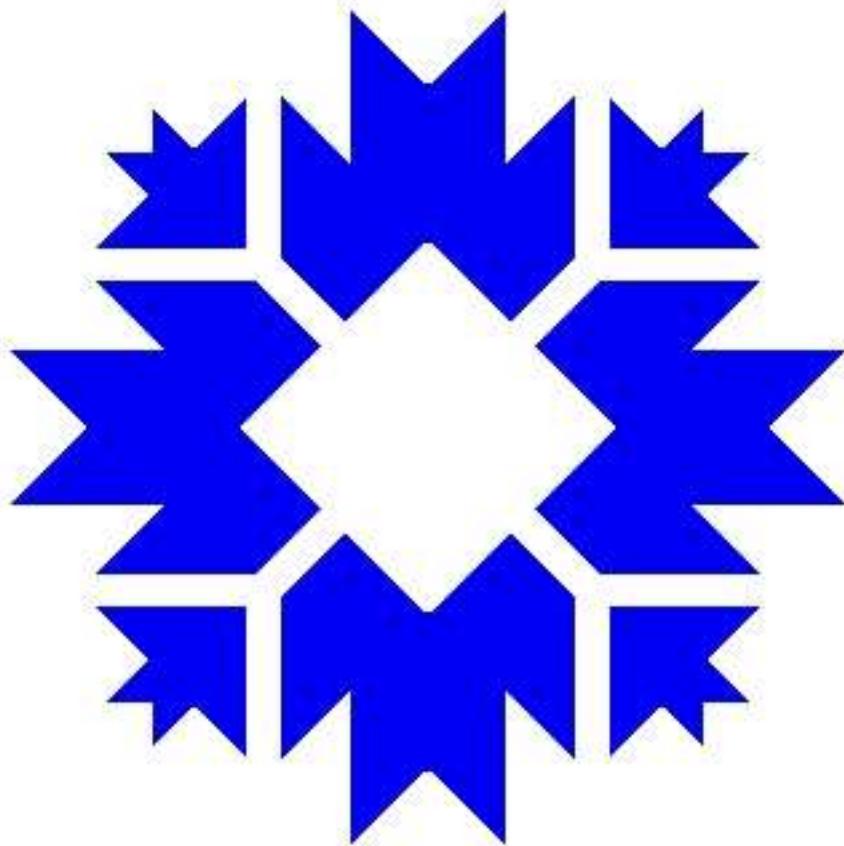


Board of Public Works Meeting

September 4, 2018



AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, September 4, 2018 at 5:30 p.m., in the City Council Chambers at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Permission to Abate Property at 1633 S. Pinestone Court.

IV. CONSENT AGENDA

1. Approval of Minutes-August 21, 2018
2. Resolution 2018-94: Allow Mobile Vendor to Operate in the Public Right of Way (Top Shotta Jerk Chicken)
3. Resolution 2018-95: Use of Public Street for Bloomingfoods Co Op Vendor Fair (Saturday, 9/22)
4. Resolution 2018-96: Use of Public Street for IU Homecoming Parade (Friday, 10/12)
5. Resolution 2018-97: Use of Public Street and Parking Spaces for Midway Music Festival (Saturday, 9/8)
6. Noise Permit Request Regarding Prayer for Life Walk (Thursday, 10/18)
7. Noise Permit Request Regarding WIUX Live Sessions in People's and Reverend E.B. Parks. (Sunday, 9/9, 9/23, 10/14, 10/21)
8. Request from Sarge Property Management to Extend Use of Public Right of Way for Building Improvements at 100 E. Kirkwood Ave., (Wednesday 8/22 through Friday 9/28)
9. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2018-98: Request from RenCon Services to Use Public Right of Way for Dumpster Placement on Dunn Street, (Tuesday, 9/4 through Friday, 10/26)
2. Resolution 2018-99: Request from The Foundry to Encroach into the Public Right of Way with Planters on W. Kirkwood Ave.
3. Request from Umphress Masonry for Use of the Public Right of Way for Building Improvements on N. College Ave. (Saturday 9/8 through Monday 9/10)
4. Noise Permit Request from Pedcor for Concrete Work on Moving Forward Development located at 601 N. Rogers Street
5. Approve Change Order #9 for the 17th and Arlington Roundabout Project
6. Approve Change Order #2 for the Pedestrian Countdown Timer Project
7. Acceptance of 4 Grants of Perpetual Easements from Indiana University, Woodlawn Ave from 7th to 9th.
8. Approve Service Agreement with Ryan Fireprotection Inc. for Repairs to the Fire Suppression System at Fire Station #2
9. Approve Service Agreement with Commercial Service for Installation of Air Conditioning Unit at Fire Station #1
10. Approve Change Order #1 with Ann-Kriss LLC for the South East Stair Tower Painting Project at the Morton Street Garage
11. Approve North East Tower Stairwell Painting Services Agreement with Ann-Kriss LLC at the Morton Street Garage

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Taneisha Henline, Top Shotta Jerk Chicken LLC

Staff Representative: Laurel Waters

Meeting Date: September 4, 2018

Taneisha Henline, owner of Top Shotta Jerk Chicken, was approved for a Mobile Vendor License for one year beginning August 3, 2018, through August 2, 2019, for private property. Ms. Henline would now like to operate her food truck 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 food truck selling Jamaican jerk chicken.

This application is for one year, retroactive to her private property license beginning August 3, 2018, to August 2, 2019.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial** by Laurel Waters

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-94**

**Mobile Vendor in Public Right of Way
Taneisha Henline dba Top Shotta Jerk Chicken 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, Taneisha Henline dba Top Shotta Jerk Chicken LLC (“Vendor”) is seeking a 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 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 obtained a Mobile Vendor License for one year beginning on August 3, 2018, and running through August 2, 2019, for operation on private property; and

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

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

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 August 3, 2018, and ending on August 2, 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.

RESOLUTION 2018-94

- 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 _____ 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-XX** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Taneisha Henline, Top Shotta Jerk Chicken LLC

Date: _____

PD



CITY OF BLOOMINGTON

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Taneisha Henline		
Title/Position:	Owner		
Date of Birth:	8/12/1991 (December 8, 1991)		
Address:	4114 West Daniel Ave		
City, State, Zip:	Bloomington IN, 47403		
E-Mail Address:	jamaica.henline@gmail.com		
Phone Number:	812 361 3912	Mobile Phone:	812 361 3812

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:					
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Taneisha Henline	4114 W Daniel Ave Bloomington IN, 47403
Eli Henline	4114 W Daniel Ave Bloomington IN, 47403

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

Date of incorporation or organization:	10/16/17
State of incorporation or organization:	Indiana
(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

<p>Planned hours of operation:</p>	<p>Upland Brewery West Side, Pep Boys Car Show and Big Red liquors downtown.</p>	
<p>Place or places where you will conduct business (If private property, attach written permission from property owner):</p>	<p>Upland Brewery West Side, Pep Boys Car Show and Big Red liquors downtown.</p>	
<p>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.</p>	<p>Please Attach</p>	
<p>Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>
<p>(If Yes) Provide details</p>		

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

1st check

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

Aug 3, 18

BP/LW

Private
Property
Only

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.

