride.org> To: Janae Cummings <chair@bloomingtonpride.org> Cc: kyle.hayes@bloomingtonpride.org Wed, Jun 20, 2018 at 3:48 PM

------ Forwarded message ------From: Kylene Williams <willobek@gmail.com> Date: Wed, Jun 20, 2018, 3:43 PM Subject: Pride To: nate.williamson@bloomingtonpride.org <rate.williamson@bloomingtonpride.org>

The CVS parking lot at 121 E. Kirkwood will be free for you to use.

Thanks, Kylene Williams Store Manager Cvs #10676



06/21/2018

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On Saturday, August 25<sup>th</sup>, 2018, Bloomington PRIDE plans to host our fifth annual Pridefest, a day-long celebration of the LGBTQ+ community with live performances, educational workshops, refreshments, and activities for all ages. Much of our event's success is directly attributable to the welcoming and pedestrian-friendly nature of our city.

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During this time, street parking will not be available and access via certain alleyways will be limited. We encourage you to give all business or residential clients and tenants ample notification of these temporary changes.

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We greatly appreciate your support in helping us provide safe and inclusive spaces for members of the LGBTQ+ community and our allies!

Sincerely,



# **BLOOMINGTON PRIDEFEST 2018 | PROPOSED STREET CLOSURES**

• E. KIRKWOOD AVE. from east side of Walnut St. intersection to west side of Grant St. intersection

• **S. WASHINGTON ST.** one half block north and south of Kirkwood Ave.

Google Maps washington and kirkwood



Washington & Kirkwood Bus Station

Kirkwood & Washington Bus Station

 50216 Lotus Garden

 4.0
 (21)

 Chinese · 110 S Washington St

 Open until 10:30 PM

Imagery ©2018 Google, Map data ©2018 Google 20 ft

Showing results 1 - 3



# Board of Public Works Staff Report

Project/Event:	Request for lane closures on E 3 <sup>rd</sup> Street
Staff Representative:	Sara Gomez
Petitioner/Representative:	Gilliatte General Contractors/ Tom Ritman
Date:	July 10 <sup>th</sup> , 2018

**Report:** Gilliatte General Contractors requested westbound and eastbound lane closures on E 3<sup>rd</sup> St between Walnut St and Washington St and a full closure of Washington St between 3<sup>rd</sup> and 4<sup>th</sup> St. The closures are being requested so Gilliatte may perform utility work including water, storm and sanitary sewer connections on E 3<sup>rd</sup> st as part of the Cityside Development Project. The full closure on Washington St would only be in place during the sanitary sewer and storm sewer work. The lane closures for the sanitary sewer would take place July 11<sup>th</sup>-July 12<sup>th</sup>, water line work would take place July 16<sup>th</sup>, and sanitary sewer work would take place August 1<sup>st</sup>. All work would be done between the hours of 8pm-6am.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors for the lane closures on E 3<sup>rd</sup> St between Walnut St and Washington St.

Recommend 🛛 Approval 🗌 Denial by

Sara Gomez


2515 Bloyd Avenue Indianapolis, IN 46218 317.638.3355 gilliatte.com

July 3, 2018

To The Board of Public Works:

#### RE: Cityside Project Bloomington, IN

Please accept this letter as a request to perform utility work in Third Street at 250 S. Washington Street, known as the Cityside project.

The work includes installing water mains, sanitary sewer mains, and storm structures.

We request to be included in the Board Meeting scheduled for July 10, 2018 seeking approval for this work.

We anticipate sanitary sewer work 7/11/18 and 7/12/18, water line work 7/16/18, and sewer work 8/1/18.

Attached are traffic control plans for the proposed work.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.

Thomas J. Ritman President

TJR/dmw

Attachment



2515 Bloyd Avenue Indianapolis, IN 46218 317.638.3355 gilliatte.com

## NOTICE OF

### **CONSTRUCTION ACTIVITIES**

PROJECT: CITYSIDE ADDRESS: 200 S. WASHINGTON STREET PROJECT SCHEDULE: SEPTEMBER 6, 2017 – AUGUST 15, 2018 WORK WITHIN PUBLIC RIGHTS-OF-WAY: 3<sup>RD</sup> STREET (SEE ATTACHED TRAFFIC FLOW PLAN)

#### **PUBLIC MEETING**

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS** 

DATE: JULY 10, 2018 AT 5:30 PM,

LOCATION: 401 N. MORTON STREET, SHOWERS BUILDING, CITY HALL COUNCIL CHAMBERS

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN** 

THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

<u>CONTRACTOR:</u> Gilliatte General Contractors Tom Ritman Email – <u>Tritman@gilliatte.com</u> Phone: 317-638-3355 DEVELOPER/OWNER: Cityside 123 LLC Suzanne O'Connell Email – <u>Suzanne@tenthandcollege.com</u>

Phone: 812-339-8777







#### For delivery information, visit our website at www.usps.com®



PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



#### U.S. Postal Service<sup>™</sup> CERTIFIED MAIL<sup>®</sup> RECEIPT Domestic Mail Only

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature       For delivery information, visit our website at www.usps.com*.         X       NASHVILLE TN 3721 A USPS.com*.         B. Received by (Printed Name)       C. Date         Gertified Mail Fee       \$3.45
1. Article Addressed to:	D. Is delivery address different from item fro
BFS Retail & Commercial Operations LLC 535 Marriott Dr. Nashville, TN 37214	Adult Signature Required \$ \$0.80 Adult Signature Restricted Delivery \$ Postage \$0.71 Statl Postage and Fees \$6.91 07/03/2018
9590 9402 2331 6225 4667 29	3. Service Type       Priority Ma         Adult Signature       Registered         Adult Signature Restricted Delivery       Registered         Certified Mail@       Refum Re- Merchand         Collect on Delivery Restricted Delivery       Signature         Collect on Delivery Restricted Delivery       Signature
2. Article Number Transfer from service label) 7017 1000 0000 3863 68	PS Form 3800 April 2015 PSN 7520 00 000 0017



5464\_South\_C702\_MT Utility Plan\_R7-03-18.sht 7/3/2018 11:37:15 AI









## Board of Public Works Staff Report

Project/Event: Graduate Hotel MOU Amendment Request.
Staff Representative: Dan Backler
Petitioner/Representative: Weddle Brothers Construction Group
Date: July 10, 2018

**Report:** The Graduate Hotel is an on-going construction project located at 210 E. Kirkwood Avenue. Weddle Brothers, the general contractor on the project, has an MOU with the Board of Public Works dated July 25, 2017 which outlines two phases of construction that impacts the public right-of-way. Phase I includes a walk-around on Kirkwood to accommodate pedestrians because the previous sidewalk, tree plot, and metered parking spaces are inside the construction zone. Phase I was to end July 26, 2018, with Phase II lasting through October 5, 2018. The intent of Phase II was to end the use of the walk-around and route pedestrians to the completed sidewalks along Lincoln Street and Kirkwood Avenue which would be immediately adjacent to the building.

Weddle Brothers requested an extension of Phase I through October 5, 2018 and the elimination of Phase II of the MOU. The request does not extend Weddle Brothers' use of the right-of-way past the original October 5<sup>th</sup> completion date. Weather conditions contributed to construction delays on the exterior of the building. Because the finished sidewalks will be built up to the building, Weddle is concerned about the safety of pedestrians if they were to walk beneath on-going exterior construction. Weddle is confident that continuing to route pedestrians through the walk-around until construction on the exterior of the building is complete is the safest option.

**Recommendation:** Staff recognizes the importance of safety in all construction projects as well as the disruption to the public that such projects can create. The request that Weddle is making is of minor disruption and would keep the public removed from active construction. Staff will continue to monitor the walk-around and expects continued cooperation from Weddle if any issues should arise. Staff recommends approval of the extension request.

Recommend 🛛 Approval 🗌 Denial by \_\_\_\_\_ Dan Backler

<u>First Amendment to</u> Memorandum of Understanding Between City of Bloomington Planning and Transportation Department And Weddle Bros. Building Group, LLC

The original Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Weddle Bros. Building Group, LLC, was approved by the Board on July 25, 2017, and outlined, the binding conditions placed upon and agreed to by Weddle Bros. Building Group, LLC, in exchange for use by Weddle Bros. Building Group, LLC, its agents and subcontractors, of certain public right of way during the construction of the Graduate Bloomington Hotel at 210 E. Kirkwood Avenue in Bloomington, Indiana (hereinafter the "Construction Site"). <u>This first Amendment extends the date of completion of Phase</u> <u>I, which was originally set for July 26, 2018. This amendment appears in bold,</u> <u>underscored type. All terms of the original MOU remain in full force and effect.</u>

A Memorandum of Agreement (Agreement) between the City of Bloomington and Graduate Bloomington Owner LLC, developer of the Graduate Bloomington Hotel, was entered into contemporaneously with the original MOU.

- 1. This MOU shall be effective as of July 26, 2017, and shall cover the time period from July 26, 2017, through October 5, 2018, inclusive.
- Planning and Transportation shall allow Weddle Bros. Building Group, LLC, to block and restrict right of way from general public usage as illustrated in Exhibit A, Graduate Hotel Traffic Maintenance Plan, Sheet Number C206, for Phase I and Phase II of the construction of the Graduate Bloomington Hotel. Phase I shall begin on July 26, 2017, and end on <u>October 5, 2018</u>. <u>There shall be no Phase II</u>. Exhibit A is attached hereto and incorporated herein.
- 3. Weddle Bros. Building Group, LLC, shall install decorative or artistic features upon the fence and barricades surrounding the Construction Site for the term of this MOU. Such features may be funded by the commitments made in the Agreement. The selection and placement of said features shall be approved by the Bloomington Arts Commission.
- 4. Any right of way use requests outside of those contained in Exhibit A shall require additional City approval prior to any work being done outside of the Construction Site. Weddle Bros. Building Group, LLC, shall provide the City with a minimum of four (4) working days' notice for staff level consideration and two (2) calendar weeks' notice for Board of Public Works consideration. Weddle Bros. Building Group, LLC may pursue Planning and Transportation Department staff level approval to modify the vehicular delivery access pattern and Maintenance of Traffic plan if the

trees along the site's Lincoln Street frontage are removed, provided modifications do not impose additional impacts to the public right of way.

- 5. Weddle Bros. Building Group, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
- 6. Weddle Bros. Building Group, LLC, shall install and maintain, to the satisfaction of Planning and Transportation, all traffic control devices associated with providing notice to the public of restrictions on right of way usage. Such devices shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Weddle Bros. Building Group, LLC, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation. Maintenance shall include snow and debris removal so as to provide accessible pedestrian access.
- 7. Weddle Bros. Building Group, LLC, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which replacement shall be performed by Weddle Bros. Building Group, LLC.
- 8. Weddle Bros. Building Group, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible considering weather and the availability of asphalt. Weddle Bros. Building Group, LLC, shall restore such right of way and improvements to as good a condition or better as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Weddle Bros. Building Group, LLC, their employees, agents, contractors and subcontractors.
- 9. Both of the trees along the Construction Site's Lincoln Street frontage may be removed for construction purposes to aid in the minimization of construction impacts by Weddle Bros. Building Group, LLC. Weddle Bros. Building Group, LLC, agrees to bear all costs related to the removal and subsequent replacement of a tree or trees to the satisfaction of the City. The City's Urban Forester would determine the type of appropriate replacement tree(s) from the approved street tree species list contained in the City of Bloomington Tree Work Manual, and Planning and Transportation Department staff will approve the location and quantity of trees.

- 10. Weddle Bros. Building Group, LLC, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 11. Weddle Bros. Building Group, LLC, agrees that no parking, stopping, standing, loading or unloading of any and all vehicles or materials is to occur within the public right of way and outside the allowed closure area for this project identified in Exhibit A. No staging shall occur on City right of way outside of the Construction Site.
- 12. Weddle Bros. Building Group, LLC, shall coordinate with and accommodate Board of Public Works' approved special events including, but not limited to, Lotus World Music and Arts Festival, The Fourth Street Festival, the Fourth of July Parade, The Taste of Bloomington, Arts on the Square, Strawberry Festival, Canopy of Lights, City of Bloomington's Farmers' Market, City of Bloomington Holiday Market, and shall also coordinate with and accommodate adjacent property needs, all to the City's satisfaction including, but not limited to, dumpster access, utility access and impacts to private parking and shall coordinate with and accommodate IU regarding their Homecoming and student move in and move out.
- 13. Weddle Bros. Building Group, LLC, acknowledges that it may need to limit deliveries or modify its Maintenance of Traffic Plan as directed by the City when the special events listed above are occurring, in order to accommodate activity which is needed by and during the special event.
- 14. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 15. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project or from making any modification to the terms of this MOU, in addition to any remedy or action spelled out in this MOU or available under law.
- 16. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 17. Weddle Bros. Building Group, LLC, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any

other type of claim which my occur as a result of Weddle Bros. Building Group, LLC,'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party. This indemnity does not cover any indemnified party for any claim or cause of actions due to its sole negligence.

- 18. Weddle Bros. Building Group, LLC, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of East Kirkwood Avenue as well as the west side of North Lincoln Street and directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Weddle Bros. Building Group, LLC,'s replacement of the meter posts.
- 19. Weddle Bros. Building Group, LLC, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Weddle Bros. Building Group, LLC, has requested a term of approximately fourteen (14) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Nine Thousand, Nine Hundred Ninety-Three Dollars and Zero Cents (\$29, 993.00). Weddle Bros. Building Group, LLC, shall incur meter fees of Eighty-Four Dollars and Zero Cents (\$84.00) per day for each working day after October 5, 2018, that Weddle Bros. Building Group, LLC, continues to use public right of way.
- 20. Prior to beginning work, Weddle Bros. Building Group, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 21. Weddle Bros. Building Group, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
- 22. Michael A. Hemmerling, Vice President of Weddle Bros. Building Group, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

#### **City of Bloomington**

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

# Weddle Bros. Building Group, LLC

By: \_\_\_\_\_ Michael A. Hemmerling, Vice President

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

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

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

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

By: \_\_\_\_\_ John Hamilton, Mayor City of Bloomington

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



WEDDLE BROS.<sup>®</sup> BUILDING GROUP, LLC

A Weddle Bros.® Construction Company 1201 WEST THIRD STREET • P.O. BOX 1330 • BLOOMINGTON, IN 47402-1330 PHONE (812) 339-9500 • FAX (812) 339-4260 • www.weddlebros.com

July 3, 2018

Planning and Transportation Department and Board of Public Works City of Bloomington, IN

Re: Graduate Hotel - MOU Extension Request

To Whom It May Concern:

Weddle Bros respectfully requests an extension to Phase I of the Memorandum of Understanding between City of Bloomington Planning and Transportation Department and Weddle Bros. Building Group, LLC dated 7/25/17. This request would move the Phase I end date of 7/26/18 to the Phase II end date of 10/5/18. The Phase II end date of 10/5/18 would remain unchanged.

The reason for this request is due to the building exterior schedule challenges introduced by the vast number of unforeseen rain events experienced thus far this spring / summer. The building products specified for this project rely on dry substrate for application. Each rain event has delayed application of these products 2-3 days.

The accumulation of these delays have pushed building façade activity succession 2 months. These building façade delays have therefore pushed Phase I related exterior hardscape/landscape projected completion past the original planned date of 7/25/18 to 10/5/18.

Weddle acknowledges that the walk-around currently occupies 7 metered parking spaces. Weddle also acknowledges that a payment of \$12/meter/day will be paid to the City immediately upon the Board of Public Work's approval of this extension.

The safety of the public is critical and we believe extending phase I is the best scenario at this time. Weddle will maintain excellent temporary sidewalk access along Kirkwood Ave during the Phase I extension time period. Weddle suggests a walk-thru be completed in early August 2018 with City representatives to ensure all are comfortable with access prior to the start of IU's Fall Semester.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely, Weddle, Bros. Building Group, LLC Michael A. Hemmering

Vice President

Cc: Blake Rowe, WBBG File



#### Memorandum of Understanding Between City of Bloomington Planning and Transportation Department and Weddle Bros. Building Group, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation"), by and through the Board of Public Works, and Weddle Bros. Building Group, LLC, outlines the binding conditions placed upon and agreed to by Weddle Bros. Building Group, LLC, in exchange for use by Weddle Bros. Building Group, LLC, its agents and subcontractors, of certain public right of way during the construction of the Graduate Bloomington Hotel, at the real property located at 210 East Kirkwood Avenue on the south side of East Kirkwood Avenue between North Lincoln Street and Peoples State Bank in Bloomington, Indiana (hereinafter the "Construction Site").

A Memorandum of Agreement (Agreement) between the City of Bloomington and Graduate Bloomington Owner LLC, developer of the Graduate Bloomington Hotel, is being entered into contemporaneously with this MOU. Authorization for Weddle Bros. Building Group, LLC, to proceed under this MOU and for Graduate Bloomington Owner LLC to proceed under the Agreement is contingent upon the full execution of both documents.

- 1. This MOU shall be effective as of July 26, 2017, and shall cover the time period from July 26, 2017, through October 5, 2018, inclusive.
- Planning and Transportation shall allow Weddle Bros. Building Group, LLC, to block and restrict right of way from general public usage as illustrated in Exhibit A, Graduate Hotel Traffic Maintenance Plan, Sheet Number C206, for Phase I and Phase II of the construction of the Graduate Bloomington Hotel. Phase I shall begin on July 26, 2017, and end on July 25, 2018. Phase II shall begin on July 26, 2018, and end of October 5, 2018. Exhibit A is attached hereto and incorporated herein.
- 3. Weddle Bros. Building Group, LLC, shall install decorative or artistic features upon the fence and barricades surrounding the Construction Site for the term of this MOU. Such features may be funded by the commitments made in the Agreement. The selection and placement of said features shall be approved by the Bloomington Arts Commission.
- 4. Any right of way use requests outside of those contained in Exhibit A shall require additional City approval prior to any work being done outside of the Construction Site. Weddle Bros. Building Group, LLC, shall

provide the City with a minimum of four (4) working days' notice for staff level consideration and two (2) calendar weeks' notice for Board of Public Works consideration. Weddle Bros. Building Group, LLC may pursue Planning and Transportation Department staff level approval to modify the vehicular delivery access pattern and Maintenance of Traffic plan if the trees along the site's Lincoln Street frontage are removed, provided modifications do not impose additional impacts to the public right of way.

- 5. Weddle Bros. Building Group, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
- 6. Weddle Bros. Building Group, LLC, shall install and maintain, to the satisfaction of Planning and Transportation, all traffic control devices associated with providing notice to the public of restrictions on right of way usage. Such devices shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Weddle Bros. Building Group, LLC, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation. Maintenance shall include snow and debris removal so as to provide accessible pedestrian access.
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- 8. Weddle Bros. Building Group, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible considering weather and the availability of asphalt. Weddle Bros. Building Group, LLC, shall restore such right of way and improvements to as good a condition or better as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Weddle Bros. Building Group, LLC, their employees, agents, contractors and subcontractors.
- 9. Both of the trees along the Construction Site's Lincoln Street frontage may be removed for construction purposes to aid in the minimization of construction impacts by Weddle Bros. Building Group, LLC. Weddle Bros. Building Group, LLC, agrees to bear all costs related to the removal

and subsequent replacement of a tree or trees to the satisfaction of the City. The City's Urban Forester would determine the type of appropriate replacement tree(s) from the approved street tree species list contained in the City of Bloomington Tree Work Manual, and Planning and Transportation Department staff will approve the location and quantity of trees.

- 10. Weddle Bros. Building Group, LLC, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 11. Weddle Bros. Building Group, LLC, agrees that no parking, stopping, standing, loading or unloading of any and all vehicles or materials is to occur within the public right of way and outside the allowed closure area for this project identified in Exhibit A. No staging shall occur on City right of way outside of the Construction Site.
- 12. Weddle Bros. Building Group, LLC, shall coordinate with and accommodate Board of Public Works' approved special events including, but not limited to, Lotus World Music and Arts Festival, The Fourth Street Festival, the Fourth of July Parade, The Taste of Bloomington, Arts on the Square, Strawberry Festival, Canopy of Lights, City of Bloomington's Farmers' Market, City of Bloomington Holiday Market, and shall also coordinate with and accommodate adjacent property needs, all to the City's satisfaction including, but not limited to, dumpster access, utility access and impacts to private parking and shall coordinate with and accommodate IU regarding their Homecoming and student move in and move out.
- 13. Weddle Bros. Building Group, LLC, acknowledges that it may need to limit deliveries or modify its Maintenance of Traffic Plan as directed by the City when the special events listed above are occurring, in order to accommodate activity which is needed by and during the special event.
- 14. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 15. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project or from making any modification to the terms of this MOU, in addition to any remedy or action spelled out in this MOU or available under law.

- 16. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 17. Weddle Bros. Building Group, LLC, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of Weddle Bros. Building Group, LLC,'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party. This indemnity does not cover any indemnified party for any claim or cause of actions due to its sole negligence.
- 18. Weddle Bros. Building Group, LLC, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of East Kirkwood Avenue as well as the west side of North Lincoln Street and directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Weddle Bros. Building Group, LLC,'s replacement of the meter posts.
- 19. Weddle Bros. Building Group, LLC, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Weddle Bros. Building Group, LLC, has requested a term of approximately fourteen (14) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Nine Thousand, Nine Hundred Ninety-Three Dollars and Zero Cents (\$29, 993.00). Weddle Bros. Building Group, LLC, shall incur meter fees of Eighty-Four Dollars and Zero Cents (\$84.00) per day for each working day after October 5, 2018, that Weddle Bros. Building Group, LLC, continues to use public right of way.
- 20. Prior to beginning work, Weddle Bros. Building Group, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 21. Weddle Bros. Building Group, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

22. Michael A. Hemmerling, Vice President of Weddle Bros. Building Group, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington** 

By: \_

Kyla Cox Deckard, President Board of Public Works

Date: 7.25.2017

By:

Terri Porter, Director Planning and Transportation Dept.

25 Date:

By: John amilton M Date:

Weddle Bros. Building Group, LLC

By: Michael A. Hemmerling,

Vice President

7/25/17 Date: \_\_\_\_\_





# Board of Public Works Staff Report

Project/Event:	Request to install permanent encroachments in the right-of- way at 105 S. Rogers St.
Petitioner/Representative:	Lotus Education and Arts Foundation, Inc.
Staff Representative:	Dan Backler
Date:	July 10, 2018
	•

**Report:** Lotus Education and Arts Foundation, Inc., has been renovating the property at 105 S. Rogers Street. Lotus has received all necessary approvals so far, including a Certificate of Appropriateness (COA) from the Bloomington Historic Preservation Commission. The western portion of the building is roughly 34' long and encroaches about 18" into the right-of-way. The petitioner would also like to add two features that would encroach into the right-of-way: one canopy which will be 5' long, extend 4' beyond the face of the building, and be over 8' feet above the sidewalk as well as a glass display case for a bulletin board which will be 18" by 24" and extend 3-4" beyond the face of the building.

**Recommendation and Supporting Justification:** The encroachment of the building into the public right-of-way on the western end has been existing for decades but was never recorded. The canopy and display case cannot avoid encroachment into the right-of-way because the building is already encroaching. Staff recommends approval of the encroachment agreement.

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

#### BOARD OF PUBLIC WORKS RESOLUTION 2018- 75

#### Encroachment with Building, Display Case, and Canopy

WHEREAS, Lotus Education and Arts Foundation, Inc., (hereinafter "Owner") owns the real property at 105 South Rogers Street, which real estate is more particularly described in a deed recorded as Instrument No. 2015013497 and in a real estate conveyance agreement recorded as Instrument No. 2015013488 in the Office of the Recorder of Monroe County (hereinafter "Property"); and

**WHEREAS**, the building on the Real Estate has remained in existence in its current location since construction; and

**WHEREAS**, the western portion of the existing building is encroaching eighteen inches (18") by thirty-four feet (34') into the public right of way; and

**WHEREAS**, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: one (1) canopy and one (1) display case. The canopy will be no less than eight feet (8') above the walkway and will extend into the public right of way four feet (4') past the face of the building and be five feet (5') long. The display case will be located immediately adjacent to the walk-in front entrance and be eighteen inches (18") by twenty-four inches (24") and be encroaching three inches (3") past the face of the building into the right of way. The base of the display case will be located four feet (4') above the walkway.

WHEREAS, the City neither desires nor intends to vacate this right of way; and

**WHEREAS,** the existing building and the proposed structures do not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

**WHEREAS,** the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

#### NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

- 1. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
- 2. The encroachments 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.

- 3. 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.
- 4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
- 5. 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 encroachments are undesirable in terms of the general welfare of the City.
- 6. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
- 7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
- 8. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
- 9. 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.

- 10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Lotus Education and Arts Foundation, Inc.; 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.
- 11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Lotus Education and Arts Foundation, Inc., expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 12. Sunni Fass, as Executive Director of Lotus Education and Arts Foundation, Inc., agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

<b>Board of Public Works</b>	Lotus Education and Arts Foundation Inc.
By: Kyla Cox Deckard	By: Sunni Fass, Executive Director
By: Beth H. Hollingsworth	Date:
By: Dana Palazzo	
Date:	

STATE OF INDIANA ) ) SS: COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

Notary Public Signature

Printed Name

#### STATE OF INDIANA ) ) SS: COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Sunni Fass, Executive Director of Lotus Education and Arts Foundation, Inc., who acknowledged the execution of the foregoing Resolution as her voluntary act and deed.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

Notary Public Signature

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 Moore

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

UTILITY NOTES 9. បា ŝ -7. œ , o <u>10</u> MS.; IF SHOWN ON THE PLANS, MINIMUM SEWER ELEVATION. IT INDICATES THE LOWEST FLOOR ELEVATION THAT WILL ALLOW GRAVITY SEWER CONNECTION WITHOUT A SPECIAL BLACK WATER VALVE. ANY FLOOR ELEVATION THAT WILL BE SERVED BY GRAVITY SEWER MUST BE ABOVE THE RIM ELEVATION OF THE UPSTREAM SANITARY MANHOLE. IF NOT A BACKWATER VALVE MUST BE INSTALLED ACCORDING TO THE UNIFORM PLUMBING CODE. SEE DRAWINGS & SPECIFICATIONS FOR SIZES OF WATER SERVICE LINES AND SEWER LATERALS NOT SPECIFICALLY NOTED ON THE PLANS. ALL EXISTING SANITARY MAINS, WYES SHALL BE CUT AND SLEEVED IN PLACE BY CITY OF BLOOMINGTON UTILITIES PERSONNEL WITH THE CITY OF BLOOMINGTON UTILITIES FURNISHING ALL MATERIAL, EQUIPMENT, AND LABOR NECESSARY FOR INSTALLATION. DEVELOPER SHALL PROVIDE ALL NECESSARY EXCAVATION, SHORING, BACKFILL, AND SURFACE REPAIR. PLEASE CONTACT BYRON REINHOLD AT (812) 349–3627 FOR MORE INFORMATION. IN ACCORDANCE WITH SECTION 4.5.2.1.5.1 OF THE CBU CONSTRUCTION SPECIFICATIONS ALL SEWER LATERALS SHALL HAVE ALL CLEAN-OUTS. THE SHALL BE IN GRASSY AREAS OR IN PAVEMENT & SHALL BE SUB-SURFACE AND PROTECTED BY A SUITABLE METAL CASTING SUCH AS EAST JORDAN CATALOGUE NO. R-1974-A. IN GRASSY AREAS. THE CASTING SHALL BE PROVIDED WITH A CIRCULAR CONCRETE COLLAR FLUSH WITH THE TOP OF THE CASTING ON ALL SIDES. IN PAVEMENT, THE TOP OF THE CASTING SHALL BE MINIMUM 6" THICK AND SHALL EXTEND AT LEAST 8" BEYOND THE OUTSIDE ON THE CASTING ON ALL SIDES. IN PAVEMENT, THE TOP OF THE CASTING SHALL BE MINIMUM 6" THICK AND SHALL EXTEND AT LEAST 8" BEYOND THE OUTSIDE ON THE CASTING ON ALL SIDES. IN PAVEMENT, THE TOP OF THE CASTING SHALL BE FLUSH WITH THE SURROUNDING PAVEMENT. THE TOP OF THE CLEAN-OUT SHALL BE NO MORE THAN 3" BELOW THE TOP OF THE CASTING. A #10 INSULATED SOLID COPPER LOCATER WIRE SHALL BE WRAPED AROUND ALL NON-METALLIC PIPES SO THAT ONE REVOLUTION IS MADE AT LEAST EVERY PIPE JOINT. SPLICES ARE TO BE MADE WITH AN APPROVED ACONNECTOR, AND ARE TO BE SUITABLY PROTECTED AGAINST CORROSION. THE WIRE IS TO BE BROUGHT TO THE SURFACE WITH A CLEAN-OUT IN A CASTING. ALSO SEE THE CBU CONSTRUCTION SPECIFICATIONS FOR THE " STANDARD SANITARY LATERAL CLEAN-OUT DETAIL #19" when connecting a new pipe to an existing man hole, the man hole shall be core-drilled. Pipe shall be connected to the man hole by either a flexible boot kor-n-seal 1 or 2 flexible connector or approved equal. Table and trough shall be modified as necessary to direct to the flow from the new pipe. Invert of connection shall be no more than one foot higher than the invert out for this structure. Contractor shall notify the city of bloomington utilities engineering dept. ONE (1) working day prior to construction of any water, storm, or sanitary sewer utility work. A CBU inspector must have notice so work can be inspected, documented, & proper as-built made. When a contractor will perform work on a weekend, a CBU designated holiday, or beyond normal CBU work hours, the contractor shall pay the inspectors overtime. For CBU work hours & Holiday information, please contact the City of bloomington utilities engineering dept. @ (812) 349-3660. ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN O (812) 349-3633 to schedule a meeting. ALL D.I.P. USED FOR SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING, MINIMUM THICKNESS 40 MILS, AND SHALL BE PROTECTED 401, AS MANUFACTURED BY INDURON PROTECTIVE COATINGS. WYES FOR D.I.P. SHALL BE HARCO D.I.P. TO SDR-35 ADAPTER WYES. WHEREVER C900 PIPE IS USED FOR SEWER, ALL WYES SHALL BE HARCO, SIZED FOR C900 ON THE RUN AND SDR-35 ON THE BRANCH. TRANSITION FROM C900 TO SDR-35 PIPE SHALL BE MADE BY USE OF A HARCO C-900 TO SDR-35 ADAPTER WYES. A PERMANENT INDICATING VALVE IS TO BE INSTALLED 12" ABOVE THE FLOOR ON THE FIRE LINE AT THE TERMINATING POINT. THIS VALVE WILL BE USED TO HYDROSTATIC PRESSURE TEST AGAINST, AND WILL REMAIN AS PART OF THE SYSTEM ONCE ALL IS COMPLETE. THE LINE WILL NOT BE DISMANTLED FOR CONNECTION TO THE FIRE SUPPRESSION SYSTEM.

J:\CURRENT2014\Commercial\Firehouse\Design\Concept\111314\AS101 Site Plan.dwg, AS101, 11/24/2014 3:13:07 PN



walk in Row - 18"x walk in Row - 18"x	12' PLATTED ALLEY
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#### EXHIBIT A

### Google Maps N College Ave & W 7th St



Imagery ©2018 Google, Map data ©2018 Google 50 ft L

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# Board of Public Works Staff Report

Project/Event:	Request to use of the public right-of-way for building maintenance and memorandum of understanding at 245 N College Avenue. (Hilton Garden Inn building).
Staff Representative:	Dan Backler
Petitioner/Representative:	Troy Bell, All Phase Remodeling and Restoration Inc.
Date:	7/10/2018

**Report:** All Phase Remodeling and Restoration Inc. is proposing to erect a pedestrian protection system while working on the exterior façade of the Hilton Garden Inn from July 11, 2018 until September 15, 2018 to allow for pedestrian traffic to be maintained during the work. The protection system will consist of scaffolding which will be covered on three sides by <sup>3</sup>/<sub>4</sub>" plywood and will be lighted inside. The City is requiring the contractor to sign a memorandum of understanding (MOU) which will detail the use of the right-of-way. The MOU includes hold harmless language to indemnify the City during work.

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

Recommend 🛛 Approval 🗌 Denial by \_\_\_\_\_ Dan Backler

#### Memorandum of Understanding Between City of Bloomington Planning and Transportation Department And All Phase Remodeling & Restoration Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereinafter "Planning and Transportation") and All Phase Remodeling & Restoration Inc., outlines the binding conditions placed upon and agreed to by All Phase Remodeling & Restoration Inc., in exchange for use by All Phase Remodeling & Restoration Inc., its agents and subcontractors, of certain public right of way (as depicted in Exhibit "A") during the restoration work on the Hilton Garden Inn building, at 245 N. College Avenue in Bloomington, Indiana (hereinafter the "Work Zone").

- 1. This MOU shall cover the time period from July 11, 2018, through September 15, 2018, inclusive.
- 2. Planning and Transportation shall allow All Phase Remodeling & Restoration Inc., to restrict from general public usage the Work Zone as depicted in Exhibit "A", attached hereto and incorporated herein.
- 3. All Phase Remodeling & Restoration Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
- 4. All Phase Remodeling & Restoration Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Work Zone, All Phase Remodeling & Restoration Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 5. All Phase Remodeling & Restoration Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Work Zone through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by All Phase Remodeling & Restoration Inc.
- 6. All Phase Remodeling & Restoration Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to

the reasonable satisfaction of the Department of Public Works as soon as practicably possible. All Phase Remodeling & Restoration Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by All Phase Remodeling & Restoration Inc., their employees, agents, contractors and subcontractors.

- 7. All Phase Remodeling & Restoration Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Work Zone area.
- 9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 10. Nothing in this MOU shall be construed as replacement for or removal of requirements of any additional permits or permissions that are otherwise required for this project.
- 11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 12. All Phase Remodeling & Restoration Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of All Phase Remodeling & Restoration Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
- 13. Prior to beginning work, All Phase Remodeling & Restoration Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 14. All Phase Remodeling & Restoration Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

15. Troy Bell, Owner of All Phase Remodeling & Restoration Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

#### City of Bloomington

# All Phase Remodeling & Restoration Inc.

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

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

Troy Bell, Owner

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

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

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

Terri Porter, Director Planning and Transportation Dept.

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

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

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



Daniel Backler <backlerd@bloomington.in.gov>

### All Phase Remodeling / Hilton Garden Inn / Applications

1 message

Troy Bell <allphaseremrest@sbcglobal.net> Reply-To: Troy Bell <allphaseremrest@sbcglobal.net> To: "backlerd@bloomington.in.gov" <backlerd@bloomington.in.gov>

#### Mr. Backler,

Please review and process the attached applications for my project at the Hilton Garden Inn 245 N. College Ave. Bloomington, IN 74704. I have attached photos of the loading zone area and a pdf of the type of overhead sidewalk protection. I am not applying for the parking meters as we discussed yesterday as I have found alternative parking for the lift gate truck. I will only need to utilize the hotels existing loading zone. The application requested exact dates for the loading zone and sidewalk protection. It is hard for me to know the exact dates at this time. However, I can say that if we are given from 7-13-18 thru 8-31-18, we should be able to accomplish all of our duties for the hotel. I can always update or extend if we have any delays. The hotel engineer believes that the loading zone is for their use anyway, but I want to make sure that we have all approvals in tact.

Thank You,

Troy Bell President All Phase Remodeling & Restoration Inc. 1717 S Hampton Rd. Glenn Heights, TX 75154 Office: 972-223-0859 Cell: 469-265-6688 allphaseremrest@sbcglobal.net

6 attachments

Tue, Jun 26, 2018 at 2:29 PM
https://mail.google.com/mail/u/1/?ui=2&ik=744942ade0&jsver=6HPtoh-TLvo.en.&cbl=gmail...



Hilton Loading Zone.jpg 152K



Hilton 7th st sidewalk protection area.jpg 151K



Hilton College street sidewalk protection area.jpg 186K



Hilton College street sidewalk protection area 2.jpg 173K

- Hilton Garden Inn Applications.pdf 212K
- Scaffold-217 O.H.P. 3.1.17 (1).pdf 418K



Daniel Backler <backlerd@bloomington.in.gov>

Fri, Jul 6, 2018 at 12:43 PM

# **Re: All Phase Remodeling / Hilton Garden Inn / Applications**

1 message

Troy Bell <allphaseremrest@sbcglobal.net> Reply-To: Troy Bell <allphaseremrest@sbcglobal.net> To: Dan Backler <backlerd@bloomington.in.gov>

Just to advise that the Weights are 2'x4' concrete blocks that weigh 2500 lbs. They will be set in place by a small forklift on site. I will have flag men while placing them.

Thank You,

Troy Bell President All Phase Remodeling & Restoration Inc. 1717 S Hampton Rd. Glenn Heights, TX 75154 Office: 972-223-0859 Cell: 469-265-6688 allphaseremrest@sbcglobal.net

On Friday, July 6, 2018 11:40 AM, Dan Backler <backlerd@bloomington.in.gov> wrote:

It's the same form (attached), I just need you to give the updated dates. I'll update the information in the Memorandum of Understanding. If there is any other information I should include in the presentation, please let me know.

Thanks,

Dan

On Fri, Jul 6, 2018 at 12:16 PM, Troy Bell <allphaseremrest@sbcglobal.net> wrote:

# Sir,

We Have had a minor set back with the staging of swing stage scaffolds on the building. The rooftop anchors have failed a safety stress test. Therefore we will be needing to sit Dead Man Concrete Blocks next to the building for safety line tie backs. They will not block the sidewalk completely. An area around these blocks will be designated a safety zone. And now the length of time on our project has extended to 9-15-18. Will you send me the paperwork I need to submit information to Planning and Transportation? And, how long will that take? We had hoped to begin bringing this equipment on to the site on 7-11-18.

Thank You,

Troy Bell President All Phase Remodeling & Restoration Inc. 1717 S Hampton Rd. Glenn Heights, TX 75154 Office: 972-223-0859 Cell: 469-265-6688 allphaseremrest@sbcglobal.net

On Friday, July 6, 2018 11:00 AM, Dan Backler <backlerd@bloomington.in.gov> wrote:

Mr. Bell, Attached is the Memorandum of Understanding for your approval.

Let me know if you have any questions.

## Dan

On Tue, Jul 3, 2018 at 4:17 PM, Troy Bell <allphaseremrest@sbcglobal.net > wrote: Yes sir I am President and Owner.

Thank You,

Troy Bell

President All Phase Remodeling & Restoration Inc. 1717 S Hampton Rd. Glenn Heights, TX 75154 Office: 972-223-0859 Cell: 469-265-6688 allphaseremrest@sbcglobal.net

On Jul 3, 2018, at 1:11 PM, Dan Backler <backlerd@bloomington.in.gov> wrote:

Mr. Bell,

I am putting together a Memorandum of Understanding that will be part of the Board of Public Works' approval of this proposal. I will provide you with a draft for your approval prior to the Board meeting. It will need to be signed by an owner/president/vice-president of the company. Am I correct that you are an owner of the company?

Thanks,

Dan

On Tue, Jun 26, 2018 at 2:29 PM, Troy Bell <allphaseremrest@sbcglobal.net > wrote:

Mr. Backler,

Please review and process the attached applications for my project at the Hilton Garden Inn 245 N. College Ave. Bloomington, IN 74704. I have attached photos of the loading zone area and a pdf of the type of overhead sidewalk protection. I am not applying for the parking meters as we discussed yesterday as I have found alternative parking for the lift gate truck. I will only need to utilize the hotels existing loading zone. The application requested exact dates for the loading zone and sidewalk protection. It is hard for me to know the exact dates at this time. However, I can say that if we are given from 7-13-18 thru 8-31-18, we should be able to accomplish all of our duties for the hotel. I can always update or extend if we have any delays. The hotel engineer believes that the loading zone is for their use anyway, but I want to make sure that we have all approvals in tact.