TANEISHA HENLINE

Name, Printed



Signature

7/23/18

Date Release Signed

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.
- € 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 above-described 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: Taneisha Henline

Signature: 

Date: 7/23/18

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 4.28.160 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 poles, 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:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o 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;
 - o 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:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € 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".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the


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

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

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

Vendor:

Name: Taneisha Henline

Signature: 

Date: 7/23/18

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meineke CarCare
 INSPECTOR'S NAME Chad INSPECTOR'S PHONE # 812-354-9160
 DATE OF INSPECTION 7/14/18
 TAXICAB COMPANY _____
 VEHICLE YEAR 2002 MAKE Chevrolet MODEL Workhorse
 VIN 5T4HP41RX23344303

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	✓		
WINDSHIELD WIPERS	✓		Added washer fluid
MIRRORS	✓		
SEATBELTS	✓		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	✓		
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		Very good 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: _____

Inspector Signature _____

Date: ◆

$$7 \overline{) 1418}$$

**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**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2018

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

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

PRODUCER
German American Insurance
211 S. COLLEGE
Bloomington IN 47421

CONTACT NAME: Amie D. Scherschel

PHONE
(A/C, No, Ext): 812-279-4481FAX
(A/C, No): 888-840-5705E-MAIL
ADDRESS: amie.scherschel@germanamerican.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Indiana Farmers Mutual Ins Co

22624

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Top Shotta Jerk Chicken, LLC
4114 W. DANIEL AVE
BLOOMINGTON IN 47403

COVERAGES

CERTIFICATE NUMBER: 913525791

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	6/25/2018	6/25/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TBD	6/25/2018	6/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured as required by written contract

CERTIFICATE HOLDER

City of Bloomington
PO Box 100
Bloomington IN 47402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

State Form 48099 (RS/7-17)
Approved by State Board of
Accounts 2016

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
11	16	06/20/18	05/22/18	53 - MONROE	N	19	762UT	PA			N	VA	
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR				
01/31/20		NONE OF THE ABOVE		02	WRK	STE	5T4HP41RX23344383	VA	GRN/BLK				
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	21.00	0.00	0.00	21.00	25.00	0.00	56.35	0.00	82.35				
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
YEAR TAX	15.75	0.00	0.00	15.75	18.75	0.00	0.00	0.00	34.50				
REGISTRATION LICENSE TYPE													
PASSENGER - NEW PLATE TYPE													

LU

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



47 1/1
3-2

BATCH# 1860756 SEQUENCE# 47 1/1



State Form 48099 (04/1-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		05/23/18	05/22/18	53 - MONROE	N	18	TR328ZNV	GP	3		N	TR	
EXPIRATION DATE		MUNICIPALITY		VEHICLE YEAR		MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	TYPE	COLOR			
07/31/19		NONE OF THE ABOVE		18		R G	UNK	7GRR1080JZ000818	TR	BLK/			
CURRENT	EX TAX	EX CREDIT	DAY CREDIT	NET EX TAX	CO. WHEEL/SUR	10.00	0.00	STATE REG FEE	ADMIN FEE	TOTAL			
	6.00	0.00	0.00	6.00				16.35	0.00	32.35			
PRIOR	EX TAX	EX CREDIT	DAY CREDIT	NET EX TAX	CO. WHEEL/SUR	0.00	0.00	STATE REG FEE	ADMIN FEE	TOTAL			
	0.00	0.00	0.00	0.00				0.00	0.00	0.00			
REGISTRATION LICENSE TYPE													
GENERAL TRAILER NEW FORMAT 3,000													



PD

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



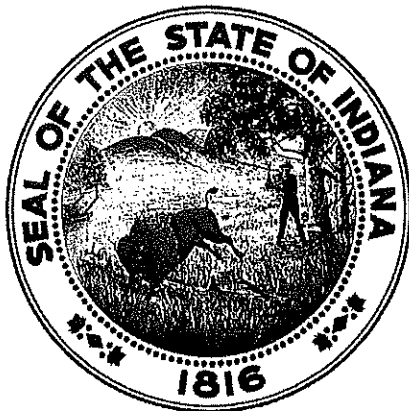
84 1/1
99-13

**State of Indiana
Office of the Secretary of State**

Certificate of Organization
of
TOP SHOTTA JERK CHICKEN LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201710161218818 / 7724856

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

PERMISSION LETTER

Date: 7/23/2018

Re: Permission to use private property and bathroom facilities.

I, BRANDON BANKS give permission to
TOP SHOTTA JERK CHICKEN to use the property and also

the bathroom facilities located at
3160 W. SUSAN DR. as a

authorized solicitor, beginning 8/4/18 and ending all /.

Property owner/ Authorized Representative:

BRANDON BANKS

(Name)

[Signature]

(Signature)

MUGRION@PEPBOYS.COM

(Email)

812-334-0204

(Cell)



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

TANEISHA C HENLINE

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER

UNDER THE

CONFERENCE FOR FOOD PROTECTION STANDARDS



6751 Forum Drive, Suite 220, Orlando, FL 32821
(800) 446-0257 F (407) 352-3603 www.NRFPSP.com
National Registry of Food Safety Professionals®

PRESIDENT:

LAWRENCE J. LYNCH, CAE

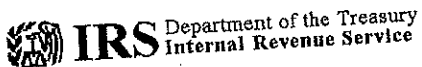
ISSUE DATE: DECEMBER 7, 2017

EXPIRATION DATE: DECEMBER 7, 2022

CERTIFICATE No: 21412961

TEST FORM: EXE70

This certificate is not valid for more
than five years from date of issue.



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0457209009
Apr. 12, 2018 LTR 147C 0
82-3072079 000000 00
00006980
BODC: SB

TOP SHOTTA JERK CHICKEN LLC
TOP SHOTTA JERK CHICKEN
% TANEISHA C HENLINE SOLE MBR
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806

030679

Employer identification number: 82-3072079

Dear Taxpayer:

Thank you for your inquiry of Apr. 03, 2018.