Thank You,

Troy Bell
President
All Phase Remodeling & Restoration Inc
1717 S Hampton Rd.

# Glenn Heights, TX 75154

Office: 972-223-0859 Cell: 469-265-6688 allphaseremrest@sbcglobal.net

--Daniel A. Backler, P.E. City Of Bloomington Planning and Transportation Department Public Improvements Manager Office: 812-349-3522 Cell: 812-327-3035 Fax: 812-349-3520

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Daniel A. Backler, P.E. City Of Bloomington Planning and Transportation Department Public Improvements Manager Office: 812-349-3522 Cell: 812-327-3035 Fax: 812-349-3520

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Daniel A. Backler, P.E. City Of Bloomington Planning and Transportation Department Public Improvements Manager Office: 812-349-3522 City of Bloomington, Indiana Mail - Re: All Phase Remodeling / Hilton Garden Inn / Applications https://mail.google.com/mail/u/1/?ui=2&ik=744942ade0&jsver=udqAzWhC2a4.en.&cbl=gmai...

Cell: 812-327-3035 Fax: 812-349-3520



# **City of Bloomington**

Public Works Department

401 N Morton Street, Suite 120 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3410 Fax: (812) 349-3520 Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application				
(Applications are required at least 2 business days before work begins)				
Hilton & Ande Location: <u>CollEGE</u> 9 (Street)	N INN 7TH STREET	CORNER TOLOAN (From)	ver of Hotel Bu. (To)	IDING ONLY
<b>Type of Closure</b> (check all tha □Complete Stre □Sidewalk/Mul	eet Closure DOne	Traffic Lane 2 o	Required for ALL r more Traffic Lanes Parking Lane	□Alley
Reason for Closure:	Work of Sidewalk	Multiuse Path/Trail	□Work in Street	
□Loading and Unloading □	Utility Work	□Special Event	$\Box$ Work on Private P	roperty
□ Other:	Si)	EWALK OVER HE	AN PROTECTION	LIGHTED
Date(s) of Closure: From 7 > 2 week	/	8-31-18 No	Start Time:: End Time: :	
<b>Overnight Closure Required:</b>	□Yes ₽K	To		¥

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that It shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### **Applicant Information:**

Name or Organization: ALL Phase Remodeling	VG & RESTORATION 3	ENC		
Name or Organization: ALL Phase Remodelin Contact Person (Printed Name): TRoy BELL (4)	69)265-6688 /S	16 FALDO VINARAL		
Contact Email: ALLPHASE Arm PEST OF SBC GIOBAL Contact Phone No .: (24)438-9737				
Signature: Hoy Bell	eTDate:	6-26-18		
For Office Use Only				
Approved By:	_ Dept.:	_ Date:		
Approved By:	Dept.:	Date:		



# **City of Bloomington**

Public Works Department

401 N Morton Street, Suite 120 P.O. Box 100 Bloomington, IN 47402

Phone: (812) 349-3410 Fax: (812) 349-3520 Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application					
	(Applications are require	ed at least 2 business days bet	fore work begins)		
Location: 7+h ST. (Street)	neet Mo	(From)	( 0 (Te	1)EGE	
Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL         □Complete Street Closure       □One Traffic Lane       □ 2 or more Traffic Lanes       □Alley         □Sidewalk/Multiuse Path/Trail       □Bike Lane       ☑Parking Lane       Longer Complete Street Closure					
Reason for Closure:	□Work on Sidew	valk/Multiuse Path/	Trail □Work in	Street	
▲Loading and Unloadin	ngUtility Work	□Special Even	nt □Work or	Private Property	
□Other:	offi	oading EasiPM on	UT INTO SMALLE	N TRUCKS TO TRANSPORT	
Date(s) of Closure: Fro >	om <u>VADE</u> 2 weeks? □Yes	To <u>7-15-18</u> DNo	Start Time End Time:	<u>8</u> : <u>00</u> (a.m. / p.m. <u>4</u> : <u>00</u> a.m. / (f.m.	
Overnight Closure Red	quired: 🗆 Yes	No			

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### **Applicant Information:**

Name or Organization: ALL PHASE REMODE	LING - RESTORATIO	IN INC.
Contact Person (Printed Name): TRoy BELL	(469) 265-6688	5ibifacoo VillANREAL
Contact Email: AU PLASER IM REST & SBC GIOBAL		(214) 438-9737
Signature: AroyBell	Date:	6-26-18
For Office Use Only		
Approved By:	Dept.:	Date:
Approved By:	Dept.:	Date:





Overhead Protection		
Union Station Illinios St.		
Blakley's Corp.		
3/1/2017	Scale 3/8" = 1'	Sheet: 1 of 5



Overhead Protection		
Union Station Illinios St.		
Blakley's Corp.		
3/1/2017	Scale 3/8" = 1'	Sheet: 2 of 5





Overhead Protection		
Union Station Illinios St.		
Blakley's Corp.		
3/1/2017	Scale 3/8" = 1'	Sheet: 4 of 5



Overhead Protection			
Union Station Illinios St.			
Blakley's Corp.			
3/1/2017	Sheet: 5 of 5		









# **Board of Public Works Staff Report**

Project/Event:	Repair of the Walnut Street Garage Stairwell Roofs
Petitioner/Representative:	Public Works, Ryan Daily
Staff Representative:	Ryan Daily
Date:	06.26.2018

**Report:** The City of Bloomington is seeking to repair the roofing membrane at the Walnut Street Garage Stairwell towers. STR-SEG has performed an examination of the roof and has put together the bid documents for this project.

Four companies were contacted to quote this project:

Contractor	Bid Amount	
B&L Sheet and Metal Roofing	\$	26,935.00
Quality Roofing	Did not bid	
Nu-Tec		Did not bid
Danco Roofing	\$	24,600.00

We recommend using: Danco Roofing at the cost of \$24,600

Total cost to repair = \$24,600

Funding Source will be: 452.26.260000.53610 (Building Repairs)

Recommend 🛛 Approval 🗌 Denial by:

Ryan Daily

**Board of Public Works** Staff Report

# AGREEMENT

#### BETWEEN

#### **CITY OF BLOOMINGTON**

#### PUBLIC WORKS DEPARTMENT

#### AND

Danco Roofing Services, Inc.

FOR

#### Repair of the Walnut Street Garage Stairwell Roof Tops

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

#### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Repair of the Walnut Street Garage Stairwell Roof Tops**, (more particularly described in Attachment A, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

#### ARTICLE 1. TERM

**<u>1.01</u>** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

#### ARTICLE 2. SERVICES

**<u>2.01</u>** CONTRACTOR shall complete all work required under this Agreement within 60 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

**<u>3.01</u>** 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 Twenty-Four Thousand, Six Hundred Dollars (\$24,600). 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.

**<u>3.06</u>** 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.

**<u>4.01</u>** Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**<u>4.02</u>** <u>**Retainage Amount**</u> 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 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.

**<u>4.03</u>** 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.

**<u>4.04</u>** Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

### ARTICLE 5. GENERAL PROVISIONS

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### 5.02 Abandonment, Default and Termination

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03** <u>Default</u>: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

#### 5.03 Successors and Assigns

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

#### 5.04 Extent of Agreement: Integration

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- 1. This Agreement and its Attachments.
- 2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
- 3. All Addenda to the Quote Documents.
- 4. The Invitation to Quoters.
- 5. The Instructions to Quoters.
- 6. The Special Conditions.
- 7. All plans as provided for the work that is to be completed.
- 8. The Supplementary Conditions.
- 9. The General Conditions.
- 10. The Specifications.

- 11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
- 12. CONTRACTOR'S submittals.
- 13. The Performance Bond and the Payment Bond.
- 14. The Escrow Agreement.
- 15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

#### 5.05 Insurance

#### <u>5.05.01</u>

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>Covera</u>	ge	<u>Limits</u>
Α.	Worker's Compensation & Disability	Statutory Requirements
В.	Employer's Liability Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
•	Injury, personal injury, property damage, ctual liability, products-completed operations,	and \$2,000,000 in the
General Aggregate Limit (other than Products/Completed Operations)		aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D. owned	Comprehensive Auto Liability (single limit, , hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more 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** <u>OR EQUAL</u>: 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 <u>et seq</u>. 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	Danco Roofing Services, Inc.
Attn: Ryan Daily	ATTN: Justin Sullivan
245 W 7 <sup>th</sup> Street	1437 Southeastern Avenue
Bloomington, Indiana 47404	Indianapolis, IN 46201

**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

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BY:

Kyla Cox Deckard, President	
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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"

Repair of the Walnut Street Garage Roof Tops

This project shall include, but is not limited to:

Contractor shall follow the Project Manual provided by STR-SEG. Said Manual is attached hereto and incorporated herein.

Contractor shall dispose of all waste in a coded waste facility.

Contractor shall assure work is clean of debris after each work day.

#### **ATTACHMENT 'B'**

#### AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA ) ) SS:

COUNTY OF

**AFFIDAVIT** 

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

)

1. The undersigned is the \_\_\_\_\_ \_\_\_\_\_ of

(job title)

(company name)

2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.

- 3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
- 5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
- 6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
Α.					
в.					
С.					
D.					
				Total	\$

Method of Compliance (Specify) \_\_\_\_\_

Signature

Date: \_\_\_\_\_, 20\_\_\_\_

Printed Name

STATE OF INDIANA	)		
	) SS:		
COUNTY OF	)		
Before me	e, a Notary Public in and for sa	id County and State, personally appeared	
		and acknowledged the execution of the foregoing this	day
of	, 20		
My Commission Ex	pires:		
		Signature of Notary Public	
County of Residen	ce:		
		Printed Name of Notary Public	
*Quoters: A	Add extra sheet(s), if needed.		

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

#### ATTACHMENT 'C'

STATE OF INDIANA )
SS:

COUNTY OF \_\_\_\_\_)

#### E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the \_\_\_\_\_\_ of \_\_\_\_\_
- a. (job title)(company name)2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature	
Printed Name	
STATE OF INDIANA	) )SS:
COUNTY OF	_ )
Before me a Notary Pub	lic in and for said County and State, personally appea

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: \_\_\_\_\_

Notary Public's Signature

County of Residence: \_\_\_\_\_

Printed Name of Notary Public

#### 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 th	his day of		, 20		
		(Name	of Organization)		
		Ву:			
		(Name	and Title of Perso	on Signing)	
STATE OF INDIAN	NA	)			
COUNTY OF		) SS: )			
Subscrib	ped and sworn to before m	no this	day of		20
Subscrit			day of		_, 20
My Commission	Expires:				
			Notary Public S	ignature	
Resident of	County				
			Printed Name		

# B & L SHEET METAL & ROOFING, INC 1301 N. MONROE STREET BLOOMINGTON, INDIANA 47404 PHONE 812-332-4309 \* FAX 812-332-8124

DATE: 6-7-18 BID TO: City of Bloomington ATTN.: Ryan Daily

FAX: PHONE:

**PROJECT:** Walnut Street Parking Garage- Roof Replacements

SECTIONS BID: 070150.19 Preparation for Re-Roofing; 075323 EPDM Roofing; 076200 Sheet Metal Flashing and Trim

**INCLUSIONS:** 

- > Tear off existing roof system on roof area 1 and 2 and dispose of offsite.
- > Install a new Carlisle or Firestone .060 EPDM Fully Adhered Roof System with 20-year warranty over ½" coverboard and tapered ISO roof insulation.
- > Install new wall and roof penetrations per details and roof manufacturer's specifications.
- > Install new 24 gage steel coping, scupper, conductor head, and downspout in standard kynar finish.

**EXCLUSIONS:** NO ROOF DECKING; NO DECK CUTTING; NO CURBS; NO CURB INSULATING; NO CURB INSTALLATION; NO NON-ROOF RELATED FLASHING;

ADDENDUMS SEEN: NONE

\*\*QUOTE\*\* \$26,935.00

REMARKS: Start Date: August 6<sup>th,</sup> 2018 Completion Date: August 17<sup>th</sup>, 2018

PLEASE CONTACT US WITH ANY QUESTIONS OR CONCERNS ABOUT THIS QUOTE. Thank you for letting us submit this quote. Submitted by, Dan Mirer

MAN.

# PROJECT MANUAL

# **ROOF REPLACEMENTS**

at

## **CITY OF BLOOMINGTON**

## WALNUT ST. PARKING GARAGE

302 N. Walnut St. - Bloomington, Indiana



Prepared for:

Ryan Daily Parking Garage Manager

**City of Bloomington** 401 N. Morton St. - Bloomington, IN 47404

Chicago - Milwaukee

Indianapolis - Madison

Prepared by:

STR Building Resources LLC 6640 Parkdale Pl., Suite V Indianapolis, IN 46254 T/F: 317-468-2490 / C: 317-918-1381 www.str-seg.com

STR-SEG Project # 14390

Issued for Quote:

March 27, 2018
# DOCUMENT 00 01 10

## TABLE OF CONTENTS

## PROCUREMENT AND CONTRACTING REQUIREMENTS

# 1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. INSERT Request for Quote (by City of Bloomington)
- B. 00 01 10 Table of Contents
- C. 00 01 15 List of Drawing Sheets
- D. 00 31 00 Available Project Information

## SPECIFICATIONS

#### 2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 10 00 Summary of Work
  - 1. INSERT Requirements for Drug Testing and Background Check (by City of Bloomington)
- B. 01 20 00 Price and Payment Procedures
- C. 01 21 00 Allowances
- D. 01 22 00 Unit Prices
- E. 01 30 00 Administrative Requirements
- F. 01 40 00 Quality Requirements
- G. 01 42 16 Definitions
- H. 01 50 00 Temporary Facilities and Controls
- I. 01 60 00 Product Requirements
- J. 01 70 00 Execution and Closeout Requirements

#### 2.02 DIVISION 06 - WOODS, PLASTICS, AND COMPOSITES

A. 06 10 53 – Miscellaneous Rough Carpentry

#### 2.03 DIVISION 07 – THERMAL AND MOISTURE PROTECTION

- A. 07 01 50.19 Preparation for Re-Roofing
- B. 07 53 23 Ethylene-Propylene-Diene Terpolymer (EPDM) Roofing
- C. 07 62 00 Sheet Metal Flashing and Trim

# END OF DOCUMENT



# DOCUMENT 00 01 15 LIST OF DRAWINGS BOUND HEREIN

TITLE	<u>SHEET NUMBER</u>
COVER SHEET	
OVERALL ROOF PLAN	RP-1
DETAIL REFERENCE PLAN	RP-2
SCUPPER FLASHING	D-1
PARAPET FLASHING	D-2
AREA DIVIDER FLASHING	D-3
TYPICAL PIPE FLASHING	D-4
TYPICAL PITCH PAN FLASHING	D-5

# END OF DOCUMENT



# DOCUMENT 00 31 00 AVAILABLE PROJECT INFORMATION

## PART 1 - GENERAL

# **1.01 EXISTING CONDITIONS**

- A. Certain information relating to existing surface and subsurface conditions and structures is hereby available to bidders, but will not be part of the Contract Documents, as follows:
- B. Existing saw-tooth roof construction (Roof Areas 1 and 2):
  - 1. Fully-adhered EPDM single-ply membrane;
  - 2. 1/2-inch wood fiber insulation;
  - 3. Two (2) layers of 1.25-inch extruded polystyrene insulation;
  - 4. 1/2-inch gypsum board;
  - 5. Steel deck.
- C. Verify existing roof conditions on-site at time of pre-bid conference.

# PART 2 - PRODUCTS (NOT USED)

# PART 3 - EXECUTION (NOT USED)

# END OF DOCUMENT



# SECTION 01 10 00 SUMMARY OF WORK

## PART 1 - GENERAL

# 1.01 PROJECT DESCRIPTION

- A. Project Name: Walnut St. Parking Garage 2018 Roof Replacements Project.
- B. Owner's Name: City of Bloomington.
- C. Consultant's Name: STR-SEG (STR Building Resources LLC).
- D. The Project **Base Bid** Work generally consists of:
  - 1. On Roof Areas 1 and 2:
    - a. Removal and disposal of existing roof system and related flashings down to existing roof deck;
    - b. Providing tapered polyisocyanurate insulation;
    - c. Providing tapered sump at scupper, to provide positive drainage;
    - d. Providing one layer of high-density polyisocyanurate insulation;
    - e. Providing a fully adhered single-ply EPDM membrane;
    - f. Providing new prefinished metal flashings at perimeters;
    - g. Providing a new scupper, collector box and downspout;
    - h. Coordinating Work with satellite and antenna companies, in order to minimize interruptions.
- E. Contract Type: One single prime contract based on a Stipulated Price, as described in the Contract Documents, at the discretion of Owner.

# 1.02 WORK BY OWNER

A. None.

# **1.03 CONTRACTOR USE OF SITE AND PREMISES**

- A. The facility is a fully-functioning parking garage. Owner intends for the parking garage to still be in use during construction.
- B. Arrange use of site and premises to allow for:
  - 1. Owner occupancy: Minimize conflict and facilitate Owner's operations.
  - 2. Unimpeded performance of work by Others.
  - 3. Use of site and premises by the public.
- C. No smoking will be allowed on premises.
- D. Provide temporary toilet facility in work area.

# **1.04 WORK SCHEDULE**

- A. Work with Owner and Consultant to coordinate a schedule of Work that provides the least possible impact to Owner.
- B. Conduct work operations with the following restrictions:
  - 1. Work hours shall be Monday through Friday, between 7:00 a.m. and 5:00 p.m.
  - 2. Weekend Work may be conducted only with prior written agreement of Owner no later than twentyfour (24) hours preceding the proposed weekend Work.

## **1.05 WORK BY CONTRACTOR**

- A. Site protections, as described above.
- B. Coordination with satellite and antenna company, in order to minimize interruption.
- C. Roof system detailing at perimeters and projections, shall be constructed in accordance with Contract Drawings provided or approved shop drawings.

#### 1.06 WORK BY OTHERS



A. Disconnection and reconnection of satellite and antenna.

# PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)



# SECTION 01 20 00 PRICE AND PAYMENT PROCEDURES

# PART 1 - GENERAL

# **1.01 SECTION INCLUDES**

- A. Schedule of Values.
- B. Applications for Progress Payments.
- C. Modification Procedures.
- D. Application for Final Payment.

## 1.02 RELATED REQUIREMENTS

A. Section 01 21 00 - Allowances: Payment and modification procedures relating to allowances.

#### 1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Consultant for approval.
- B. Forms filled out by hand will not be accepted.
- C. Revise schedule to list approved Change Orders, with each Application for Payment.

## 1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Consultant for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Submit updated progress schedule.
- F. Execute certification by signature of authorized officer.
- G. Submit electronic copies of each Application for Payment.
  - 1. Provide partial waivers of lien, including those from subcontractors, material suppliers or other parties who may have lien rights.

#### **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Consultant will issue instructions directly to Contractor.
- B. For other required changes, Consultant will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.

14390 Walnut St. Parking Garage - Roof Replacement PRICE AND PAYMENT PROCEDURES



- 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Consultant will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, except identifying total adjusted Contract Price, previous payments, inclusion of any/all Change Orders, and with zero sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 70 00 "Execution and Closeout Requirements".

## PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)



# SECTION 01 21 00 ALLOWANCES

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Cash allowances. Use to cover costs related to replacement of deteriorated materials and/or other intangibles during the course of the Work.
- B. Payment and modification procedures relating to allowances.

## 1.02 RELATED REQUIREMENTS

A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

## **1.03 CASH ALLOWANCES**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from the Cash Allowance.
- B. Funds will be drawn from the Cash Allowance amount only by Change Order.
- C. At closeout of Contract, funds remaining in Cash Allowances will be credited to Owner by Change Order.

## **1.04 ALLOWANCES SCHEDULE**

A. Cash Allowance: Include the stipulated sum/price of **two thousand dollars (\$2,000.00)** for remediation of latent conditions or other intangibles, during the course of Work, upon Owner's instructions.

# PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)



# SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

# PART 1 - GENERAL

# **1.01 SECTION INCLUDES**

- A. Project Coordination.
- B. Preconstruction Meeting.
- C. Progress Meetings.
- D. Construction Progress Schedule.
- E. Progress Photographs.
- F. Submittals for Review, Information and Project Closeout.
- G. Number of Copies of Submittals.
- H. Submittal Procedures.

## **1.02 RELATED REQUIREMENTS**

- A. Document 01 20 00 Price and Payment Procedures: Submission of schedule of values.
- B. Section 01 70 00 Execution and Closeout Requirements: Project record documents.

#### **1.03 PROJECT COORDINATION**

- A. Cooperate with Owner's Representative(s) in allocation of mobilization areas of site; for access, traffic, and parking facilities.
- B. During construction, coordinate use, security and access of site and facilities through Project Coordinator.
- C. Comply with Project Coordinator procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of Project Coordinator.
- F. Make the following types of submittals to Consultant:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.

# PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

#### 3.01 PRECONSTRUCTION MEETING

- A. Owner/Consultant will schedule a meeting after execution of contract.
- B. Attendance Required:
  - 1. Owner or Designated Representative.
  - 2. Consultant.

14390 Walnut St. Parking Garage - Roof Replacement ADMINISTRATIVE REQUIREMENTS



- 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds (if applicable) and insurance certificates.
  - 3. Distribution of Verification of submission of Schedule of Values and progress schedule.
    - a. Verification that MSDS sheets for applicable products/materials are available on-site during construction.
  - 4. Designation of personnel representing the parties to Contract, including emergency contact information.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Expectations of the Owner and Consultant.
    - a. Review of job site conditions and requirements.
    - b. Response to any questions relative to scope of the work.
  - 7. Use of premises by Owner and Contractor.
  - 8. Construction facilities and controls provided by Owner.
  - 9. Temporary utilities provided by Owner.
  - 10. Survey and building layout.
  - 11. Security and housekeeping procedures
- D. Contractor is encouraged to photograph or otherwise document existing conditions of adjacent construction and site improvements to remain, that might be construed as damage caused by work performed under this contract.
  - 1. Deliver documentation of pre-existing conditions to the Consultant and/or Owner prior to start of Work.
  - 2. Shall provide documentation on a weekly basis.
- E. Consultant will record minutes and distribute copies within ten (10) days after meeting to all participants, and other parties affected by decisions made.

#### 3.02 PROGRESS MEETINGS

- A. Consultant, as requested by Owner, shall conduct Progress meetings at regularly scheduled times convenient for all parties involved and will:
  - 1. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Consultant, as appropriate to agenda topics for each meeting.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of progress schedule, including corrective measures, if required to regain projected schedules.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.



- 10. Effect of proposed changes, if any, on progress schedule and coordination.
- 11. Other business relating to Work.
- D. Consultant will record minutes and distribute copies within ten (10) days after meeting to participants, and other parties affected by decisions made.

## 3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within ten (10) days after date of the Agreement, submit a proposed schedule defining planned operations for the performance of the Work for review.
- B. If preliminary schedule requires revision after review, submit revised schedule within five (5) days.
- C. Submit updated schedule with each Application for Payment

## 3.04 PROGRESS PHOTOS

- A. Photography Type: Digital; electronic files.
- B. Provide weekly photographs of site and construction throughout progress of Work produced by Contractor.
  - 1. Delivery medium: Electronically.

## 3.05 SUBMITTALS FOR REVIEW

- A. Submit the following information, and/or as specified in individual sections, for review.
  - 1. Project contact list.
  - 2. Product/material data.
  - 3. Shop drawings, as applicable.
  - 4. Sheet metal color chart for selection.
  - 5. Sealant color samples for selection.
  - 6. Samples for selection or verification.
  - 7. Materials List and Descriptions on provided form, as appended in this section.
- B. Submit to Consultant for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, and/or finish selection by Owner.

#### 3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Consultant's knowledge as contract administrator or for Owner. No action will be taken.

# 3.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Refer to Section 01 70 00 - "Execution and Closeout Requirements".

# 3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review: Submit Electronically.
- B. Documents for Information: Submit Electronically.



#### 3.09 SUBMITTAL PROCEDURES

- A. Transmit submittals electronically, whenever possible, as an Adobe (\*.pdf) file, to the following address:
- B. <u>bbrown@str-seg.com</u>
- C. Provide a sequentially-numbered transmittal form.
  - 1. Identify Project Name and Number(s), Submittal Date, and Contractor's information.
  - 2. Identify pertinent drawing and detail number, and specification section number, as appropriate on each copy.
  - 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and coordinate submission of related items.
- E. Clearly identify any variations from Contract Document requirements and reasons for same (acceptance of substitutions, negotiated changes with Owner, etc.). Identify any Product/Material or system limitations that may be detrimental to successful performance of the completed Work.
- F. Where applicable, if revised for resubmission, identify all changes made since previous submission.
- G. Consultant will distribute reviewed submittals as appropriate. Affected parties are instructed to promptly report any inability to comply with requirements.
- H. Submittals not requested will not be recognized or processed.



# SECTION 01 40 00 QUALITY REQUIREMENTS

# PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards
- C. Control of installation
- D. Tolerances
- E. Manufacturer's Field Services.
- F. Defect Assessment.

## **1.02 RELATED REQUIREMENTS**

- A. Document 00 31 00 Available Project Information: Existing roof construction information.
- B. Section 01 30 00 Administrative Requirements: Submittal procedures.
- C. Section 01 42 16 Definitions.
- D. Section 01 60 00 Product Requirements: Requirements for material and product quality.

## **1.03 SUBMITTALS**

- A. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Consultant, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- B. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting. And finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

## **1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Consultant before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Consultant shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

#### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

14390 Walnut St. Parking Garage - Roof Replacement QUALITY REQUIREMENTS



- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Consultant before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

#### 3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 3.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### 3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Consultant, it is not practical to remove and replace the Work, Consultant will direct an appropriate remedy or adjust payment.



# SECTION 01 42 16 DEFINITIONS

## PART 1 - GENERAL

# 1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

#### **1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.
- F. Substantial Completion of the Work: The completion of weathertight envelope and adequate protection of building occupants from hazards posed by operation of equipment and construction activities, or other potential harmful conditions that may exist or become evident during the final work effort by the Contractor, prior to completing the punchlist items and demobilizing per Contract Documents.
  - 1. Roof system (insulation, membrane and flashings) shall be complete;
  - 2. Lifting activities requiring the use of a crane or other equipment shall be complete;
  - 3. Sheet metal finishes/detailing work shall be complete or well underway.
- G. Final Completion of Work: Reached when Work is found to be in full compliance with Contract Documents.
  - 1. Final Completion shall include the successful completion of any outstanding work items, or Work requiring corrective action, as determined at the Final Review and published in punchlist reports.

# PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)



# SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## **1.01 SECTION INCLUDES**

- A. Temporary Utilities.
- B. Temporary Sanitary Facilities.
- C. Temporary Construction and Controls.
- D. Vehicular Access and Parking.
- E. Safety Plan.
- F. Special Site Controls.

## 1.02 TEMPORARY UTILITIES

- A. Temporary Electricity:
  - 1. Contractor shall provide generators for electrical power required during the performance of the Work.
  - 2. The Contractor shall provide all means of conveyance required for carrying out the Work.
- B. Mechanical Service:
  - 1. Owner will provide
  - 2. Water supply, consisting of connection to existing facilities.
    - a. Use trigger-operated nozzles for water hoses, to avoid waste of water.

## 1.03 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide portable toilet facilities for use by his/her employees during the course of the Work. Toilets shall be placed on-site in an area designated by the Owner.
- B. Upon completion of the Work, the Contractor shall remove these facilities from the site.

#### **1.04 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### 1.05 FENCING

A. Construction: Contractor's option.

# 1.06 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

#### 1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.



- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable noncombustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)



# SECTION 01 60 00 PRODUCT REQUIREMENTS

# PART 1 - GENERAL

#### **1.01 SECTION INCLUDES**

- A. Product Delivery Requirements.
- B. Product Storage and Handling Requirements.
- C. Existing Products.
- D. New Products.
- E. Product Options.
- F. Substitution Procedures.
- G. Transportation and Handling.
- H. Storage and Protection.

## **1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 Administrative Requirements: Submittal Procedures.
- B. Section 07 01 50.19 Preparation for Re-Roofing: Listing of products to be removed from existing building, or left in place and reused.

## **1.03 PRODUCT DELIVERY REQUIREMENTS**

A. Contractor or the Contractor's authorized representative must be present to accept delivery of all equipment and material shipments. The Owner will not knowingly accept, unload or store anything delivered to the site for the Contractor's use. Inadvertent acceptance of delivered items by any representative or employee of the Owner shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the Contractor's responsibility to assume liability for equipment or material delivered to the job site.

## 1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Contractor shall confine equipment, apparatus, storage of materials and operations to limits indicated on the drawings or agreed to by the Owner at the pre-construction meeting. Contractor shall not bring material onto the site until they are needed for the progress of the work.
- B. The storage of materials on the grounds shall be in strict accordance with the instructions stated within the technical sections. Storage of materials on the roof shall at no time exceed the design carrying capacity of the structural system.
- C. All hazardous materials, including motor fuels, shall be properly handled and contained to prevent spills or other releases. The Contractor shall develop and maintain a contingency plan to provide emergency response, containment, and cleanup of spills of hazardous materials resulting from contract activities. All spills and releases shall be reported to the Owner.

# PART 2 - PRODUCTS

## 2.01 EXISTING PRODUCTS

- A. Do not reuse materials removed from existing premises unless specifically required or permitted by the Contract Documents.
  - 1. Existing materials indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, shall become the property of the Contractor; remove from site.
- B. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.



#### 2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

#### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **PART 3 - EXECUTION**

#### 3.01 SUBSTITUTION PROCEDURES

- A. Product substitution requests may be made only by a bidder who is an official Bidder of Record.
- B. The Consultant will consider a substitute product only if it is in the same general classification of the specified product.
- C. A "Request for Substitution" will be considered <u>only</u> if written request is received by the Consultant within ten (10) days prior to the bid Due date.
  - 1. Comply with requirements specified in this section.
  - 2. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
  - 1. Submit one (1) copy of request for substitution for consideration. Limit each request to one (1) proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Consultant will notify Contractor in writing of decision to reject request. The Consultant's decision of approval or disapproval shall be final.

#### 3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.



F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store materials on raised platforms; a minimum of three (3) inches off of impervious surfaces (i.e. concrete); a minimum of six (6) inches off of pervious surfaces (i.e. grass). Protect with coverings while providing for adequate air circulation. Coverings to extend down sides completely. Manufacturers shrink wrap is not an acceptable covering.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. Prevent contact with material that may cause corrosion, discoloration, or staining.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.



# SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

# PART 1 - GENERAL

# **1.01 SECTION INCLUDES**

- A. Closeout Submittals.
- B. Examination.
- C. Preparation.
- D. General Installation Requirements.
- E. Cutting and Patching.
- F. Progress Cleaning.
- G. Protection of Installed Work.
- H. Adjusting.
- I. Final Cleaning.
- J. Closeout Procedures.

## **1.02 CLOSEOUT SUBMITTALS**

- A. Upon "Substantial Completion" of project, the Contractor shall submit electronic copies; the below listed item to Consultant for presentation to Owner.
  - 1. Twenty (20) year Manufacturer's no dollar limit (NDL) system warranty.
  - 2. Contractor's material and labor warranty two (2) year period.
  - 3. Application for final payment and retainage.
  - 4. Evidence of continuing insurance coverage complying with insurance requirements.
  - 5. Signed punch list, indicating completion of any outstanding items.
  - 6. Final Waivers of Lien.

#### PART 2 - PRODUCTS (NOT USED)

#### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of Work. Beginning of cutting or patching means acceptance of existing conditions.



#### 3.02 PREPARATION

- A. Take care to install protection to prevent marring or damage to building components adjacent to Work.
- B. Clean substrate surfaces prior to applying next material or substance.
- C. Seal cracks or openings of substrate prior to applying next material or substance.
- D. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

#### 3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

#### 3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete Work.
  - 2. Fit products together to integrate with other Work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match Work that has been cut to adjacent Work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent Work.
  - 7. Remove samples of installed Work for testing when requested.
  - 8. Remove and replace defective and non-conforming Work.
- C. Execute Work by methods that avoid damage to other Work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Restore work with new products in accordance with requirements of Contract Documents.

#### 3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose offsite; do not burn or bury.

#### 3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- E. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.



#### 3.07 ADJUSTING

A. Adjust existing operating products and equipment to ensure smooth and unhindered operation.

## 3.08 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

# 3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Consultant/Owner.
- B. Notify Consultant when Work is considered ready for Substantial Completion.
- C. Consultant, upon receipt of Contractor's "Notice of Completion", shall conduct a Final Review of the project.
  - 1. If Work is incomplete or if items are identified in need of correction, Consultant will produce a written punch list for Contractor.
  - Take immediate action to address the punch list items, to correct items of deficient Work, and shall document and/or certify that the items have been completed in accordance with Contract Documents.
- D. When Work has been deemed complete, to the satisfaction of Owner and Consultant, Contractor will be instructed to complete the Close-out Submittals.



# SECTION 06 10 53 MISCELLANEOUS ROUGH CARPENTRY

## PART 1 - GENERAL

# 1.01 SECTION INCLUDES

A. Roofing nailers, blocking and plywood panels.

# **1.02 RELATED REQUIREMENTS**

- A. Section 07 53 23 Ethylene-Propylene-Diene Terpolymer Roofing (EPDM).
- B. Section 07 62 00 Sheet Metal Flashing and Trim; Finish architectural flashings.

# 1.03 REFERENCE STANDARDS

- A. Board of Review, American Lumber Standard Committee (ALSC); alsc.org.
- B. ASTM International Standards, latest editions unless otherwise stated:
  - 1. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware;
  - 2. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process;
- C. National Institute of Standards and Technology, Department of Commerce, latest editions:
  - 1. Voluntary Product Standard PS 1 Structural Plywood.
  - 2. Voluntary Product Standard PS 20 American Softwood Lumber Standard.

# 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Cover wood products to protect against moisture.
- B. Support stacked products to prevent deformation and to allow air circulation.

# PART 2 - PRODUCTS

# 2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 2. Grading Agency: Any grading agency whose rules are approved by the ALSC, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

# 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on Contract Drawings.
- B. Moisture Content: S-dry or MC19;
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

# 2.03 CONSTRUCTION PANELS

- A. Other Applications:
  - 1. Plywood Concealed from View but Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
  - 2. Other Locations: PS 1, C-D Plugged or better.



## 2.04 FASTENERS AND ANCHORS

- A. Carpentry/plywood to wood substrate:
  - 1. Common wire nails with hot-dipped galvanized coating.
  - 2. #8, coarse galvanized, sharp point, dual-torque deck screw with bugle head.
  - 3. Length as necessary to penetrate substrate by a minimum of 1-1/2 inches.
- B. Carpentry to steel roof decking:
  - 1. #14 steel roofing screw with corrosion-protective coating.
    - a. Roofgrip screw with Climaseal coating, by Buildex Division of ITW, Inc., Itasca, IL; <u>itwbuildex.com</u>.
    - b. Heavy Duty Roofing Fastener with CR-10 coating, by OMG, Inc., Agawam, MA; olyfast.com.
    - c. #14 Dekfast with gray e-coat coating, by SFS intec, Inc., Wyomissing, PA; sfsintecusa.com.
    - d. Trufast #14 HD Roofing Fastener with black e-coat coating, by Altenloh, Brinck & Co. U.S., Inc., Bryan, OH; <u>trufast.com</u>.
    - e. Approved equal.
  - 2. Length shall be sufficient to penetrate steel decking (top pan only) by one-half (1/2) inch.
- C. Carpentry to concrete or solid masonry substrate:
  - 1. 1/4-inch diameter, Phillips-head masonry screw.
    - a. Tapcon, 1/4-inch diameter, Phillips-head screw, by Buildex Division of ITW, Inc., Itasca, IL; <u>itwbuildex.com</u>.
    - b. Tapper, 1/4-inch diameter, Phillips-head screw, by Powers Fastening, Inc., Brewster, NY; powers.com.
    - c. Titen, 1/4-inch diameter, Phillips-head screw, by Simpson Strong-Tie, Pleasanton, CA; <u>strongtie.com</u>.
    - d. Approved equal.
  - 2. Zinc Alloy nail-drive expansion anchor, 1/4-inch diameter, with stainless-steel pin.
  - 3. Length as necessary to provide a minimum of one (1) inch embedment.

# PART 3 - EXECUTION

# 3.01 PREPARATION

- A. Coordinate installation of rough carpentry members with Work specified in other sections.
- B. Examine existing nailers and blocking which conforms to Contract Drawings at walls, edges, pipes or curbs:
  - 1. Replace deteriorated sections with new dimensional lumber of the same size.
  - 2. Verify existing fastening to comply with specified requirements for new work; enhance to secure as required.

# 3.02 INSTALLATION - GENERAL

- A. Do not use lumber or materials which are unsound, warped, bowed, twisted, inadequately seasoned, or too small to fabricate the work with a minimum of joints.
- B. Fit carpentry Work to other Work. Produce joints which are tight, true and well fastened.
- C. Set carpentry accurately to required levels and lines with members plumb and true.
- D. Attach carpentry to substrates in accordance with recognized standards.
- E. Countersink new fastener heads flush with top of wood members. Hollow out bottom of new wood members, if necessary, to fit over existing exposed bolt heads that are not countersunk.

## 3.03 ROOF-RELATED CARPENTRY

A. Provide wood blocking and nailers as indicated on Contract Drawings.

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# STR-SEG

- B. Coordinate installation of roofing carpentry with other construction and roofing assembly installation.
- C. When using multiple nailer courses, weave corners and stagger end joints a minimum of three (3) feet from underlying course.

#### 3.04 PLYWOOD PANELS

- A. Provide plywood panels as indicated on Contract Drawings.
- B. Space panels with 1/8-inch joints at butt joints. Provide back-splice support of lumber or sheet metal behind unsupported panel joints greater than twelve (12) inches in length, and at corners
- C. Bevel-cut edges at 45-degree angle, where required for smooth transition of roof flashings.

#### 3.05 ATTACHMENT

- A. Fasten 2 by material to decking at a maximum of sixteen (16) inches on center, staggered, and 1 by material at a maximum of twelve (12) inches on center, staggered.
- B. Fasten 2 by material to concrete or masonry at a maximum of twenty-four (24) inches on center, staggered, and 1 by material at a maximum of sixteen (16) inches on center, staggered.
- C. Fasten 2 by material together with 3-inch long screws at sixteen (16) inches on center, staggered.
- D. Within ten (10) feet of building corners, increase fastening rate to at a maximum of eight (8) inches on center, staggered.
- E. Provide additional fasteners, as required, to counteract minor warpage or variances in substrate, and to hold tight and true to lines.
- F. Fasteners shall be placed no closer than one (1) inch from panel edges. Fasten panels at edges; spacing shall be no greater than twelve (12) inches on center.
- G. Where applicable at large panels, fasten center in horizontal rows on twenty-four (24) inch maximum centers. Fastener spacing shall be no greater than twelve (12) inches on center and staggered from adjacent rows or edges.

#### 3.06 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane: 1/4 inch in ten (10) feet, maximum, and 1/2 inch in thirty (30) feet, maximum.



# SECTION 07 01 50.19 PREPARATION FOR RE-ROOFING

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Removal of existing building components in preparation for a new roof membrane system.
- B. Repairs/adjustments to existing building components to remain, in preparation for a new roof membrane system.