Your employer identification number (EIN) is 82-3072079. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

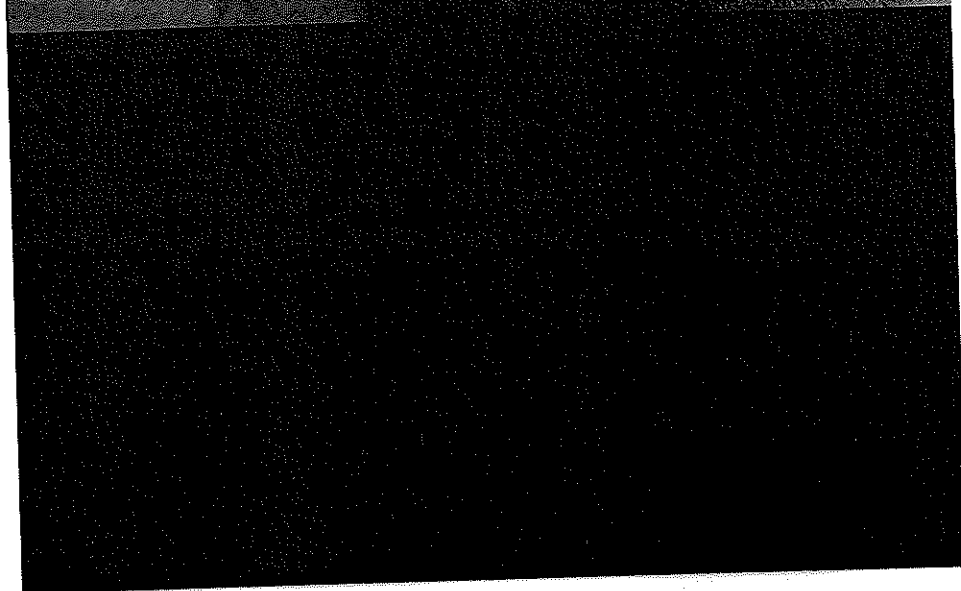
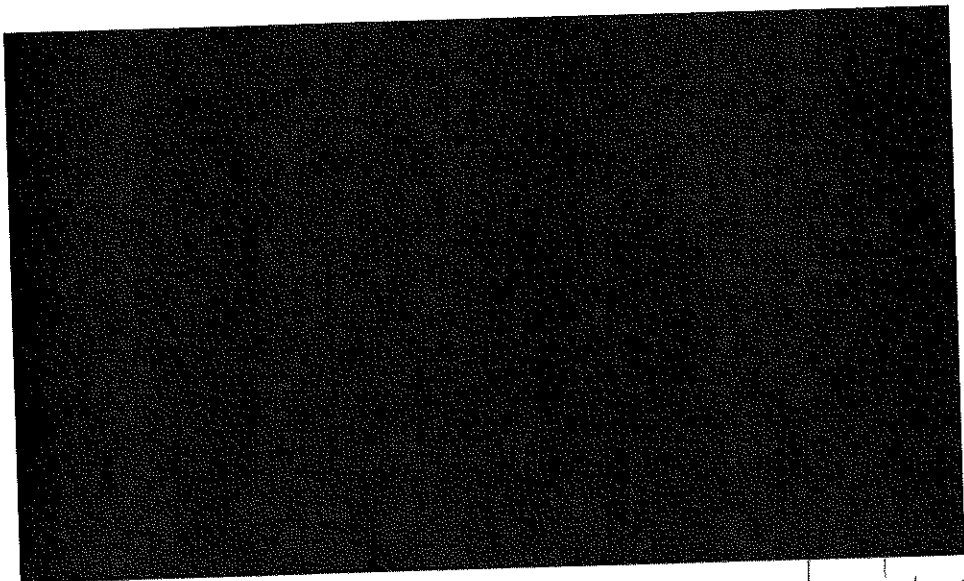
When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

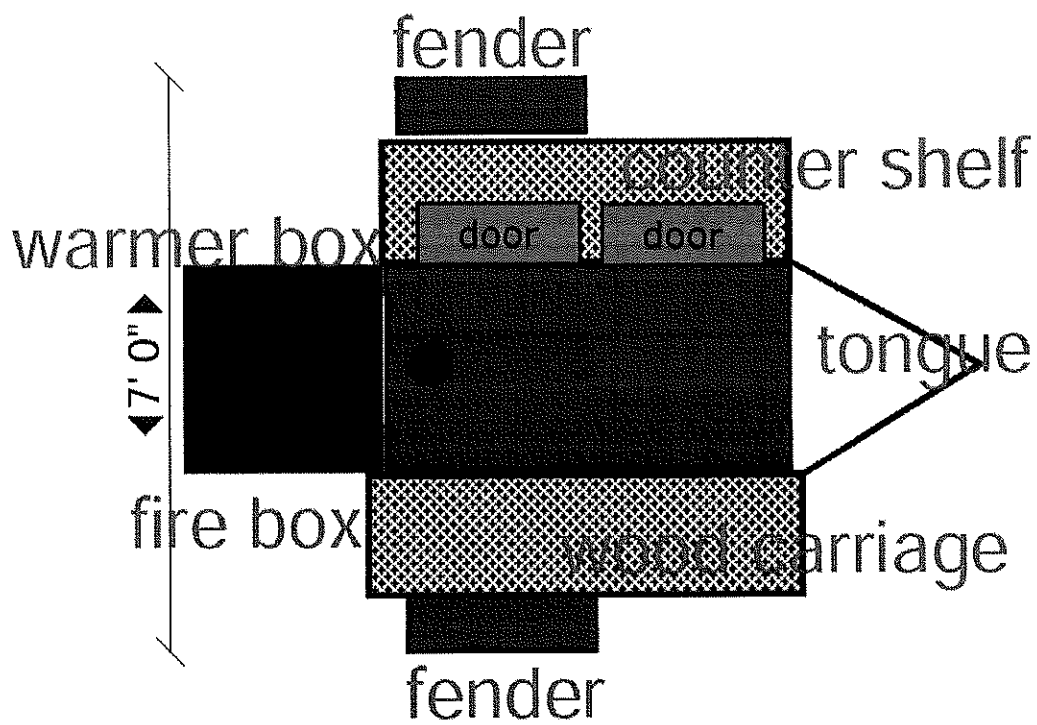
Keep a copy of this letter for your records.

Thank you for your cooperation.

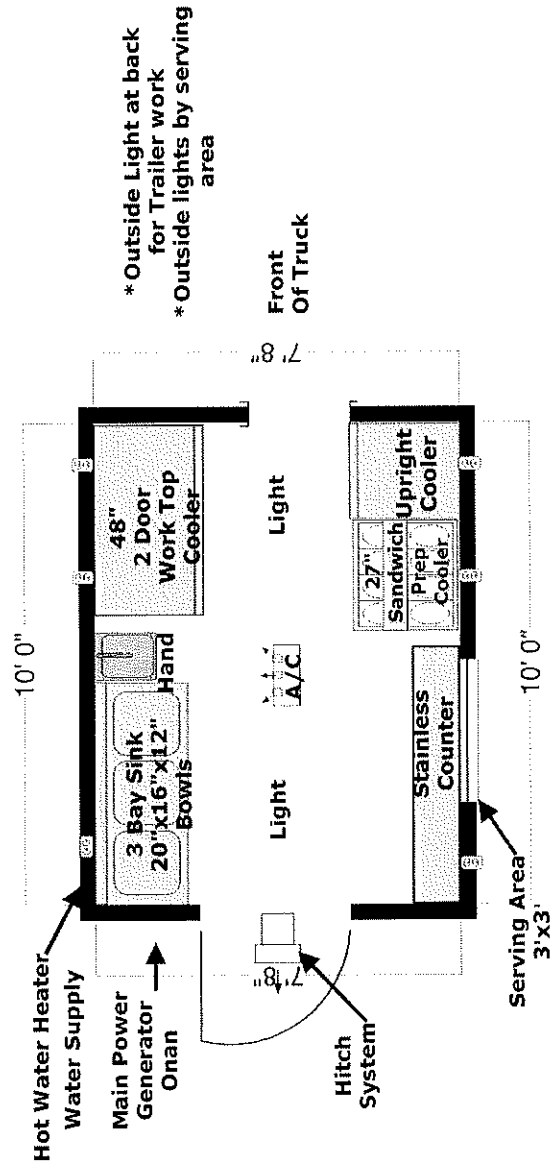
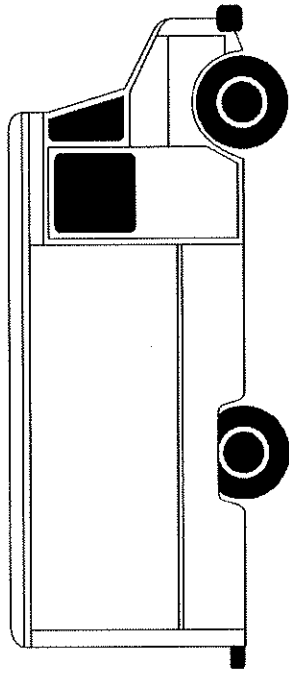