## **1.02 RELATED SECTIONS**

- A. Section 06 10 53 Miscellaneous Rough Carpentry; Replacement or addition of perimeter blocking.
- B. Section 07 53 23 Ethylene-Propylene-Diene Terpolymer Roofing (EPDM).
- C. Section 07 62 00 Sheet Metal Flashing and Trim; Thru-Wall Flashing.

## **1.03 ADMINISTRATIVE REQUIREMNTS**

- A. Coordinate with affected satellite dish and antenna work.
- B. Schedule work to coincide with commencement of installation of new roofing system.

## **1.04 FIELD CONDITIONS**

- A. Do not remove existing roofing membrane when weather conditions threaten integrity of building contents.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that existing roof surface is clear and ready for work of this section.
- B. Verify that wood nailers have been properly installed.

#### 3.02 PREPARATION

A. Prior to removal of existing roofing, coordinate work with satellite dish and antenna company.

#### 3.03 MATERIAL REMOVAL

- A. Back out existing fasteners during removal of roof system components.
- B. Reroofing Work, once begun, will leave building subject to leakage and therefore must be considered in state of emergency when weather threatens.
  - 1. Existing building shall be protected from water infiltration through any roof, parapet, or wall area under repair for the life of Project.
- C. Remove only as much roofing, flashings and insulation as can be made watertight each day.
  - 1. Make an effective watertight seal between the existing roof system and new roof system at the end of each day's Work.
- D. Remove sheet metal flashings from areas involved in Work, unless specifically indicated to remain on Contract Drawings.
- E. Remove existing roof membrane(s), flashings, insulation and fasteners down to existing structural steel roof decking.at Roof Areas 1 and 2.
- F. Load roofing debris directly into trucks by means of approved chutes or other controlled means.
  - 1. Throwing or dropping will not be permitted.
  - 2. Pick up debris continuously to prevent straying.
  - 3. All such aggregate, rubbish, and debris shall be removed from the site and legally disposed of.

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# 3.04 ADJUSTMENTS

- A. Refer to Contract Drawings for additions and/or changes to perimeter blocking configuration.
- B. Repair or replace existing steel decking as required to provide smooth working surface for new roof system; provide documentation for additional cost.

#### 3.05 FIELD QUALITY CONTROL

- A. Verify that:
  - 1. Substrate is smooth, dry, and properly installed and ready to accept new roof system.



#### SECTION 07 53 23

## ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

#### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. EPDM single-ply membrane roofing system, including all components specified.
- B. Commencement of work by Contractor shall constitute acknowledgement by Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer.

# **1.02 RELATED REQUIREMENTS**

- A. Section 06 10 53 Miscellaneous Rough Carpentry: Wood nailers associated with roofing and roof insulation.
- B. Section 07 01 50.19 Preparation for Reroofing.
- C. Section 07 62 00 Sheet Metal Flashing and Trim: Formed metal flashing and trim items associated

## **1.03 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

## 1.04 REFERENCE STANDARDS

- A. ASTM International Standards, latest editions unless otherwise stated:
  - 1. ASTM C209 Standard Test Methods for Cellulosic Fiber Insulating Board;
  - 2. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
  - 3. ASTM D1079 Standard Terminology Relating to Roofing and Waterproofing.
  - 4. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics;
  - 5. ASTM D1622/D1622M Standard Test Method for Apparent Density of Rigid Cellular Plastics;
  - 6. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
  - 7. ASTM D4637 Standard Specification for EPDM Sheet Used In Single-Ply Roof Membrane.
  - 8. ASTM D4811 Standard Specification for Nonvulcanized (Uncured) Rubber Sheet Used as Roof Flashing.
  - 9. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
  - 10. ASTM E136 Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C.
- B. SPRI ES-1 Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2003. (ANSI/SPRI ES-1).

#### **1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-Installation Conference: Before start of roofing work, Consultant shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.

#### 1.06 SUBMITTALS

A. See Section 01 30 00 - "Administrative Requirements", for submittal procedures.



- B. Product Data:
  - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified.
- C. Shop Drawings:
  - 1. Provide manufacturer's insulation fastening pattern for requirements specified or required.
  - 2. Tapered insulation layout.
- D. Specimen Warranty: Submit prior to starting Work.
- E. Pre-Installation Notice: Copy to show that manufacturer's required Pre-Installation Notice (PIN) has been accepted and approved by the manufacturer.
- F. Executed Warranty at Project Closeout.

# **1.07 QUALITY ASSURANCE**

- A. Installer Qualifications: Roofing installer shall have the following:
  - 1. Current approval, license, or authorization as applicator by the manufacturer.
- B. Comply with the published recommendations and instructions of the roofing membrane manufacturer.
- C. Perform Work in a sequential manner to avoid construction traffic over completed areas as installation progresses.

## 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
  - 1. Protect foam insulation from direct exposure to sunlight.
- C. Keep combustible materials away from ignition sources.

#### 1.09 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Manufacturer's Warranty After project completion and acceptance, provide the roof manufacturer's limited warranty covering membrane and other indicated components of the system, for the term indicated.
  - 1. Limit of Liability: No dollar limitation.
  - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Manufacturing defects in supplied materials.
    - c. Defective workmanship used to install these materials.
    - d. Damage due to winds up to 55 mph (88 km/h).

# PART 2 - PRODUCTS

# 2.01 MANUFACTURERS

- A. Acceptable Manufacturer Roofing System:
  - 1. Carlisle Syntec Systems, <u>www.carlislesyntec.com</u>
  - 2. Firestone Building Products, <u>www.firestonebpco.com</u>
- B. Manufacturer of Insulation: Same manufacturer as roof membrane or as specified herein.

# 2.02 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Ethylene-propylene-diene-terpolymer (EPDM) single-ply membrane.
  - 1. Membrane Attachment: Fully adhered.

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2. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.

#### 2.03 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black, cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:
  - 1. Reinforcement: None; membrane complying with ASTM D4637 Type I.
  - 2. Thickness: 0.060 inch.
  - 3. Nominal Thickness Tolerance: Plus/minus 10 percent.
  - 4. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 5. Acceptable Products:
    - a. 0.060-inch Sure-Seal non-reinforced EPDM Membrane, by Carlisle.
    - b. 60-mil RubberGard non-reinforced Low Slope Fire Retardant (LS-FR) EPDM Membrane, by Firestone.
- B. Perimeter Securement Fasteners: Heavy-duty by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized and vulcanized EPDM rubber, complying with ASTM D4811, Type II or ASTM D4637, Type I as appropriate, by manufacturer, for use and with the following properties:
  - 1. Thickness: 0.060 inch.
  - 2. Acceptable Product: Uncured, semi-cured and cured EPDM.
- D. Self-Adhesive Flashing Membrane: Semi-cured 45-mil EPDM membrane laminated to 35-mil EPDM tape adhesive.
- E. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes.
  - 1. Secure to penetration with stainless steel gear drive clamp.
- F. Self-Adhesive Lap Splice Tape: 35-mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer.
- G. Splice Adhesive: Synthetic polymer-based, formulated for compatibility with EPDM membrane and metal surfaces.
- H. Bonding Adhesive: Neoprene-based, formulated for compatibility with EPDM membrane and wide variety of substrate materials, including masonry, wood, and insulation facings.
- I. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive.
- J. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges of membrane at seams.
- K. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing.
- L. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed
- M. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick.

# 2.04 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with glass reinforced mat laminated to faces, complying with ASTM C1289 Type II Class 1, with the following additional characteristics:
  - 1. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C1289.
  - 2. UL-Classified and FM-approved for direct to steel deck applications.
  - 3. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 4. Board Size: 48 inches by 96 inches, nominal.
  - 5. Thermal Value: R-value of 5.7/inch, when tested in accordance with ASTM C1289-11a.
  - 6. Tapered Insulation:

14390 Walnut St. Parking Garage - Roof Replacement ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING



- a. Starting Thickness: As indicated on Contract Drawings.
- b. Rate of Taper: As indicated on Contract Drawings.
- 7. Tapered Drain Sump Configuration:
  - a. Starting Thickness: As indicated on Contract Drawings.
  - b. Rate of Taper: As indicated on Contract Drawings.
- B. Insulation Fasteners: Heavy-Duty type and size by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. High-Density Polyisocyanurate Cover Board: Non-combustible, water resistant, high-density closed cell polyisocyanurate core with coated glass mat facers, with the following characteristics:
  - 1. Size: 48 inches by 48 inches, nominal.
  - 2. Flat-Stock Thickness: As indicated on Contract Drawings.
  - 3. Thermal Value: R-value of 2.5, when tested in accordance with ASTM C1289-11a.
  - 4. Surface Water Absorption: 3 percent, maximum, when tested in accordance with ASTM C209.
  - 5. Compressive Strength: 120 psi (830 kPa), when tested in accordance with ASTM D1621.
  - 6. Density: 5 pcf (80 kg/cu m), when tested in accordance with ASTM D1622.
  - 7. Mold Growth Resistance: Passing ASTM D3273.
- D. Adhesive for Insulation Attachment: Two-part low-rise polyurethane foam by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.
  - 1. I.S.O. Stick by Firestone
  - 2. I.S.O Twin Pack by Firestone
- E. Miscellaneous:
  - 1. Spray Filler Foam:
    - a. "Roof-Pak", by The Dow Chemical Company, Midland, MI; building.dow.com.
    - b. Substitutions: See Section 01 60 00 "Product Requirements".

#### **PART 3 - INSTALLATION**

#### 3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system, unless specified herein, whichever is most stringent. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start Work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application, per manufacturer's most recent publication.
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing Work; repair or restore damage caused by roofing work.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.



I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

#### 3.02 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- B. Verify that the specifications and contract Drawings are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

#### 3.03 PREPARATION

A. Refer to Section 07 01 50.19 - "Preparation for Re-Roofing".

#### 3.04 INSULATION INSTALLATION

- A. Install insulation in accordance with Contract Drawings.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Tapered insulation layout: Refer to provided Contract Drawings and/or approved shop drawings.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch. Fill gaps greater than 1/4 inch with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch.
- E. Mechanical Fastening: Using heavy-duty fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer, or the following, whichever is more stringent.
  - 1. Roof Areas 1 and 2:
    - a. Minimum of one fastener and plate per 2 square feet 16 per 48" by 96" board.
- F. Cold Adhesive Attachment for insulation: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.
  - 1. Roof Areas 1 and 2:
    - a. 6 inches on center (minimum of 8 beads per board).

## 3.05 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams;
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's bonding adhesive specified herein at manufacturer's recommended application rate and procedures.
  - 1. Do not apply bonding material to seaming area of membrane.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.

# 3.06 FLASHING AND ACCESSORIES INSTALLATION

A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details. Unless more stringent requirements are specified herein.



# 3.07 FIELD QUALITY CONTROL

- A. See Section 01 40 00 "Quality Requirements", for additional requirements.
- B. Inspection by Manufacturer:
  - 1. Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- C. Perform all corrections necessary for issuance of warranty.

#### 3.08 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including adhesives, and sealants.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.



# SECTION 07 62 00

## SHEET METAL FLASHING AND TRIM

#### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

A. Fabricated sheet metal items, including copings, cleats, scuppers, collector boxes, outlet tubes, downspouts and straps.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 06 10 53 Miscellaneous Rough Carpentry: Substrate for flashings.
- B. Section 07 53 23 Ethylene-Propylene-Diene Terpolymer Roofing (EPDM).
- C. Section 07 90 05 Joint Sealers.

## 1.03 REFERENCE STANDARDS

- A. American Architectural Manufacturers Association (AAMA):
  - 1. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2011.
- B. ASTM International Standards, latest editions unless otherwise stated:
  - 1. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware;
  - 2. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process;
- C. National Roofing Contractors Association (NRCA) The NRCA Roofing and Waterproofing Manual, ML104; Fifth Edition, with interim updates.
- D. SMACNA (ASMM) Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meeting: Convene one week before starting Work of this section.

#### 1.05 SUBMITTALS

- A. See Section 01 30 00 "Administrative Requirements", for submittal procedures.
- B. Submit manufacturer's standard color chart for Owner's selection.

#### 1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Remove only as much flashing as can be made watertight each day.
  - 1. Make an effective watertight seal between existing new at the end of each day's Work.

# 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion.
- B. Prevent contact with materials that could cause discoloration or staining.

# PART 2 - PRODUCTS

#### 2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating, shop precoated with PVDF coating.
  - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

# STR-SEG

2. Color: As selected by Owner from manufacturer's standard colors.

## 2.02 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Sealant:
  - 1. One-part gun grade polyurethane base elastomeric joint sealant conforming to all applicable requirements of Federal Specification TT-S-00230C, Type II Class A.
- C. Fasteners and Anchors: Where not specified, size fasteners to suit conditions and materials.
  - 1. Metal to Wood Concealed Fasteners:
    - a. Ring shank nails: Hot-dipped galvanized steel per ASTM A153/A153M.
  - 2. Metal to Wood Exposed Fasteners:
    - a. Number ten (10) stainless-steel screws with EPDM bonded washer.
  - 3. Metal to Metal Concealed Fasteners:
    - a. Cadmium-plated, bugle-head sheet metal screws.
  - 4. Metal to Metal Exposed Fasteners:
    - a. Screw anchors:
      - 1) Nonmagnetic stainless steel; pop rivets; same finish as sheet metal.
      - 2) Number ten (10) stainless-steel screws with EPDM bonded washer.

## 2.03 FABRICATION

- A. Deliver shop fabricated and manufactured products to site ready for designed installation. Field fabricate to fit applications indicated and perform optimally with respect to weather resistance, water-tightness, durability, strength and uniform appearance.
- B. Fabricate to allow controlled expansion in running lengths not only for movement of metal components in relationship to one another, but also to adjoining dissimilar materials in a manner sufficient to prevent water infiltration, deformation, or damage.
- C. Fabricate items in maximum lengths and hold joints to a minimum. At no time shall any piece be shorter than three (3) feet in length unless piece makes up an entire run.
- D. Unless otherwise noted, drip edges, where shown, shall be three-quarters (3/4) inches with exposed edges hemmed one-half (1/2) inch.
- E. Do not "punch" brake points.
- F. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- G. Form pieces in longest possible lengths.

# **PART 3 - EXECUTION**

# 3.01 EXAMINATION

- A. Examine areas and conditions under which Work of this section will be installed.
  - 1. Bring to Consultant's attention any conditions detrimental to the proper and timely completion of Work.
  - 2. Do not proceed until satisfactory conditions have been corrected.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

# 3.02 PREPARATION

A. See Section 07 01 50.19 - "Preparation for Re-Roofing".

#### 3.03 INSTALLATION

A. Secure flashings in place using concealed fasteners whenever possible. Use exposed fasteners only where permitted.


- B. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- C. Concealed Continuous Cleats:
  - 1. Provide new architectural sheet metal concealed cleats as shown on Contract Drawings.
  - 2. Fabricate using 8'-0" or 10"-0" flat stock sheets as shown on Contract Drawings.
  - 3. Provide 1/4-inch space between sections.
  - 4. Secure to substrate at 8-inches on center, maximum.
- D. Coping:
  - 1. Provide new architectural sheet metal coping where shown on Contract Drawings. Installed sample required for review by Owner and Consultant.
  - 2. Fabricate using 8'-0" or 10"-0" flat stock sheets as shown on Contract Drawings.
  - 3. Provide drive cleat joints between sections.
    - a. Notch drive cleat at overlaps.
    - b. Tabbed portion of drive cleat: thickness and even.
  - 4. Stagger all joints between fascia, flashing and edges.
  - 5. Corners shall be mitered, seamed and sealed.
  - 6. Secure outside edges with a continuous cleat fastened 8- inches, on center. Secure inside face with stainless sheet metal screws with weather tight washers twenty-four-inches, on center, through slotted holes.
  - 7. Where coping abuts a wall, turn coping up 3- inches and provide a separate piece of counter flashing.
- E. Surface Mount Counter Flashing:
  - 1. Provide new architectural sheet metal counter flashing as shown on Contract Drawings.
  - 2. Fabricate using 8'-0" or 10"-0" flat stock sheets as shown on Contract Drawings.
  - 3. Brake counter flashing longitudinally to provide spring action; holding bottom firmly against scupper material
  - 4. Fasten surface mounted counter flashing with concrete or masonry screw type fasteners, as required, twenty-four-inches on center, maximum; with an additional fastener 1-inch from each end.
  - 5. Fill and seal sealant lip where required; force sealant into all voids and tool joint to provide water-shed surface.
- F. Shop fabricated scuppers:
  - 1. Provide new prefinished scupper with a 3-inch flange all the way around on the roof side; provide water cut-off mastic under flange over top of roof membrane, fasten every 3 inches and strip in.
  - 2. On curb side, provide a minimum of 1.5-inch flange on three sides, provide sealant and fasten.
    - a. On the bottom side, extend out hook onto the new collector box and provide a 1-inch hem lock in accordance with the Contract Drawings.
- G. Collector Boxes;
  - 1. Fabricate as indicated on the construction drawings. Seal and provide outlet tube.
- H. Downspouts:
  - 1. Provide new architectural sheet metal downspouts where shown on Roof Plan.
    - a. Fabricate using 8'-0" or 10"-0" flat stock sheets as indicated on Contract Drawings.
    - b. Downspouts as indicated on Contract Drawings.

14390 Walnut St. Parking Garage - Roof Replacement SHEET METAL FLASHING AND TRIM



- c. Mechanically seamed (Pittsburgh).
- d. Lap joints one and one-half (1-1/2) inches in direction of flow and rivet.
- e. Provide fabricated straps and install ten (10) feet on center; with additional bracket(s) located within twelve (12) inches of the top, bottom and elbows.
- f. Provide "A" elbows at the base.
- I. Seal metal joints watertight.

#### 3.04 FIELD QUALITY CONTROL

A. Inspection will involve surveillance of Work during installation to ascertain compliance with specified requirements.

#### END OF SECTION

# Roof Replacement at Walnut St. Parking Garage Project # 14390

# Walnut Street Parking Garage

302 N. Walnut St. - Bloomington, IN



E 8th St ALL PLANE. N Walnut St N Walnut St E7th St

LOCATION MAP



STR BUILDING RESOURCES LLC 6640 PARKDALE PLACE, SUITE V INDIANAPOLIS, IN 46254 TEL: 317 867 8508 | www.str-seg.com

# City Of Bloomington







#### PROPOSED CONSTRUCTION

ROOF AREA 1 AND 2

- EXISTING STEEL DECK (FLAT)
- TAPERED POLYISOCYANURATE INSULATION (MECHANICALLY ATTACHED)
  1/8" PER FOOT WITH 3" STARTING THICKNESS
- 1/2" HD POLYISOCYANURATE INSULATION COVER BOARD (ADHERED)
   FULLY ADHERED 60 MIL EPDM SINGLE-PLY ROOF MEMBRANE







#### KEY

	OF DRAIN RU-WALL S OF EDGE S TTER EDGE RBED OPEN V.A.C. CURE OF HATCH YLIGHT RBED STAC IMNEY 'E PORTAL ( OF LADDER PE VENT IL STACK	CUPPER IING 3 K CURB PENETRATION DINT ITION
Walnut Street Parking G	Drawn by DS	Sheet No.
302 N. Walnut St Blooming DETAIL REFERENCE I	 Checked by BB	<b>RP-2</b>













Vendor	Invoice Description	Contract # Payment Date	Invoice Amour
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program <b>010000 - Main</b>			
Account 43442 - Equipment Deposits			
Marcy Miller	01-refund trap deposit	07/13/2018	50.0
	Account <b>43442 - Eq</b>	uipment Deposits Totals 1	\$50.0
Account 52110 - Office Supplies			
6530 - Office Depot, INC	01-sticky notes, sharpies	07/13/2018	11.2
	Account 52110	D - Office Supplies Totals 1	\$11.2
Account 52210 - Institutional Supplies			
4045 - Datamars, INC	01-microchips-500 inc s/h	07/13/2018	3,067.2
313 - Fastenal Company	01-roll paper towels-6/6/18	07/13/2018	74.3
313 - Fastenal Company	01-hand sanitizer-6/7/18	07/13/2018	115.7
4586 - Hill's Pet Nutrition Sales, INC	01-feline/canine/puppy/kitten food-6/22/18	07/13/2018	393.5
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-6/22/18	07/13/2018	208.5
3929 - IDEXX Laboratories, INC	01-F/F, HTW, Parvo tests	07/13/2018	1,669.8
4549 - Kroger Limited Partnership I	01-food Open House-lemonade, cutlery, rootbeer, veg tray	07/13/2018	99.8
4549 - Kroger Limited Partnership I	01-tax credit-6/14/18	07/13/2018	(1.79
4633 - Midwest Veterinary Supply, INC	01-syringes-2/20/18	07/13/2018	118.0
4633 - Midwest Veterinary Supply, INC	01-pheromone spray-6/25/18	07/13/2018	55.9
4633 - Midwest Veterinary Supply, INC	01-fluids, syringes-6/19/18	07/13/2018	205.9
4633 - Midwest Veterinary Supply, INC	01-pain meds, antibiotics, anti parasitics-6/19/18	07/13/2018	148.0
4666 - Zoetis, INC	01-antibiotics, vaccines-6/19/18	07/13/2018	416.7
4666 - Zoetis, INC	01-heartworm treatment-6/20/18	07/13/2018	361.2
	Account 52210 - Inst	itutional Supplies Totals 14	\$6,933.1
Account 52310 - Building Materials and Supp	lies		
394 - Kleindorfer Hardware & Variety	01-latches	07/13/2018	10.2
	Account 52310 - Building Mate	rials and Supplies Totals 1	\$10.2
Account 52430 - Uniforms and Tools			
798 - Winters Associates Promotional Products,	01-ACO uniforms	07/13/2018	214.7
	Account <b>52430 - U</b>	niforms and Tools Totals 1	\$214.7



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/4-6/14/18		07/13/2018	2,915.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-6/26/18		07/13/2018	440.00
54639 - Shake Veterinary Services, INC (Town &	01-spay surgery-6/22/18		07/13/2018	25.00
54639 - Shake Veterinary Services, INC (Town &	01-surgey-6/25/18		07/13/2018	117.86
54639 - Shake Veterinary Services, INC (Town &	01-surgery, bloodwork, spay/neuter surgery-6/14-6/19/18		07/13/2018	639.67
	Account 53	8130 - Medical To	otals 5	\$4,137.53
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	01-deposit tickets		07/13/2018	179.49
	Account 53	310 - Printing To	otals 1	\$179.49
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI	01-ACO vehicles-computer mount installation		07/13/2018	3,338.72
	Account 53990 - Other Service	s and Charges To	otals 1	\$3,338.72
	Program	<b>010000 - Main</b> To	otals 25	\$14,875.25
	Department <b>01 -</b>	Animal Shelter To	otals 25	\$14,875.25
Department 02 - Public Works				
Program <b>020000 - Main</b>				
Account 46060 - Other Violations				
Thomas Biegger	14-refund overpayment pkg citation E1601925		07/13/2018	40.00
Glenn A. Jacoby	14-refund overpayment pkg citation A1601856		07/13/2018	40.00
Jeremy Jobe	14-refund overpayment pkg citations G1605348 & K1601922		07/13/2018	40.00
Krishan Narsinghani	14-refund overpayment pkg citation E1700238		07/13/2018	40.00
Elizabeth & Jill Singleton	14-refund overpayment pkg citation K1601883 & B1603582		07/13/2018	80.00
	Account <b>46060 - Ot</b>	her Violations To	otals 5	\$240.00
Account 53650 - Other Repairs				
5936 - Emily E Wilson	02-animal island repairs-5/24/18		07/13/2018	870.90
	Account <b>53650 -</b>	Other Repairs To	otals 1	\$870.90
Account 54510 - Other Capital Outlays				
6070 - 72 Hour LLC (National Auto Fleet Group)	02-FLEET-2018 Ford Transit Connect Van		07/13/2018	26,992.65
	Account 54510 - Other C	apital Outlays To	otals 1	\$26,992.65
	Program	<b>020000 - Main</b> To	otals 7	\$28,103.55



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Departm	ent <b>02 - Public Works</b> To	tals 7	\$28,103.55
Department 03 - City Clerk				
Program 030000 - Main				
Account 52410 - Books				
843 - A.E. Boyce Company, INC	03 - Minute book sheets		07/13/2018	233.17
	Ą	account <b>52410 - Books</b> To	tals 1	\$233.17
Account 53230 - Travel				
5461 - F Nicole Bolden	03-Per diem reimb-ILMCT Conf-South Bend-6/10-6/14/18		07/13/2018	102.00
5935 - Stephen E Lucas	03-Per diem reimb-ILMCT Conf-South Bend-6/10-6/14/18		07/13/2018	102.00
	A	ccount <b>53230 - Travel</b> To	tals 2	\$204.00
	P	rogram <b>030000 - Main</b> To	tals 3	\$437.17
	Depa	artment <b>03 - City Clerk</b> To	tals 3	\$437.17
Department 04 - Economic & Sustainable Dev	1			
Program <b>040000 - Main</b>				
Account 53160 - Instruction				
6563 - Wellington Experience, INC (Wellington)	04 - 2018 ESHIP Summit Registration Fee		07/13/2018	225.00
	Accour	t <b>53160 - Instruction</b> To	tals 1	\$225.00
Account 53170 - Mgt. Fee, Consultants, and	Norkshops			
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman		07/13/2018	4,526.25
	Account 53170 - Mgt. Fee, Consult	ants, and Workshops To	tals 1	\$4,526.25
Account 53970 - Mayor's Promotion of Busin	ess			
818 - Everywhere Signs, LLC	04 - Bicentennial Banners and installation		07/13/2018	1,855.00
818 - Everywhere Signs, LLC	04 - Bicentennial Banners and installation		07/13/2018	640.00
	Account 53970 - Mayor's P	romotion of Business To	tals 2	\$2,495.00
Account 53990 - Other Services and Charges				
6131 - Jane St John	04 - 2018 Consulting Contract		07/13/2018	6,332.50
	Account 53990 - Other	Services and Charges To	tals 1	\$6,332.50
	P	ogram <b>040000 - Main</b> To	tals 5	\$13,578.75
	Department 04 - Econon	nic & Sustainable Dev To	tals 5	\$13,578.75
Department 05 - Common Council				
Program <b>050000 - Main</b>				



Vendor	Invoice Description	Contract # Payment Date	Invoice Amoun
Account 53160 - Instruction			
506 - Christopher William Sturbaum	05-Conf. Reg/hotel-CNU Conf-GA-5/15-5/20/18	07/13/2018	560.00
		Account 53160 - Instruction Totals 1	\$560.00
Account 53230 - Travel			
506 - Christopher William Sturbaum	05-Conf. Reg/hotel-CNU Conf-GA-5/15-5/20/18	07/13/2018	1,040.00
		Account 53230 - Travel Totals 1	\$1,040.00
		Program <b>050000 - Main</b> Totals 2	\$1,600.00
	Depa	artment 05 - Common Council Totals 2	\$1,600.00
Department 06 - Controller's Office			
Program <b>060000 - Main</b>			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-File folder organizer	07/13/2018	9.9
	Acc	count 52110 - Office Supplies Totals 1	\$9.9
Account 53160 - Instruction			
259 - Indiana Association Of Cities & Towns (AIM	) 06-Webinar for Kevin Curran	07/13/2018	25.0
		Account 53160 - Instruction Totals 1	\$25.00
Account 53990 - Other Services and Charges			
129 - FedEx Office and Print Service, INC	10- Bicentennial promo poster	07/13/2018	28.50
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	07/13/2018	1,341.6
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	07/13/2018	4,982.3
1230 - Jeffrey Day Cannon	04- Commissioned Bicetennial Song Artist	07/13/2018	2,500.00
54546 - Charles Y Coghlan, DMD (Office Easel)	18- Bicentennial logo balloons	07/13/2018	194.82
	Account <b>53990</b> -	Other Services and Charges Totals 5	\$9,047.34
		Program <b>060000 - Main</b> Totals 7	\$9,082.37
	Depar	tment 06 - Controller's Office Totals 7	\$9,082.3
Department 09 - CFRD			
Program <b>090000 - Main</b>			
Account 53640 - Hardware and Software Main	ntenance		
6090 - Smartsheet, INC	09-Smartsheet software	07/13/2018	996.00
	Account 53640 - Hardwar	e and Software Maintenance Totals 1	\$996.00
		Program <b>090000 - Main</b> Totals 1	\$996.00



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Department 09 - CFRD Tot	als 1	\$996.00
Department 11 - Mayor's Office				
Program <b>110000 - Main</b>				
Account 52110 - Office Supplies				
4549 - Kroger Limited Partnership I	11-coffee supplies for OOTM kitchen		07/13/2018	24.66
	Acco	unt <b>52110 - Office Supplies</b> Tot	als 1	\$24.66
		Program <b>110000 - Main</b> Tot	als 1	\$24.66
	Dep	artment 11 - Mayor's Office Tot	als 1	\$24.66
Department 12 - Human Resources				
Program <b>120000 - Main</b>				
Account 53990 - Other Services and Charg	es			
6541 - Craig E Hartzer	12 Project Manager for Org Assessment Inv 100		07/13/2018	8,750.00
53442 - Paragon Micro, INC	12 Adobe Acrobat Pro (E Pierson laptop) Inv 83222	25	07/13/2018	378.99
6542 - The Novak Consulting Group, INC	12 Inv 1644 Consulting Fees		07/13/2018	21,067.00
	Account <b>53990 - C</b>	Other Services and Charges Tot	als 3	\$30,195.99
		Program <b>120000 - Main</b> Tot	als 3	\$30,195.99
	Departm	nent 12 - Human Resources Tot	als 3	\$30,195.99
Department 13 - Planning				
Program <b>130000 - Main</b>				
Account 41020 - Permits				
Reed & Sons	13-refund ROW permit-1514 E. 3rd St-IU project		07/13/2018	450.00
		Account 41020 - Permits Tot	als 1	\$450.00
Account 52420 - Other Supplies				
6530 - Office Depot, INC	13 - Phonekleen packets		07/13/2018	20.98
6530 - Office Depot, INC	13 - Disinfecting wipes, Screen Cleaning wipes, Wir	ndex	07/13/2018	21.40
	Acco	unt 52420 - Other Supplies Tot	als 2	\$42.38
Account 53170 - Mgt. Fee, Consultants, an	d Workshops			
6289 - Clarion Associates, LLC	13-UDO Update-prof. services thru 5/31/18		07/13/2018	15,621.04
8305 - Schmidt Associates, INC	13-City Architecture & Design Review-5/1-5/31/18		07/13/2018	4,368.75
8305 - Schmidt Associates, INC	13-Reimbursable expenses-5/1-5/31/18		07/13/2018	71.34
	•	onsultants, and Workshops Tot	als 3	\$20,061.13



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amour
Account 53990 - Other Services and Charge	S			
3444 - Rundell Ernstberger Associates, INC	13-Switchyard Pak Area Study-Inv. date 5/15/18		07/13/2018	6,908.02
3444 - Rundell Ernstberger Associates, INC	13-Bloomington Trades District-Inv. date 5/15/18		07/13/2018	12,134.84
6235 - Toole Design Group, LLC	13-2017-2018 Transp. Plan-4/28-5/25/18		07/13/2018	8,913.50
	Account 53990 - Other Services an	nd Charges Tota	als 3	\$27,956.3
	Program <b>130</b>	<b>000 - Main</b> Tota	als 9	\$48,509.8
	Department 13	- Planning Tota	als 9	\$48,509.8
Department 19 - Facilities Maintenance				
Program <b>190000 - Main</b>				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-CH-cleaning supplies-trash bags, toilet tissue, paper towel		07/13/2018	647.0
	Account 52210 - Institution	al Supplies Tota	als 1	\$647.0
Account 52310 - Building Materials and Sup	plies			
409 - Black Lumber Co INC	19-CH-stain marker-cherry, blend-fil pencil		07/13/2018	10.8
409 - Black Lumber Co INC	19-CH-touch screen glove-Large		07/13/2018	4.9
409 - Black Lumber Co INC	19-CH-round up, 32 ox bottle w/sprayer, small measure cup		07/13/2018	18.9
394 - Kleindorfer Hardware & Variety	19-CH-window spray, scripto lighter		07/13/2018	8.48
394 - Kleindorfer Hardware & Variety	19-CH-key reel		07/13/2018	15.49
53005 - Menards, INC	19-5 box fans, metal cut-off		07/13/2018	92.92
	Account 52310 - Building Materials ar	nd Supplies Tota	als 6	\$151.74
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	19-CH-McCloskey Conf Room-repairs to room due to water damage	BC 2018-37	07/13/2018	654.1
321 - Harrell Fish, INC	19-City Hall-quarterly PM Contract-June 2018	BC 2015-01	07/13/2018	1,910.6
392 - Koorsen Fire & Security, INC	19-CH-June 2018 sprinkler inspection	BC 2015-22	07/13/2018	154.50
5012 - Stanley Access Technologies, LLC	19-service call for front doors-6/14/18		07/13/2018	205.00
	Account 53610 - Buildi	ng Repairs Tota	als 4	\$2,924.33
Account 53990 - Other Services and Charge	S			
4485 - Cosmo Tech, INC (Bloomington	19-CH-clean couch in OOTM		07/13/2018	120.00
	Account 53990 - Other Services ar	nd Charges Tota	als 1	\$120.0
Account 54510 - Other Capital Outlays				
5103 - Staples Contract & Commercial, INC	11-Tables for Law Library (4)		07/13/2018	2,134.8



Vendor	Invoice Description	Contract # Payment Date	Invoice Amount
5819 - Synchrony Bank	11-TV and Wall mount for Law Library	07/13/2018	1,358.98
	Account <b>54510 - C</b>	Other Capital Outlays Totals 2	\$3,493.82
	Pro	ogram <b>190000 - Main</b> Totals 14	\$7,336.96
	Department 19 - Fa	acilities Maintenance Totals 14	\$7,336.96
Department 28 - ITS			
Program <b>280000 - Main</b>			
Account 52110 - Office Supplies			
5530 - Office Depot, INC	28-Copier Paper for City Departments	07/13/2018	804.60
	Account 52	110 - Office Supplies Totals 1	\$804.60
Account 52420 - Other Supplies			
3442 - Paragon Micro, INC	28-Canon PowerShot Camera	07/13/2018	184.96
337 - Stansifer Radio Co, INC	28-1 Meter Flat High Speed HDMI with Ethernet Cable	07/13/2018	6.80
	Account 52	420 - Other Supplies Totals 2	\$191.76
account 53210 - Telephone			
079 - AT&T	28-phone charges 5/20-6/19/18-#812 339-2261 261 1	07/02/2018	5,548.78
	Accour	nt <b>53210 - Telephone</b> Totals 1	\$5,548.78
ccount 53640 - Hardware and Software Mai	ntenance		
989 - Ricoh USA, INC	28-CH-OOTM-Copier Maintenance-3/1-5/31/18	07/13/2018	125.04
989 - Ricoh USA, INC	28-Copier Maintenance-CH/off site facilities-5/17-6/16/18	07/13/2018	2,203.16
3750 - Service Express INC	28-Server Maintenance-City portion-7/1-9/30/2018	07/13/2018	4,269.00
	Account 53640 - Hardware and So	oftware Maintenance Totals 3	\$6,597.20
Account 53910 - Dues and Subscriptions			
895 - Rapid Reproductions, INC	28-Plan Room Subscription-ITS portion	07/13/2018	840.00
	Account <b>53910 - Du</b>	es and Subscriptions Totals 1	\$840.00
	Pro	ogram <b>280000 - Main</b> Totals 8	\$13,982.34
		Department 28 - ITS Totals 8	\$13,982.34
	Fund <b>101 - G</b>	eneral Fund (S0101) Totals 85	\$168,722.85
und 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			



Vendor	Invoice Description	Contract # Payment Date	Invoice Amount
54639 - Shake Veterinary Services, INC (Town &	01-surgery, bloodwork, spay/neuter surgery-6/14-6/1	19/18 07/13/2018	348.15
		Account 53130 - Medical Totals 1	\$348.15
	Program <b>400101 -</b>	Animal Medical Services Totals 1	\$348.15
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-5/29/18	07/13/2018	13.99
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/6/18	07/13/2018	8.52
4549 - Kroger Limited Partnership I	01-rabbit food-parsley, romaine lettuce-6/13/18	07/13/2018	7.76
4549 - Kroger Limited Partnership I	01-rabbit food-parsley, romaine lettuce-6/23/18	07/13/2018	9.19
1633 - Midwest Veterinary Supply, INC	01-beneficial bacteria-6/19/18	07/13/2018	20.18
	Account 5221	0 - Institutional Supplies Totals 5	\$59.64
	Program 4	100102 - Animal Supplies Totals 5	\$59.64
Program <b>400401 - Sustainability</b>			
Account 53990 - Other Services and Charges			
5515 - Green Camino, INC	04 - Service Agreement - compost collection	07/13/2018	60.00
	Account <b>53990 - Oth</b>	ner Services and Charges Totals 1	\$60.00
	Progran	n 400401 - Sustainability Totals 1	\$60.00
Program 401402 - Explorer Teen Programs	-	-	
Account 52420 - Other Supplies			
53005 - Menards, INC	14-materials for Teen Academy	07/13/2018	220.23
	Accour	nt <b>52420 - Other Supplies</b> Totals 1	\$220.23
	Program <b>401402 -</b>	Explorer Teen Programs Totals 1	\$220.23
	Departme	nt 06 - Controller's Office Totals 8	\$688.02
	Fund 10	03 - Restricted Donations Totals 8	\$688.02
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17010 - 2017 IN OCRA Quick Impa	ct Placeb		
Account 52420 - Other Supplies			
4647 - S&S Worldwide, INC	04 - POP kit grant - games	07/13/2018	84.99
4647 - S&S Worldwide, INC	04 - POP kit grant - games	07/13/2018	332.34
	5 5		\$417.33



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program G17010 - 2017 IN OCRA Quid	ck Impact Placeb To	otals 2	\$417.33
	Department 04 - Economic &	Sustainable Dev To	otals 2	\$417.33
	Fund <b>249 - Gr</b>	ants Non Approp To	otals 2	\$417.33
Fund 270 - CC Jack Hopkins NR17-42 (S9	9508)			
Department 05 - Common Council				
Program <b>050000 - Main</b>				
Account 53960 - Grants				
174 - Hoosier Hills Food Bank INC	15-JHSS 2018 Grant-2018 Ram Promaster 2500 Cargo Van		07/13/2018	30,000.00
	Accour	nt <b>53960 - Grants</b> To	otals 1	\$30,000.00
	Progra	m <b>050000 - Main</b> To	otals 1	\$30,000.00
	Department <b>05</b> -	Common Council To	otals 1	\$30,000.00
	Fund 270 - CC Jack Hopkins N	IR17-42 (S9508) To	otals 1	\$30,000.00
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090015 - CFRD Dept Events				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	09-Art supplies for 5 art kits for Bicentennial Arts Contest		07/13/2018	31.76
6530 - Office Depot, INC	09-Art supplies for 5 art kits for Bicentennial Arts Contest		07/13/2018	15.95
6530 - Office Depot, INC	09-Art supplies for 5 art kits for Bicentennial Arts Contest		07/13/2018	19.45
5819 - Synchrony Bank	09-6 drawstring backpacks -art kits-Bicentennial Arts Contest		07/13/2018	13.99
		- Other Supplies To		\$81.15
	Program <b>090015 - C</b>	FRD Dept Events To	otals 4	\$81.15
	Depa	rtment <b>09 - CFRD</b> To	otals 4	\$81.15
	Fund <b>312 - Con</b>	nmunity Services To	otals 4	\$81.15
Fund 401 - Non-Reverting Telecom (S114	16)			
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 54450 - Equipment				
6222 - Apple, INC	28Capital Replacement Computer-		07/13/2018	1,762.00
	Account 54	450 - Equipment To	otals 1	\$1,762.00
	Program <b>254000</b>	) - Infrastructure To	otals 1	\$1,762.00