Trailer layout



Truck Layout



Mobile Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

TOP SHOTTA MOBILE
TANEISHA HENLINE

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

2018

Issued AUG 03 2018

By Thomas W. Haynes

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

**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: 01/22/2018

Business Name: Top Shotta Jerk Chicken LLC

Address: 4114 W DANIEL AVE
Bloomington, IN 47408

Phone: CELL 812-361-3912

The following permit has been issued:

Permit No. 18-0093

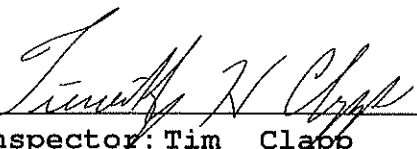
Type: FOOD Temporary Vender/Cooking

Issued Date: 01/22/2018

Effective Date: 01/22/2018

Expiration Date: 01/22/2019

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


Inspector: Tim Clapp

1/22/2018

Date



Board of Public Works Staff Report

Project/Event: Bloomingfoods Co Op Vendor Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Natascha Jacob, Marketing Administrator

Date: September 4, 2018

Report: Bloomingfoods will be hosting their 2nd Vendor Fair on September 22, 2018 from 10am to 1pm. They are requesting to close Madison from West 6th Street to West 7th Street from 8am until 3pm.

The Vendor Fair is to show appreciation for the members of their co-op community. There will be local vendors, grilling, beer sampling and live music. The event will take place alongside the Saturday Farmer's Market. This is a family friendly event, and the general public is welcome and encouraged to attend. There is no rain date this year.

They did fill out the Noise Permit application, and a noise waiver is included in the Resolution.

Recommend ☒ **Approval** ☐ **Denial by** Sean Starowitz

**BOARD OF PUBLIC WORKS
AMENDED RESOLUTION 2018-95**

BLOOMINGFOODS CO-OP VENDOR FAIR 2018

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

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

WHEREAS, the Bloomingfoods Co-op (hereinafter "Sponsor") is desirous of using City property which includes Madison Street from W. 6th Street to W. 7th Street to host a vendor fair, on Saturday, September 22, 2018, and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Madison Street, from W. 6th Street to W. 7th Street shall be temporarily closed to traffic and parking from 8 a.m. to 3:00 p.m. on Saturday, September 22, 2018 with event hours being 10:00 a.m. to 1 p.m. for Bloomingfoods Co-op Vendor Fair.
2. Vendors who have not received explicit authorization from Sponsor, or their representatives or agents, to participate in the vendor fair shall not be permitted to utilize the closed off areas outlined above for the purposes of performing, displaying, producing or selling items or goods.
3. Sponsor shall post "no parking" signs on parking meters at least 24 hours in advance of the closing. Temporary "No Parking" signs may be obtained from the City Department of Public Works and shall be affixed as instructed by City Staff.
4. Sponsor shall be responsible for placement and removal of barricades. Sponsor is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. Sponsor agrees to obtain at its own expense and place barricades to close Madison Street from W. 6th Street to the east/west alley and W. 6th Street and to remove barricades by 3:00 p.m. on Saturday, September 22, 2018.
5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 3:00 p.m. on Saturday, September 22, 2018.
6. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section

RESOLUTION 2018-95

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

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

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice- President

Dana Palazzo, Secretary

AGREED TO THIS _____ DAY OF _____, 2018.

BLOOMINGFOODS CO-OP

Signature

Printed Name and Title

4/4



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: Natascha Buehnerkemper
Contact Phone: 812-339-4442 ext 113 Mobile Phone: 217-821-6628
Title/Position: Marketing Administrator
Organization: Bloomingfoods Co-op
Address: 316 W 6th Street
City, State, Zip: Bloomington, IN 47404
Contact E-Mail Address: natascha@bloomingfoods.coop
Organization E-Mail and URL: info@bloomingfoods.coop; www.bloomingfoods.coop
Org Phone No: 812-339-4442 Fax No: n/a

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:

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

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

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

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

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

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	September 22, 2018	
Time of Event:	Date: 9/22/18 Start: 10:00 am Date: 9/22/18 End: 1:00 pm	
Setup/Teardown time Needed	Date: 9/22/18 Start: 8:00 am Date: 9/22/18 End: 3:00 pm	
Calendar Day of Week:	Saturday	
Description of Event:	Bloomingfoods will be holding its second quarterly Co-op Day event, which is an event to show appreciation for the members of our co-op community. There will be local vendors sampling their wares, grilling, beer sampling (proper permits are being secured), and live music. The event will take place alongside the Saturday Farmer's Market. We would like to close off North Madison, the same parkings pots that are closed off for the Tuesday market.	
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close):

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

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

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

Bloomington Police

Bloomington Fire

Planning & Transportation

Transit

Public Works

Board of Public Works

Date Approved:

✓
8/28
8/28
8/28

Approved By:

SS
SOLDHAM
J Johnson
D Backler



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomingfoods Co-op Day		
Location of Event:	Bloomingfoods Near West (316 W 6 th Street)		
Date of Event:	9/22/18	Time of Event:	Start: 10:00 am
Calendar Day of Week:	Saturday		End: 1:00 pm
Description of Event:	Community appreciation event with local vendors sampling, grilling on-site, beer sampling, live music, entertainment for kids.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Natascha Buehnerkemper		
Organization:	Bloomingfoods Co-op	Title:	Marketing Admin
Physical Address:	316 W 6 th Street		
Email Address:	natascha@bloomingfoods.coop	Phone Number:	812-339-4442 ext 113
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

Waste and Recycling Management Plan

Designated waste and recycling manager:

The waste and recycling manager for the local vendor fair will be Bloomingfoods Marketing Administrator Natascha Buehnerkemper.