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 7/1-7/31/18		07/02/2018	149.85
	Account 53150 - Comn	nunications Contract Tota	als 1	\$149.85
Account 53170 - Mgt. Fee, Consultants, and	Workshops			
2372 - Probleu, INC	28-Consulting Serivces (Network)		07/13/2018	500.00
	Account 53170 - Mgt. Fee, Consulta	ants, and Workshops Tota	als 1	\$500.00
	•	m 256000 - Services Tota		\$649.85
	C C	Telecommunications Tota		\$2,411.85
	•	ng Telecom (S1146) Tota	-	\$2,411.85
Fund 409 - Electronic Map Generation(S950		<b>J</b>		
Department 28 - ITS				
Program 280000 - Main				
Account 53170 - Mgt. Fee, Consultants, and	Workshops			
5258 - Geoconvergence, LLC (39 Degrees North	•		07/13/2018	1,187.50
	Account 53170 - Mgt. Fee, Consulta	ants and Workshops Tota		\$1,187.50
	_	ogram <b>280000 - Main</b> Tota		\$1,187.50
		Department 28 - ITS Tota		\$1,187.50
	Fund 409 - Electronic Map	•		\$1,187.50
Fund 450 - Local Road and Street(S0706)				φ1,107.50
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Sign	als			
223 - Duke Energy		BC 2018-53	07/13/2018	11,802.03
223 - Duke Ellergy	02-7th St & 45/46 Bypass-new street light			
	Account 53520 - Street Lig			\$11,802.03
		ogram 200000 - Main Tota		\$11,802.03
		epartment 20 - Street Tota		\$11,802.03
	Fund <b>450 - Local Roa</b>	d and Street(S0706) Tota	ais i	\$11,802.03
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program <b>200000 - Main</b>				



Vendor	Invoice Description	Contract # Payment Date	Invoice Amoun
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	20-self ink stamp	07/13/2018	7.39
	·	0 - Office Supplies Totals 1	\$7.39
Account 52210 - Institutional Supplies			
4519 - Osburn Associates, INC	20-Safety Signs "Mower Ahead"	07/13/2018	142.04
	Account 52210 - Inst	titutional Supplies Totals 1	\$142.04
Account 52330 - Street , Alley, and Sewer Mat	erial		
334 - Irving Materials, INC	20-118 W. 6th-Class A Stone Ash-4 cy-5/10/18	07/13/2018	406.00
334 - Irving Materials, INC	20-106 W. 6th St-Class A Stone Ash-4 cy-6/6/18	07/13/2018	406.00
334 - Irving Materials, INC	20-Bin Block for Spreader Boxes-2 each-6/12/18	07/13/2018	80.00
334 - Irving Materials, INC	20-Bin Block for Spreader Boxes-6 each-6/12/18	07/13/2018	240.00
334 - Irving Materials, INC	20-2864 E. Buick Cadillac-Class A Stone Ash-7 cy-5/31/18	07/13/2018	710.50
	Account 52330 - Street , Alley, a	nd Sewer Material Totals 5	\$1,842.50
Account 52340 - Other Repairs and Maintenar	nce		
294 - All-Phase Electric Supply, INC	20-Traffic signal supplies-PVC coupling, PVC elbow	07/13/2018	16.98
4519 - Osburn Associates, INC	20-Sign Materials-alum blanks, bolts, anchor kit	07/13/2018	7,059.30
	Account 52340 - Other Repairs	and Maintenance Totals 2	\$7,076.28
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-Truck #462-roundup used on Wylie & Smith	07/13/2018	21.97
409 - Black Lumber Co INC	20-garage broom-24" w/handle	07/13/2018	24.99
394 - Kleindorfer Hardware & Variety	20-cup cones, dish soap, putty knife	07/13/2018	139.34
394 - Kleindorfer Hardware & Variety	20-2 rainsuits	07/13/2018	43.98
4519 - Osburn Associates, INC	20-Zephyr Stands for Safety Signs	07/13/2018	1,161.1
336 - Southside Rental Center, INC	20-propane-6/27/18	07/13/2018	47.60
	Account 5242	0 - Other Supplies Totals 6	\$1,438.99
Account 52430 - Uniforms and Tools			
5634 - MGI Traffic Control Products	20-Temporary Pavement Marking Tape	07/13/2018	1,323.42
	Account <b>52430 - U</b>	niforms and Tools Totals 1	\$1,323.42
Account 53130 - Medical			
231 - Indiana University Health Bloomington, INC	20-L. Rains-drug screen DOT 5 Panel E screen	07/13/2018	45.00
	Accour	nt 53130 - Medical Totals 1	\$45.00



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53730 - Machinery and Equipment Re				
19681 - Southeastern Equipment Co, INC	20-Milling Contract Services/Mobilization Fee-6/14-7/13/18		07/13/2018	543.95
	Account 53730 - Machinery and Ec	<b>uipment Rental</b> Tot	als 1	\$543.95
Account 53920 - Laundry and Other Sanitation	n Services			
19171 - Aramark Uniform & Career Apparel Group	, 20-mat/towel service-6/20/18		07/13/2018	26.39
19171 - Aramark Uniform & Career Apparel Group	, 20-uniform rental (minus payroll ded)-6/20/18		07/13/2018	21.23
	Account 53920 - Laundry and Other Sar	itation Services Tot	als 2	\$47.62
Account 53990 - Other Services and Charges				
467 - Groomer Construction, INC	20-Morningside Dr/Buick Cadillac-SW/ramp/curbs	BC 2018-35	07/13/2018	18,102.90
467 - Groomer Construction, INC	20-1309 Pickwick Place-install 8" curb	BC 2018-35	07/13/2018	7,315.80
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-6/12/18		07/13/2018	150.00
60 - Monroe County Solid Waste Management	20-Disposal Fees for Paint-5/30/18-		07/13/2018	808.10
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-6/12/18		07/13/2018	150.00
	Account 53990 - Other Service	ces and Charges Tot	als 5	\$26,526.80
	Program	n <b>200000 - Main</b> Tot	als 25	\$38,993.99
	Depart	ment 20 - Street Tot	als 25	\$38,993.99
	Fund 451 - Motor Vehicle F	lighway(S0708) Tot	als 25	\$38,993.99
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Lindsay Mirkin	26-refund 2 months (June/July) pkg garage permit-canceled		07/13/2018	134.00
	Account 43160 - Lot/Garage	Leases - Annual Tot	als 1	\$134.00
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-1 gal. Simple Green-4		07/13/2018	55.96
	Account 52210 - Instit	utional Supplies Tot	als 1	\$55.96
Account 52340 - Other Repairs and Maintenar	ice			
321 - Harrell Fish, INC	26-4th St Garage skywalk-replaced filter/blower belt-AC		07/13/2018	390.23
321 - Harrell Fish, INC	26-4th St Garage-AC condensate pan-stuck float on pump		07/13/2018	206.88
	Account 52340 - Other Repairs a	nd Maintenance Tot	als 2	\$597.11
Account 52430 - Uniforms and Tools				



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3588 - Cintas Corporation (Cintas #529 EFT	26-Pkg Garages-uniforms for new employee		07/13/2018	551.50
	Account 52430 - Uniform	ms and Tools Tot	als 1	\$551.50
Account 53170 - Mgt. Fee, Consultants, and	Workshops			
6197 - CE Solutions, INC	26-Pkg Garages-structural survey of the roofs-6/15/2018	BC 2017-75	07/13/2018	30,005.00
	Account 53170 - Mgt. Fee, Consultants, and	<b>d Workshops</b> Tot	als 1	\$30,005.00
Account 53610 - Building Repairs				
5976 - EV Connect, INC	26-Pkg Garages-EVC Charge Station Managemnt Sys-4-9/1/18-	BC 2017-39	07/13/2018	996.00
5605 - Photizo, LLC (Fish Window Cleaning)	26-Pkg Garages-window cleaning		07/13/2018	5,820.00
	Account 53610 - Buil	ding Repairs Tot	als 2	\$6,816.00
Account 53650 - Other Repairs				
227 - Otis Elevator Company	26-Walut St Garage-replace sills at 6 landings		07/13/2018	24,498.16
	Account <b>53650 - C</b>	<b>ther Repairs</b> Tot	als 1	\$24,498.16
Account 53840 - Lease Payments				
512 - 7th & Walnut, LLC	26-Walnut St Garage-August 2018 rent		07/13/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-August 2018 garage rent 07/13/2018			36,405.49
	Account 53840 - Lea	<b>se Payments</b> Tot	als 2	\$55,165.47
Account 54420 - Purchase of Equipment				
6222 - Apple, INC	26-Walnut St Garage-Ipad		07/13/2018	322.00
53442 - Paragon Micro, INC	02-Pkg Garages-audio extension cable		07/13/2018	10.50
53442 - Paragon Micro, INC	26-Pkg Garages-otterbox		07/13/2018	51.99
	Account 54420 - Purchase of			\$384.49
	Program <b>26</b>	5 <b>0000 - Main</b> Tot	als 14	\$118,207.69
	Department	26 - Parking Tot	als 14	\$118,207.69
	Fund 452 - Parking Facil	lities(S9502) Tot	als 14	\$118,207.69
Fund 454 - Alternative Transport (S6301)				
Department 02 - Public Works				
Program <b>020000 - Main</b>				
Account 46060 - Other Violations				
Chen Huei Chu	14-refund over payment pkg citation G1603828		07/13/2018	50.00
Jeremy Jobe	14-refund overpayment pkg citations G1605348 & K1601922		07/13/2018	40.00
	Account 46060 - Oth	er Violations Tot	als 2	\$90.00



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amoun			
Account 52430 - Uniforms and Tools							
54558 - The Uniform House, INC	26-Parking Enforcement Officer uniform patches		07/13/2018	125.00			
	Account 52430 - Unifor	r <b>ms and Tools</b> Tota	ls 1	\$125.00			
Account 53210 - Telephone							
1838 - Verizon Wireless	14-Pkg Enf Officers-cell phone services 5/24-6/23/18		07/02/2018	104.04			
	Account 5321	0 - Telephone Tota	ls 1	\$104.04			
	Program <b>C</b>	Program <b>020000 - Main</b> Totals 4					
	Department 02 -	Public Works Tota	ls 4	\$319.04			
	Fund 454 - Alternative Tran	sport(S6301) Tota	ls 4	\$319.04			
Fund 521 - 2017 Refund 517 2011 DT Red	Bond						
Department 06 - Controller's Office							
Program <b>060000 - Main</b>							
Account 53830 - Bank Charges							
3445 - Regions Bank	06-Redev Tax 2011		07/13/2018	800.00			
	Account <b>53830</b> -	Bank Charges Tota	ls 1	\$800.00			
	Program <b>C</b>	Program <b>060000 - Main</b> Totals 1					
	Department 06 - Cont	roller's Office Tota	ls 1	\$800.00			
	Fund 521 - 2017 Refund 517 2011	DT Red Bond Tota	ls 1	\$800.00			
Fund 601 - Cum Cap Development(S2391)							
Department 02 - Public Works							
Program <b>020000 - Main</b>							
Account 52330 - Street , Alley, and Sewer M	Material						
51575 - Ennis Paint, INC	20-Yellow Fast Dry Series for Street Painting		07/13/2018	2,238.00			
19278 - Milestone Contractors, LP	20-surface-patching 1.62 tons-6/4/18	BC 2018-34A	07/13/2018	69.42			
19278 - Milestone Contractors, LP	20-Surface-Covenanter Drive-20.20 tons-6/4/18	BC 2018-34A	07/13/2018	865.57			
19278 - Milestone Contractors, LP	20-surface-E. 2nd St/patchng-534.84 tons-6/5-6/7/18	BC 2018-34A	07/13/2018	22,917.97			
19278 - Milestone Contractors, LP	20-surface-Buick Cadillac-665.39 tons-6/7, 6/13 & 6/14/18	BC 2018-34A	07/13/2018	28,511.97			
19278 - Milestone Contractors, LP	20-Surface-Buick Cadillac/patching-220.90 tons-6/18-6/20/18	BC 2018-34A	07/13/2018	9,465.58			
	Account 52330 - Street , Alley, and S	ewer Material Tota	ls 6	\$64,068.45			
Account 53990 - Other Services and Charge	es						
19681 - Southeastern Equipment Co, INC	20-Milling Contract Services/Mobilization Fee-6/14-7/13/18		07/13/2018	18,000.00			



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990 - Oth	er Services and Charges Tot	als 1	\$18,000.00
		Program <b>020000 - Main</b> Tot	als 7	\$82,068.45
	Depar	tment 02 - Public Works Tot	als 7	\$82,068.45
	Fund <b>601 - Cum C</b> a	<pre>ip Development(S2391) Tot</pre>	als 7	\$82,068.45
Fund <b>730 - Solid Waste (S6401)</b>				
Department 16 - Sanitation				
Program <b>160000 - Main</b>				
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	16-magnetic name tag		07/13/2018	15.07
	Account	52420 - Other Supplies Tot	als 1	\$15.07
Account 53230 - Travel				
6567 - Rhea L Carter	16-hotel/per diem reimbIRC ConfIndy-6/12/18		07/13/2018	162.23
		Account 53230 - Travel Tot	als 1	\$162.23
Account 53920 - Laundry and Other Sanitation	n Services			
19171 - Aramark Uniform & Career Apparel Group	, 16-uniform rental (minus payroll ded)-6/20/18		07/13/2018	7.49
19171 - Aramark Uniform & Career Apparel Group	, 16-mat/towel services-6/20/18		07/13/2018	31.87
19171 - Aramark Uniform & Career Apparel Group	, 16-uniform rental (minus payroll ded)-6/27/18		07/13/2018	7.49
19171 - Aramark Uniform & Career Apparel Group	, 16-mat/towel services-6/27/18		07/13/2018	31.87
	Account 53920 - Laundry and O	ther Sanitation Services Tot	als 4	\$78.72
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-6/2-6/14/18		07/13/2018	12,296.40
		Account 53950 - Landfill Tot	als 1	\$12,296.40
		Program 160000 - Main Tot	als 7	\$12,552.42
	De	partment 16 - Sanitation Tot	als 7	\$12,552.42
	Fund <b>73</b>	<b>0 - Solid Waste (S6401)</b> Tot	als 7	\$12,552.42
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program <b>100000 - Main</b>				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-L. Epperson-safety shoes		07/13/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-T. Cutshall-safety shoes		07/13/2018	100.00



			<b>•</b> • • <i>"</i>		
Vendor	Invoice Description		Contract #	Payment Date	Invoice Amour
327 - Hoosier Workwear Outlet, INC	10-C. Roach-safety shoes			07/13/2018	100.0
327 - Hoosier Workwear Outlet, INC	10-DL Hollingsworth-safety sl	noes		07/13/2018	100.0
327 - Hoosier Workwear Outlet, INC	10-S. Jurczak-safety shoes			07/13/2018	100.0
4291 - Monroe Optical, INC	10-T. Brown-safety shoes			07/13/2018	100.0
54207 - Smith's Shoe Center	10-M. Hobbs & C. Ennis-safet	y shoes		07/13/2018	200.0
		Account 52430 - Unife	orms and Tools To	tals 7	\$800.0
Account 53130 - Medical					
6091 - Frank L Corns	10-F. Corns-reimburse physic	al exam CDL 2018		07/13/2018	90.0
1440 - Carl D Retzlaff	10-C. Retzlaff-refund physical	for CDL 2018		07/13/2018	90.0
		Account 5	3130 - Medical To	tals 2	\$180.0
Account 53420 - Worker's Comp & Risk					
2618 - Southeastern Indiana Health Operations,	12-TTD Inv#201885 PayDate	07/06/18		07/03/2018	1,030.4
	-	Account 53420 - Worker	's Comp & Risk To	tals 1	\$1,030.4
			100000 - Main To	-	\$2,010.4
		0	ment <b>10 - Legal</b> To	-	\$2,010.4
		Fund 800 - Risk Manag	-	-	\$2,010.4
Fund 802 - Fleet Maintenance(S9500)					
Department 17 - Fleet Maintenance					
Program <b>170000 - Main</b>					
Account <b>52230 - Garage and Motor Supplies</b>					
50605 - Bauer Built, INC	17-tires			07/13/2018	3,370.4
50605 - Bauer Built, INC	17-tires			07/13/2018	2,083.8
50605 - Bauer Built, INC	17-tires			07/13/2018	772.7
4693 - Monroe County Tire & Supply, INC	17-tires			07/13/2018	2,805.9
4693 - Monroe County Tire & Supply, INC	17-tires			07/13/2018	566.8
4693 - Monroe County Tire & Supply, INC	17-tires			07/13/2018	254.2
4693 - Monroe County Tire & Supply, INC	17-tires			07/13/2018	383.8
4095 - Monioe County The & Supply, INC	17-11:03	Account 52230 - Garage and	Motor Supplies To	-	\$10,237.9
Account 52320 - Motor Vehicle Repair		Account 52250 - Galage and	word Supplies 10		φ10,237.9
244 - Bloomington Ford, INC	17 miss parts			07/13/2018	968.0
	17-misc parts			07/13/2018	
941 - Central Indiana Truck Equipment	17-stock sanitation clips			0//13/2018	189.8
Pup by Tami Mitchner on 07/05/2018 08:00:00 PM				-	44 640
				Pad	△ 16 of 10



Vendor	Invoice Description	Contract # Payment Date	Invoice Amour
4335 - Circle Distributing, INC	17-misc parts	07/13/2018	20.0
4335 - Circle Distributing, INC	17-misc parts	07/13/2018	20.0
4153 - Diesel Injection Service Co, INC (Turbo &	17-#655 overhaul pump parts & labor	07/13/2018	942.9
51827 - Fire Service, INC	17-#391 switches and reciver/dryer, dipstick	07/13/2018	272.5
51827 - Fire Service, INC	17-#391 switches and reciver/dryer, dipstick	07/13/2018	228.4
455 - Industrial Service & Supply, INC	17-misc parts	07/13/2018	5.78
796 - Interstate Battery System of Bloomington,	17-batteries	07/13/2018	10.70
4439 - JX Enterprises, INC	17-#950 bearing kits	07/13/2018	80.9
4439 - JX Enterprises, INC	17-#438 leaf spring	07/13/2018	1,003.98
4439 - JX Enterprises, INC	17-#951 ac hose and slack adjuster	07/13/2018	185.9
4439 - JX Enterprises, INC	17-#951 ac hose and slack adjuster	07/13/2018	242.9
2974 - MacAllister Machinery Co, INC	17-#657 bearing, window glass and spring	07/13/2018	75.09
786 - Richard's Small Engine, INC	17-#660 thermostat	07/13/2018	24.1
19681 - Southeastern Equipment Co, INC	17-#483 driveline and coupler	07/13/2018	105.7
522 - Truck Country of Indiana, INC (Stoops	17-#430 dipstick	07/13/2018	43.0
4606 - Truck Service, INC	17-#438 ubolts, nuts and washers	07/13/2018	131.9
316 - Vermeer Of Indiana, INC	17-#470 throttle cable	07/13/2018	59.3
2096 - West Side Tractor Sales Co.	17-core return	07/13/2018	(20.00
2096 - West Side Tractor Sales Co.	17-#722 low power repair labor & replace lock and relay labor	07/13/2018	119.3
2096 - West Side Tractor Sales Co.	17-#655 nuts, cap, screws	07/13/2018	59.4
	Account 52320 - Motor Ve	hicle Repair Totals 22	\$4,770.3
Account 53620 - Motor Repairs			
1153 - Diesel Injection Service Co, INC (Turbo &	17-#655 overhaul pump parts & labor	07/13/2018	513.0
1046 - Heritage-Crystal Clean, INC	17-misc services	07/13/2018	338.0
2096 - West Side Tractor Sales Co.	17-#722 low power repair labor & replace lock and relay labor	07/13/2018	464.2
	Account <b>53620 - M</b>	otor Repairs Totals 3	\$1,315.2
Account 53640 - Hardware and Software Mair	ntenance		
53954 - Ron Turley Associates, INC	17 - annual software maintenance	07/13/2018	3,450.0
	Account 53640 - Hardware and Software I	Maintenance Totals 1	\$3,450.0
Account 53920 - Laundry and Other Sanitation	n Services		
19171 - Aramark Uniform & Career Apparel Group	, 17 - Uniforms, mats and towels	07/13/2018	15.89



Vendor	Invoice Description	Contract # Payment	Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Grou	o, 17 - Uniforms, mats and towels	07/13/	2018	206.85
19171 - Aramark Uniform & Career Apparel Grou	o, 17 - Uniforms, mats and towels	07/13/	2018	16.70
19171 - Aramark Uniform & Career Apparel Grou	o, 17 - Uniforms, mats and towels	07/13/	2018	74.67
19171 - Aramark Uniform & Career Apparel Grou	o, 17 - Uniforms, mats and towels	07/13/	2018	15.89
	Account 53920 - La	undry and Other Sanitation Services Totals 5	•	\$330.00
		Program <b>170000 - Main</b> Totals 38	-	\$20,103.56
		Department 17 - Fleet Maintenance Totals 38	-	\$20,103.56
	Fu	and 802 - Fleet Maintenance(S9500) Totals 38	•	\$20,103.56
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program <b>120000 - Main</b>				
Account 53990.1271 - Other Services and Ch	arges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018	07/02/	2018	30.35
7785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/	2018	75.37
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/	2018	110.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/03/	2018	93.62
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	07/03/	2018	485.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/	2018	200.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/	2018	160.00
	Account 53990.1271 - Other Services a	nd Charges Section 125 - URM- City Totals 7	•	\$1,155.08
Account 53990.1272 - Other Services and Ch	arges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	07/03/	2018	190.00
	Account 53990.1272 - Other Services a	nd Charges Section 125 - DDC- City Totals 1	-	\$190.00
Account 53990.1281 - Other Services and Ch	arges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/	2018	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/	2018	13.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/	2018	104.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/05/	2018	28.60
	Account 53990.1281 - Other Services a	Ind Charges Section 125 - URM- Util Totals 4	•	\$182.51
Account 53990.1283 - Other Services and Ch	arges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	07/05/	2018	16,219.06



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990.1283 - Other S	ervices and Charges Health Savings Account Total	s 1	\$16,219.06
		Program <b>120000 - Main</b> Total	s 13	\$17,746.65
		Department 12 - Human Resources Total	s 13	\$17,746.65
		Fund 804 - Insurance Voluntary Trust Total	s 13	\$17,746.65
Fund <b>978</b> - City 2016 GO Bond Proceeds Department <b>06</b> - Controller's Office Program <b>06016G</b> - 2016 G Sanitation Carts Account <b>54510</b> - Other Capital Outlays			07/10/0010	20.1/0.50
5697 - Cascade Engineering, INC	16-trash carts-35 gal/96 gal.		07/13/2018	20,168.50
		Account 54510 - Other Capital Outlays Total	s 1	\$20,168.50
		Program 06016G - 2016 G Sanitation Carts Total	s 1	\$20,168.50
		Department 06 - Controller's Office Total	s 1	\$20,168.50
		Fund 978 - City 2016 GO Bond Proceeds Total	s 1	\$20,168.50
			225	\$528,281.43

REGISTER OF SIHO CLAIMS Board: Board Of Public Works

	_			Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
5/21/2018	EFT	801	ACT-AIM	6/5/2018	695,249.1
5/31/2018	EFT	804	FLEX	6/1/2018	352.5
5/31/2018	EFT	801	CINGA	8/5/2018	31,676.2
8/1/2018	EFT	804	FLEX	6/4/2018	221.5
6/2/2018	EFT	804	FLEX	6/4/2018	376.1
6/2/2018	EFT	804	H.S.A. ER	6/4/2018	826.5
6/4/2018	EFT	804	FLEX	6/6/2018	38.4
8/5/2018	EFT	804	FLEX	8/6/2018	70.0
6/5/2018	EFT	804	FLEX-DDC	6/6/2018	20.0
6/6/2018	EFT	804	FLEX	8/7/2018	46.6
6/7/2018	EFT	804	FLEX	6/8/2018	75.0
8/8/2018	EFT	804	FLEX	6/11/2018	574.9
6/8/2018	EFT	801	H.S.A. EE	6/11/2018	16,304.7
8/9/2018	EFT	804	FLEX	6/11/2018	192.1
6/11/2018	EFT	804	FLEX	6/14/2018	78.2
6/12/2018	EFT	804	FLEX-FSA	8/14/2018	231.3
8/12/2018	EFT	801	H.S.A. ER	6/14/2018	798.1
6/12/2018	EFT	804	FLEX	6/14/2018	208.1
6/13/2018	EFT	801	H.S.A. ER	6/14/2018	491.6
6/13/2018	EFT	804	FLEX	6/14/2018	26.1
6/14/2018	EFT	804	FLEX	6/15/2018	802.9
6/15/2018	EFT	804	FLEX	8/19/2018	261.2
6/16/2018	EFT	804	FLEX	6/19/2018	2,437.7
6/17/2018	EFT	804	FLEX	6/19/2018	63.2
6/18/2018	EFT	804	FLEX	6/20/2018	40.0
6/19/2018	EFT	804	FLEX	8/20/2018	897.0
6/20/2018	EFT	804	FLEX	8/21/2018	119.4
6/19/2018	EFT	804	FLEX	6/20/2018	277.9
6/19/2018	EFT	804			
			H.S.A. ER	6/20/2018	832.1
8/20/2018	EFT	800	Workers Comp	6/20/2018	257.6
6/22/2018	EFT	804	H.S.A. EE	6/21/2018	16,184.0
6/21/2018	EFT	804	FLEX	6/22/2018	505.6
6/22/2018	EFT	804	H.S.A. ER	6/22/2018	1,187.9
6/21/2018	EFT	800	Workers Comp	6/22/2018	82,080.2
8/21/2018	EFT	800	Workers Comp	6/22/2018	17,657.3
6/22/2018	EFT	804	FLEX	6/25/2018	115.0
6/23/2018	EFT	804	FLEX	6/25/2018	54.1
6/24/2018	EFT	804	FLEX	6/25/2018	63.9
6/25/2018	EFT	804	FLEX	6/26/2018	26.4
6/26/2018	EFT	804	FLEX	8/26/2018	177.0
6/26/2018	EFT	804	FLEX	6/27/2018	280.8
6/27/2018	EFT	804	H.S.A. ER	6/27/2018	491.6
6/27/2018	EFT	804	FLEX	6/28/2018	75.2
6/28/2018	EFT	804	FLEX	6/29/2018	185.0
	EFT	801	Dental		
	EFT	804	FLEX		
	EFT	804	FLEX		
	EFT	804	FLEX		
	EFT	801	CIGNA		
	EFT	804	FLEX		
	EFT	804	FLEX		
	EFT	804	FLEX		

ALLOWANCE OF CLAIMS

\$ 872,729.33

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_

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

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

\_\_\_\_\_

# Board of Public Works Claim Register Invoice Date Range 06/27/18 - 06/27/18

Special Utility

223 - Duke Energy	FACSUM-6/14/18	19-CH/Off site facilities- elec. summary billing-bill	Paid by Check #	06/27/2018	06/27/2018	06/27/2018	06/27/2018	4,540.40
		elec. summary billing-bill	0/991	Account 53510 - Electrical	Services Totals	Invoice Transa	ctions 1	\$4,540.40
				Program 26000	0 - Main Totals	Invoice Transac	tions 2	\$4,654.85
				Department 26 -	Parking Totals	Invoice Transac	tions 2	\$4,654.85
				Fund 452 - Parking Facilities	(S9502) Totais	Invoice Transac	tions 2	\$4,654.85
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX0619201	02-PW Division cell phone charges 5/12-	Paid by Check # 67988	06/27/2018	06/27/2018	06/27/2018	06/27/2018	297.78
	U	phone charges 5/12	0,300	Account 53210 - Te	lephone Totals	Invoice Transac	ctions 1	\$297.78
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-6/14/18	19-CH/Off site facilities- elec. summary billing-bill	Paid by Check #	06/27/2018	06/27/2018	06/27/2018	06/27/2018	488.90
		elec. Summary Diang-Dat	0/991	Account 53510 - Electrical	Services Totals	Invoice Transac	tions 1	\$488.90
				Program 16000	0 - Main Totals	Invoice Transac	ctions 2	\$786.68
				Department 16 - Sa	nitation Totals	Invoice Transac	ctions 2	\$786.68
				Fund 730 - Solid Waste	(56401) Totais	Invoice Transac	ctions 2	\$786.68
Fund 802 - Fleet Maintenance(S9500) Department 17 - Fleet Maintenance Program 170000 - Main Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX0619201 8	02-PW Division cell phone charges 5/12-	Paid by Check # 67988	06/27/2018	06/27/2018	06/27/2018	06/27/2018	40.42
	0	phone charges 5/12	07 900	Account 53210 - Te	lephone Totals	Invoice Transac	tions 1	\$40.42
Account 53510 - Electrical Services 223 - Duke Energy	FACSUM-6/14/18	19-CH/Off site facilities- elec. summary billing-bill	Paid by Check #	06/27/2018	06/27/2018	06/27/2018	06/27/2018	638.26
			•••••	Account 53510 - Electrical	Services Totals	Invoice Transac	ctions 1	\$638.26
				Program 17000	0 - Main Totals	Invoice Transac	ctions 2	\$678.68
				Department 17 - Fleet Main	tenance Totals	Invoice Transac	ctions 2	\$678.68
			F	und 802 - Fleet Maintenance	(S9500) Totals	Invoice Transac	ctions 2	\$678.68
					Grand Totals	Invoice Transac	ctions 16	\$14,680.68

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Invoice Date Range 06/27/18 - 06/27/18 Special Utility

Status Held Reason Invoice Date Due Date G/L Date Received Date Payment Date Invoice Amount Invoice No. Vendo Invoice Description Fund 101 - General Fund (S0101) Department 01 - Animal Shelter Program 010000 - Main Account 53210 - Telephone 06/27/2018 238.60 06/27/2018 13969 - AT&T Mobility II, LLC PWDIVX0619201 02-PW Division cell Paid by Check # 06/27/2018 06/27/2018 phone charges 5/12-67988 Account 53210 - Telephone Totals Invoice Transactions 1 \$238.60 Account 53510 - Electrical Services 06/27/2018 1,796.66 223 - Duke Energy FACSUM-6/14/18 19-CH/Off site facilities- Paid by Check # 06/27/2018 06/27/2018 06/27/2018 elec. summary billing-bill 67991 \$1.796.66 Account 53510 - Electrical Services Totals Invoice Transactions 1 \$2,035.26 Invoice Transactions 2 Program 010000 - Main Totals \$2,035.26 Invoice Transactions 2 Department 01 - Animal Shelter Totals Department 11 - Mayor's Office Program 110000 - Main Account 53210 - Telephon 06/27/2018 61.41 06/27/2018 06/27/2018 13969 - AT&T Mobility II, LLC OOTMX06192018 11-cell phone charges-Paid by Check # 06/27/2018 5/12-6/11/18 67984 \$61.41 Account 53210 - Telephone Totais Invoice Transactions 1 \$61.41 Program 110000 - Main Totais Invoice Transactions 1 \$61.41 Invoice Transactions 1 Department 11 - Mayor's Office Totals Department 12 - Human Resources Program 120000 - Main Account 53210 - Telephone 06/27/2018 06/27/2018 23.08 Paid by Check # 06/27/2018 06/27/2018 HRX06192018 12-cell phone charges 13969 - AT&T Mobility II, LLC 5/12-6/11/18 67982 \$23.08 Account 53210 - Telephone Totals Invoice Transactions 1 \$23.08 Program 120000 - Main Totals Invoice Transactions 1 Department 12 - Human Resources Totals \$23.08 Invoice Transactions 1 Department 13 - Planning Program 130000 - Main Account 53210 - Telephone 06/27/2018 324.72 Paid by Check # 06/27/2018 06/27/2018 06/27/2018 13969 - AT&T Mobility II, LLC P&TX06192018 13-ceil phone charges 67981 5/12-6/11/18 Invoice Transactions 1 \$324.72 Account 53210 - Telephone Totals Program 130000 - Main Totals Invoice Transactions \$324.72 Invoice Transactions 1 \$324.72 Department 13 - Planning Totals Department 19 - Facilities Maintenance Program 190000 - Main Account 53210 - Telephone 06/27/2018 06/27/2018 177.24 06/27/2018 06/27/2018 13969 - AT&T Mobility II, LLC PWDIVX0619201 02-PW Division cell Paid by Check # phone charges 5/12-67988 Invoice Transactions 1 \$177.24 Account 53210 - Telephone Totals Account 53510 - Electrical Services 06/27/2018 06/27/2018 06/27/2018 06/27/2018 4.824.61 FACSUM-6/14/18 19-CH/Off site facilities- Paid by Check # 223 - Duke Energy elec. summary billing-bill 67991 \$4,824.61 Invoice Transactions 1 Account 53510 - Electrical Services Totals \$5.001.85 Program 190000 - Main Totals Invoice Transactions 2 \$5.001.85 Invoice Transactions 2 Department 19 - Facilities Maintenance Totals Department 28 - ITS Program 280000 - Main Account 53210 - Telephone 734.57 06/27/2018 06/27/2018 06/27/2018 06/27/2018 28-cell phone charges ITSX06192018 Paid by Check # 13969 - AT&T Mobility II, LLC 5/12-6/11/18 67987 \$734.57 Invoice Transactions 1 Account 53210 - Telephone Totals Invoice Transactions 1 \$734.57 Program 280000 - Main Totals \$734.57 Invoice Transactions 1 Department 28 - ITS Totals \$8,180.89 Invoice Transactions 8 Fund 101 - General Fund (S0101) Totals Fund 451 - Motor Vehicle Highway(\$0708) Department 20 - Street Program 200000 - Main Account 53210 - Telephone 163.12 06/27/2018 06/27/2018 06/27/2018 06/27/2018 PWDIVX0619201 02-PW Division cell Paid by Check # 13969 - AT&T Mobility II, LLC 8 phone charges 5/12-67988 \$163.12 Invoice Transactions 1 Account 53210 - Telephone Totais Account 53510 - Electrical Services 06/27/2018 216.46 06/27/2018 06/27/2018 06/27/2018 FACSUM-6/14/18 19-CH/Off site facilities- Paid by Check # 223 - Duke Energy elec. summary billing-bill 67991 \$216.46 Invoice Transactions 1 Account 53510 - Electrical Services Totals \$379.58 Program 200000 - Main Totals Invoice Transactions 2 \$379.58 Invoice Transactions 2 Department 20 - Street Totals \$379.58 Invoice Transactions 2 Fund 451 - Motor Vehicle Highway(\$0708) Totals Fund 452 - Parking Facilities(S9502) Department 26 - Parking Program 260000 - Main Account 53210 - Telephone 06/27/2018 114.45 06/27/2018 06/27/2018 06/27/2018 Paid by Check # PKGGARX061920 02-Pkg Garages-cell 13969 - AT&T Mobility II, LLC 67983 18 phone charges 5/12-\$114.45 Invoice Transactions 1 Account 53210 - Telephone Totals

Account 53510 - Electrical Services



Invoice Date Range 06/30/18 - 06/30/18 Bank Fees May 2018

G/L Date Received Date Payment Date Invoice Amount Vendor Invoice No. Status Held Reason Invoice Date Due Date Invoice Description Fund 101 - General Fund (S0101) Department 01 - Animal Shelter Program 010000 - Main Account 53830 - Bank Charges 06/30/2018 5.00 06/30/2018 06/30/2018 06/30/2018 18844 - First Financial Bank, N.A. DeptCC05-2018 06-Dept CC Bank Fees Paid by EFT # 23776 May 2018 Account 53830 - Bank Charges Totals Invoice Transactions 1 \$5.00 \$5.00 Program 010000 - Main Totals Invoice Transactions 1 Invoice Transactions 1 \$5.00 Department 01 - Animal Sheiter Totals Department 02 - Public Works Program 020000 - Main Account 53830 - Bank Charges 06/30/2018 16.64 DeptCC05-2018 06/30/2018 06/30/2018 06/30/2018 18844 - First Financial Bank, N.A. 06-Dept CC Bank Fees Paid by EFT # May 2018 23776 Account 53830 - Bank Charges Totals Invoice Transactions 1 \$16.64 \$16.64 Program 020000 - Main Totals Invoice Transactions 1 Invoice Transactions 1 \$16.64 Department 02 - Public Works Totals Department 06 - Controller's Office Program 060000 - Main Account 53830 - Bank Charges 06/30/2018 5.00 06/30/2018 06/30/2018 06/30/2018 18844 - First Financial Bank, N.A. DeptCC05-2018 06-Dept CC Bank Fees Paid by EFT # May 2018 23776 \$5.00 Account 53830 - 8ank Charges Totals Invoice Transactions 1 Program 060000 - Main Totals Invoice Transactions 1 \$5.00 \$5.00 Department 06 - Controller's Office Totals Invoice Transactions 1 Department 13 - Planning Program 130000 - Main Account 53830 - Bank Charges 06/30/2018 06/30/2018 06/30/2018 5.00 06-Dept CC Bank Fees Paid by EFT # 06/30/2018 18844 - First Financial Bank, N.A. DeptCC05-2018 23776 May 2018 Invoice Transactions 1 \$5.00 Account 53830 - Bank Charges Totals Invoice Transactions 1 \$5.00 Program 130000 - Main Totals Department 13 - Planning Totais Invoice Transactions 1 \$5.00 \$31.64 Fund 101 - General Fund (S0101) Totals Invoice Transactions 4 Fund 452 - Parking Facilities(\$9502) Department 26 - Parking Program 260000 - Main Account 53830 - Bank Charges 06/30/2018 1,447.46 GrgFeesMay2018 06-GrgFees Bank Fees Paid by EFT # 06/30/2018 06/30/2018 06/30/2018 18844 - First Financial Bank, N.A. May 2018 23777 Invoice Transactions 1 \$1,447.46 Account 53830 - Bank Charges Totals \$1,447,46 Program 260000 - Main Totals Invoice Transactions 1 \$1,447.46 Department 26 - Parking Totals Invoice Transactions 1 \$1,447.46 Fund 452 - Parking Facilities(\$9502) Totals Invoice Transactions 1 Fund 454 - Alternative Transport(\$6301) Department 02 - Public Works Program 020000 - Main Account 53830 - Bank Charges 8.31 06/30/2018 06/30/2018 06/30/2018 06-Dept CC Bank Fees Paid by EFT # 06/30/2018 DeptCC05-2018 18844 - First Financial Bank, N.A. May 2018 23776 \$8.31 Account 53830 - Bank Charges Totals Invoice Transactions 1 \$8.31 Program 020000 - Main Totals Invoice Transactions 1 \$8.31 Invoice Transactions 1 Department 02 - Public Works Totals Invoice Transactions 1 \$8.3 Fund 454 - Alternative Transport(S6301) Totals \$1,487.41 Invoice Transactions 6 Grand Totals

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

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

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				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
6/30/2018	Bank Fees				1,487.41
7/13/2018	Claims				528,281.43
6/27/2018	Sp Utility Cks				14,680.68
	Month Of June HSA/Wor	kComp/MT & Gym/	CIGNA		872,729.33
		, ,			1,417,178.85
		ALLOWANCE O	FCLAIMS		
claims, and ex total amount o	nined the claims listed on the ccept for the claims not allow f <b>\$ 1,417,178.85</b> day of y	ed as shown on the r		ereby allowed in the	
<u> </u>		et	· · · · · · · · · · · · · · · · · · ·		
	that each of the above listed ith IC 5-11-10-1.6.	voucher(s) or bill(s)	is (are) true and correct a	nd I have audited same in	
		Fiscal Office			