Event Map:

Bins will be placed at both entrances to the event clearly marked for waste or recycling (clearly marked for mixed paper and containers) . Additionally, we will have 2 dumpsters available next to the Bloomingfoods building, with several recycling cans for event use.

Targeted Waste:

Type of waste	Collection plan
Containers	Recycling collected for pick up – designated bins staffed by employees
Mixed paper	Paper recycling compacted on site and collected weekly as part of Bloomingfoods daily waste management plan – designated bins staffed by employees
Food Waste	Waste bins – smaller bins will be properly bagged and placed in Bloomingfoods dumpsters.

Collection and hauling system:

Waste and recycling will be collected in large bins at each entrance/exit at the event with signage clearly marking each bin. Additional signage will be used to denote each waste station for ease of use and location for event attendees. Waste will be collected from each event waste and recycling station after event and placed for regular weekly pick up.

Vendor and volunteer education and training:

Waste and recycling manager will meet with each vendor prior to event start time to walk him or her through the waste and recycling management plan. Waste and recycling manager will require each vendor to have a small sign at booth pointing event attendees to Bloomingfoods waste and recycling stations. Additionally, each vendor will be required to remind each attendee that visit his or her booth to properly dispose of waste at one of three waste stations on site.

Materials and supplies:

Materials to be used include – three large recycling bins for containers (one at each station), three large recycling bins for mixed paper (one at each station), three large waste bins (one at each station), signage for each bin, large signage pointing attendees to each waste and recycling station, small table top signage for each booth reminding attendees to properly dispose of waste.

Designation of duties:

Natascha Buehnerkemper – Management of all waste and recycling created by the event vendors and attendees.

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event on Saturday, September 22 from 10:00 AM to 1:00 PM in Public Right Way for N Madison St. Between W 6th Street and W 7th Street.

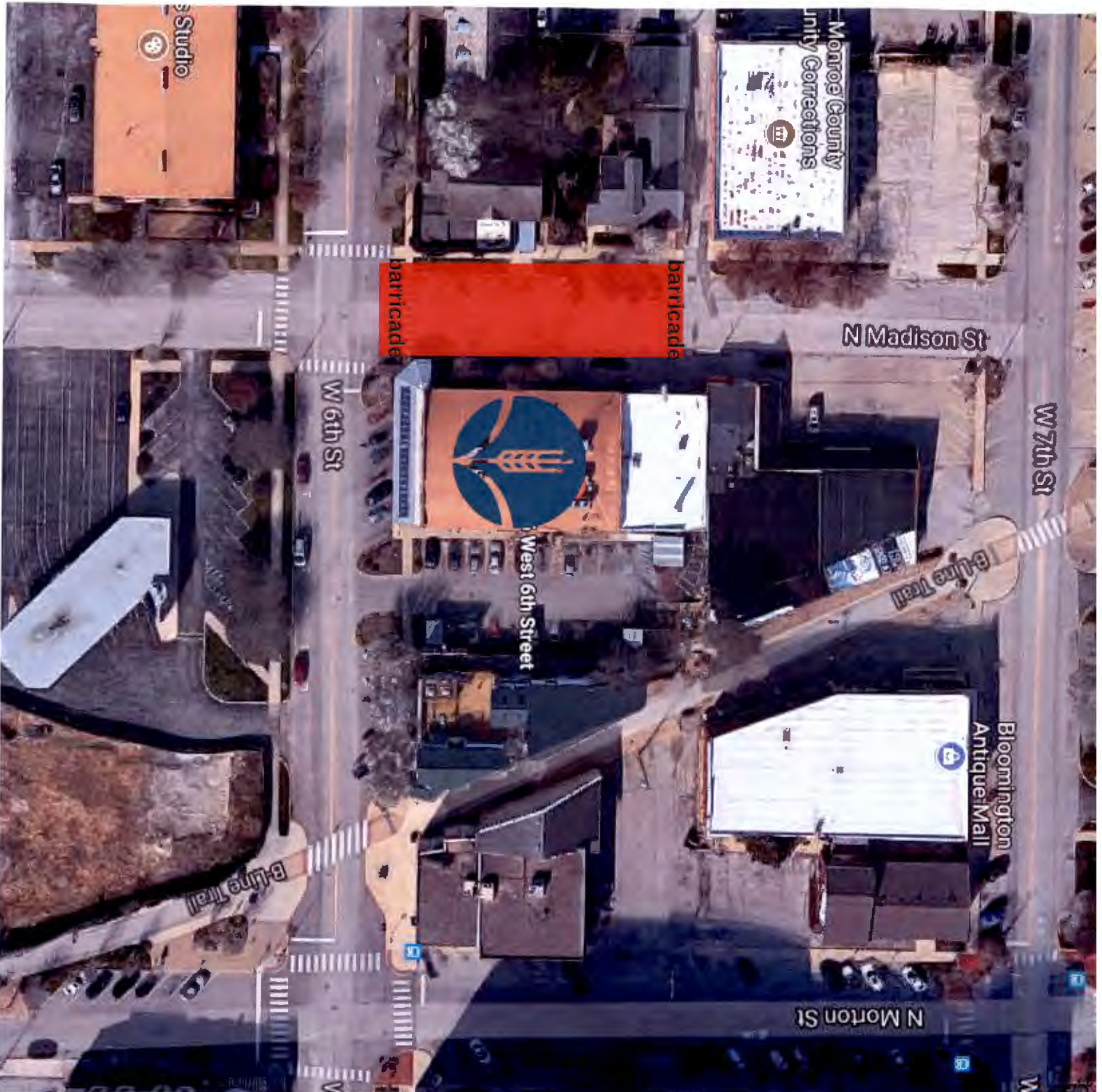
The Board of Public Works meeting to hear this request will be September 4th, 2018. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

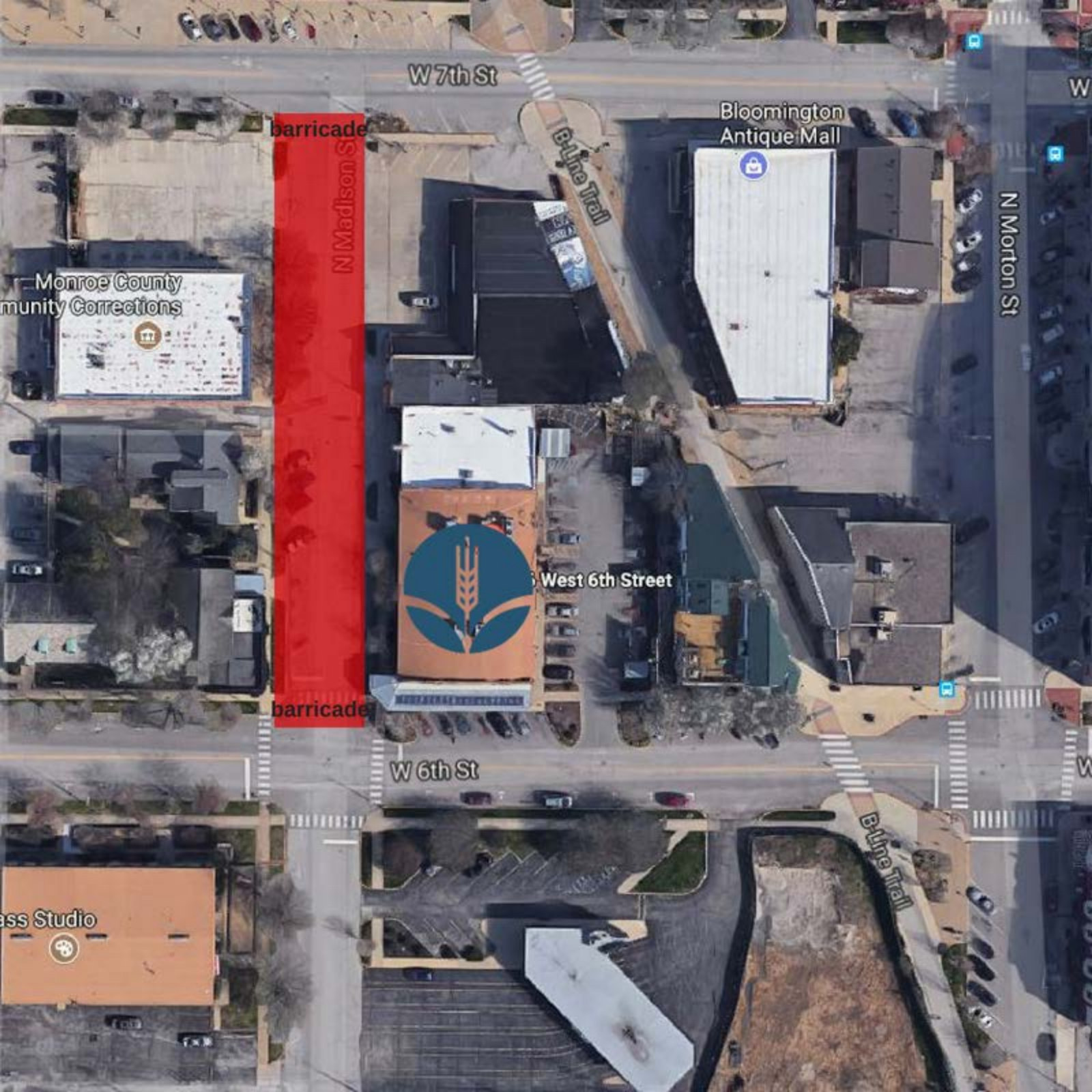
The proposal for Bloomingfoods Co-op Day will be on file and may be examined in the Public Works office on the Fridays (August 30th 2018) prior to the Tuesday (September 4th) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Bloomingfoods Market & Deli
DATE: 8/14/18





W 7th St

barricade

N Madison St

Bloomington
Antique Mall

Monroe County
Community Corrections

N Morton St

West 6th Street

barricade

W 6th St

Class Studio

B-Line Trail



Board of Public Works Staff Report

Project/Event: Indiana University Homecoming Parade

Petitioner/Representative: Indiana University Alumni Association

Staff Representative: Sean Starowitz

Meeting Date: September 4, 2018

Event Date: Friday, October 12, 2018

The Indiana University Alumni Association is requesting street closures for the purpose of conducting their annual Indiana University Homecoming Parade on Friday, October 12th from 5:00 p.m. to 9:00 p.m.

The Alumni Association is requesting that portions of the following City streets be temporarily closed to vehicular traffic: N. Woodlawn Avenue between E. 7th Street and E. 17th Street and E. 7th Street, a portion of 17th Street and 7th Street. The direction of the parade is changing this year, with staging from the IU Orange Parking Lot, crossing 17th Street and ending at the IU Memorial Union on 7th Street between the hours of 5:00 p.m. and 9:00 p.m., on Friday, October 12, 2018.

Indiana University Police Department and Bruce Wilds Security will be providing traffic control.

The Indiana University Alumni Association expects approximately 1500-2000 attendees, including student and community members, and will feature walking groups, decorated vehicles, and floats.

A noise waiver has been written into the Resolution, and a Noise Permit application was submitted.

BPD has approved a Parade Permit subject to BPW approval.

Staff recommends approval.

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-**

IU HOMECOMING PARADE 2018

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by Indiana Code § 36-9-6-2 to supervise the streets, sidewalks, and parking spaces of the City; and

WHEREAS, the Indiana University Alumni Association (hereinafter referred to as “IU”) would like to have the City close the following City streets: N. Woodlawn Avenue between E. 7th Street and E. 17th Street. Parade staging will begin in the IU Orange Lot, and cross 17th Street and end on 7th Street with Pep Rally in Dunn Meadow. This closing is so IU can host the 2018 Indiana University Homecoming Parade.

WHEREAS, IU has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the 2018 Indiana University Homecoming Parade: N. Woodlawn Avenue between E. 7th Street and E. 17th Street and E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue between the hours of 5:00 p.m. and 9:00 p.m., on Friday, October 12, 2018. The parade will begin at 6:00 p.m. and will end at 8:00 p.m.
2. IU 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. IU shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. IU agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU shall not close the streets until 5:00 p.m. on Friday, October 12, 2018 and shall remove barricades and signage by 9:00 p.m. on Friday, October 12, 2018.
4. IU 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.
5. IU shall clean up the affected area before, during, and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and

Resolution 2018-

empty and remove all trash cans/receptacles. Clean-up shall be completed by 9:00 p.m. on Friday, October 12, 2018.

6. The City 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.
7. 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.
8. IU shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IU, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, a duly authorized representative of IU, represents that he/she is fully empowered by proper action of IU to bind IU to the terms and conditions set forth in this Resolution and does so bind IU by his/her signature set forth below.

ADOPTED THIS _____ DAY OF _____, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

INDIANA UNIVERSITY ALUMNI
ASSOCIATION:

Signature

Printed Name, Title

Date

8-21-18



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:	Amy Oakley		
Contact Phone:	(812) 855-6120	Mobile Phone:	(812) 361-2351
Title/Position:	Alumni Programs Manager		
Organization:	Indiana University Alumni Association		
Address:	1000 E. 17 th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	aoakley@indiana.edu		
Organization E-Mail and URL:	alumni.iu.edu		
Org Phone No:	(812) 855-4822	Fax No:	

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

Organization Name:	IU Athletics (Mark Skirvin)		
Address:	1001 E. 17 th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	mskirvin@indiana.edu		
Phone Number:	(812) 856-1401	Mobile Phone:	
Organization Name:	Bloomington Food Truck Friday (Jordan Davis)		
Address:	1900 S. Walnut Street		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	jdavis@moosebtown.com		
Phone Number:	(317) 439-3903	Mobile Phone:	
Organization Name:	IUPD (Brian Oliger and/or Kenneth Allen)		
Address:	1469 E 17 th Street		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	boliger@indiana.edu		
Phone Number:	(812) 855-4275	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, October 12, 2018	
Time of Event:	Date: 10/12/2018 Start: 6pm	Date: 10/12/2018 End: 8pm
Setup/Teardown time Needed	Date: 10/12/2018 Start: 9am	Date: 10/12/2018 End: 9pm
Calendar Day of Week:	Friday	
Description of Event:	Annual IU Homecoming Parade	
Expected Number of Participants:	1500-2000	Expected # of vehicles (Use of Parking Spaces to close): parking will be open in Assembly Hall parking lots

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

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

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

<input checked="" type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

August 24, 2018

Dear Bloomington Community and IU Campus friends:

Greetings from the Indiana University Homecoming Steering Committee! This year, the Homecoming parade will take place on Woodlawn Ave. on Friday, October 12th at 6:00 p.m. We are contacting you because the building you live or work in will be affected by the parade. Our petition will be heard by the Board of Public Works on Tuesday, September 4th in the Council Chambers of City Hall Showers Building.

This year, the staging area is in the Orange lot of the Memorial Stadium parking lot. The parade will run from 17th Street up to 7th Street, along Woodlawn Avenue, and these roads will be closed from approximately 4:30-7:30 p.m. on Friday, October 12th. While 17th and Woodlawn up to 7th and Indiana Ave. will not be closed, please note that parade traffic will be heavy in this area as parade participants are exiting the parade route. Please see the attached parade route map for a better understanding of what areas will be affected. It is likely that parking will be limited or unavailable in these areas. Not only will there be the usual college students and community members, but we anticipate many Hoosier alumni will be returning to Bloomington.

Homecoming is one of the biggest IU events of the year, and the parade is a significant part of building up the spirit for the big game. Your participation would be greatly appreciated! We encourage you to get spirited, get involved, and let's make Homecoming 2018 a year to remember!

We appreciate your patience and understanding during the parade. If you have specific questions about suggestions for navigating around the parade during this time period, please feel free to contact the Indiana University Alumni Association at (812) 855-4822 and ask to speak to someone in the programs department.

Sincerely,

Mike Mann
Director of Alumni Programs
Indiana University Alumni Association

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

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

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan Template

Event name: 2018 IU Homecoming Parade
Number of expected attendees: 1500-2000
Number of food vendors: 3-5
Number of other vendors: 3-5

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

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

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

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

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

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

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

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

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

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

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

Parade staging: 5–6 p.m.
Parade begins: 6 p.m.

Memorial
Stadium

Simon Skjodt
Assembly Hall

Cook Hall

P
PARKING
(ORANGE LOT)

E. 17th St.

DeVault Alumni Center

N. Dunn Ave.

N. Fess Ave.

P
PARKING
(GRASS
LOTS)

E. 14th St.

N. Forrest Ave.

N. Walnut Grove St.

P

E. 13th St.

E. 12th St.

E. 11th St.

N. Dunn Ave.

N. Indiana Ave.

N. Fess Ave.

N. Park Ave.

PARADE ROUTE
(N. WOODLAWN AVE.)

Intersections closed during parade

E. 10th St.

E. 9th St.

E. 8th St.

E. 7th St.

N. Woodlawn Ave.

Indiana Memorial
Union

Pep rally in
Dunn Meadow
immediately
following parade



Board of Public Works Staff Report

Project/Event: Use of Parking spaces for MidWay Music Festival

Petitioner/Representative: Alexi King, MidWay Music Festival

Staff Representative: Sean Starowitz

Meeting Date: September 4, 2018

MidWay Music Festival will be hosting their 2nd festival which celebrates and connects female-identifying musicians and artists. Local and state-wide female-fronted performing acts will come together on one entire day to celebrate their achievements and inspire other female musicians to pursue their goals. The event will begin at noon and end at 8:00 p.m. on Saturday September 8, 2018. There will be booths, artistic demonstrations and performances in Waldron Hill Buskirk Park. They are requesting six (6) parking spaces on South Lincoln adjacent to the Park for the parking of food trucks. They are also requesting a noise permit so that music can be played.

Recommendation and Supporting Justification: Staff supports the request for parking spaces as well as the Noise Permit for MidWay Music Festival. This has been approved by Bloomington Police & Fire Departments.

Recommend ☒ **Approval** ☐ **Denial by** Sean M. Starowitz

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

MIDWAY MUSIC FESTIVAL

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

WHEREAS, the MidWay Music Festival is desirous of using six (6) parking spaces on South Lincoln Street adjacent to the Waldron Hill Buskirk Park so they can park Food Trucks in conjunction with the MidWay Music Festival to be held in the Park; and,

WHEREAS, the MidWay 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 of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works (hereinafter "City") declares that the MidWay Music Festival may reserve six (6) parking spaces on South Lincoln Street adjacent to the Waldron Hill Buskirk park beginning at 8am on Saturday, September 8, 2018 until 10:00 p.m. Saturday, September 8, 2018 for the placement of Food Trucks as part of a festival for the general public.
2. The MidWay 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. The MidWay Music Festival will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 10 p.m. on September 8, 2018.
4. 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 12:00 noon and 8:00 p.m. on Saturday, September 8, 2018.
5. The MidWay Music Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. In consideration for the use of the City's property and to the fullest extent permitted by law, the MidWay 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 and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or

Resolution 2018--

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:

MIDWAY MUSIC FESTIVAL:

Kyla Cox Deckard, President

Signature

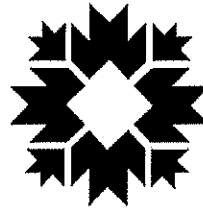
Beth H. Hollingsworth, Vice-President

Printed Name, Title

Dana Palazzo, Secretary

Date

Date



CITY OF BLOOMINGTON
parks and recreation

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 7th 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
Bloomington, 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: March 22, 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:

Midway Music Festival

Waldron, Hill & Buskirk Park with 3rd Street Stage & Restrooms

Saturday, September 8, 2018 8am – 11pm (includes set-up & dismantle)

Special Notes:

Certificate of Insurance will need to submit to this office. This should be submitted, along with payment not later than, Monday, August 27, 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 to not park or block police parking.

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

Use, Security, Safety

1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.
2. The department reserves the right to require an event promoter to hire security personnel before being granted permission to conduct an activity on department property.
3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
5. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited.
6. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly 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.
8. **No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park without an approved Noise Permit.**
9. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.
10. No person shall cut, injure, deface, remove, or disturb any department property at any time.
11. Except as noted on the special use permit, vehicles of any type are prohibited from **parking or operating** a vehicle on city-owned properties, except as designated, for any purpose before, during, or after a special event.
12. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.
13. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.

All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.

INVOICE



CITY OF BLOOMINGTON
parks and recreation

PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Invoice Number: 1818-SE05

Date: March 22, 2018

Midway Music Festival
305 E. 17th St., Apt #1
Bloomington, IN 47408
Attn: Alexi King

Quantity	Description	Unit Price	Total
1	Application Fee	\$25.00	\$25.00
1	Permit Fee	\$150.00	\$150.00
4	Vending Fee	\$25.00	\$100.00
1	Park Deposit	\$75.00	\$75.00
1	3rd St. Stage Fee	\$100.00	\$100.00
1	Stage Deposit	\$50.00	\$50.00
8	Alison Jukebox Restrooms (\$35/hr)	\$35.00	\$280.00
-1	Application Fee (Paid 1/26/18)	-\$25.00	(\$25.00)
	Due:		
TOTAL DUE			\$755.00

For questions please call invoice originator: Kim Clapp 349-3710

Please make checks payable to City of Bloomington

Mail To:
PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Office Use Only:

Deposit in revenue line:

201-18-186500-41020 \$175.00
201-18-189000-41020 \$75.00
201-24105 - \$125.00
201-18-186500-43260 \$100.00
201-18-184500-43220 \$280.00

Notify: clappk@bloomington.in.gov when deposit has been made.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

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	
<hr/> Kyla Cox Deckard, President	<hr/> Kelly Boatman, Vice-President
<hr/> Date	<hr/> Dana Palazzo, Secretary



CITY OF BLOOMINGTON
parks and recreation

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.
Please note: 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.



CITY OF BLOOMINGTON
parks and recreation

4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a \$25 application fee.
5. Upon receiving your completed application and \$25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
6. 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.
7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the \$25 application fee to:

Crystal Ritter
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725
Fax: (812) 349-3705



CITY OF BLOOMINGTON
parks and recreation

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Application for Rental Agreement | <input checked="" type="checkbox"/> Event Site Plan |
| <input checked="" type="checkbox"/> Application Fee \$25/non-refundable | <input checked="" type="checkbox"/> Event Agenda/Activities |

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.



CITY OF BLOOMINGTON
parks and recreation

Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then...
2. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812) 349-3725).

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

Walk-through:

You are responsible for scheduling a "walk-through" of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Crystal Ritter (812)349-3725.

Vehicles and Parking:

Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:

Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:

You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:

Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (Mark Marotz (812)349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Indiana 811 (1-800-382-5544) to locate any utility lines prior to staking any tents in any parks. **All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.**



CITY OF BLOOMINGTON
parks and recreation

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 Alexis King, 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.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Alexis King
Signature

Jan. 25, 2018
Date



CITY OF BLOOMINGTON
parks and recreation

401 N. Morton St. • Suite 250

P.O. Box 848 • Bloomington • IN • 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES
City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

- Parks operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

☒ Governmental:

☐ City of Bloomington

☐ Monroe County

☐ Other _____

☐ Department-Affiliated

☒ Non-Profit

Tax ID# 82-1865158

Non-Profit Fundraising Event

Tax ID# _____

☐ Private – City Resident

☐ Private – Non-Resident

☐ Profit Making

☐ Other _____

Please complete entire application:

Date of Application: January 25, 2018

Date of Proposed Event: Sept. 8, 2018

Contact Information:

1. Organization applying for Special Use Event Permit:

Organization: Midway Music Festival

Address: 305 E 17th St. Apt #1

City: Bloomington State: IN Zip Code: 47408

Telephone #: 765-543-8766 Fax: _____

E-mail: mid.waymusic@speaks@gmail.com

2. Name of organizational **contact** responsible for managing event

(Please list the one representative that will be responsible for all communication):

Name: Alexi King Title: Producer & Coordinator

Address/Phone Number (If different)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____



CITY OF BLOOMINGTON
parks and recreation

Event Logistics:

3. Name of event: Midway Music Festival

4. Type of event: (Please check as many as applicable)

- ☒ Concert ☒ Entertainment ☐ Parade (*) ☐ Public Info. ☐ Environmental
☐ Cultural ☐ Endurance ☐ Sports ☐ Walkathons/fitness Walk (*)
☐ Reunion ☒ Fund Raiser ☒ Other (please explain) Educational

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 <http://bloomington.in.gov/maps/>

*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.)

Midway Music Festival celebrates and connects women in music. In addition to supporting our own cause, we benefit a not-for-profit that benefits the lives of women, personally and/or professionally.

6. Requested Event Location: Park Name: third St. Park

Facilities in park (i.e. shelter, park, grounds, etc.): Park, Grounds, Restrooms

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 Date	Ending Date(s)	Starting Time	Ending Time	Set-up Date/Time	Dismantle Date/Time
Midway Music Festival	Sept. 8	Sept. 8	12 PM	8 PM	8 am - 12 pm	8 pm - 11 pm
Restrooms needed:	Sept. 8	Sept. 8	12 PM	8 PM		

(a) Designated date for inclement weather? (rain date) ☐ yes ☒ no
 If yes, date: _____

8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.): ~ 800

Peak Attendance: 300 at time 6:00 ☐ a.m. ☒ p.m.

9. Is this a first time event for you or the sponsoring organization at this location? ☒ yes ☐ no
 (a) If not how does this event differ from (a) similar event(s) in previous years(s)?

(b) Attendance totals for last event: Daily ~ 400-500 Overall ~ 700

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or 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.

website: midwaymusicfestival.weebly.com
lineup announced: July 1, 2018

Entire Application Must Be Completed In Full



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parks and recreation

11. Will any signs, banners or flyers be hung or posted?

☒ yes ☐ no

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at (812)349-3423.)

• Hanging signs on stages, • Directional signage posted around site.

12. Do you plan to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event?

☒ yes ☐ no

(a) If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity
stage (activities stage)	16 x 20	(1)
3 tents	10x20, 40x20, 10x40	(3)

*No Staking
Ask what
Company
they are
using*

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public?

☒ yes ☐ no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

shuttle services, parking passes, cleared side walks.

15. Will donations/contributions be accepted during this event?

☒ yes ☐ no

If yes, please explain how these donations will be generated or collected. • Donations will be collected via donation jars, percentages from food vendors.

16. Will there be an admission charge to attend/participate?

☒ yes ☐ no

If yes, please explain the type of fee and amount:

Type Fee(s): various Ticket Packages Fee Amount: varying prices

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? ☒ yes ☐ no

If yes, please explain & list the number of booths expected:

• (2) ticket or merchandise booths, (4) food trucks, ~ (8) other vendors

Notice:

*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at (812) 349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.



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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 ☒ no

If yes, please explain: organizing for event

19. Do you request access to the restrooms in the Allison Jukebox Community Center? ☒ yes ☐ no
(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
<input checked="" type="checkbox"/> 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?

How many? — Location: (show on site map) —

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:

trash totes picked up, recycling taken by volunteers.

Person responsible for clean up:

Contact Name: Patrick Smith

Relationship to organization: Maintenance Officer

Phone Number: 317-402-0909

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: fencing, security, volunteers

Contact Person: Alexi King - to be updated

Company Name: —

Contact Phone Number: —



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We also plan on working with the Convention center and their parking lots.

23. What are your parking plans? Overflow Parking? We plan on reserving several parking spaces for foodtrucks and ~~essential~~ essential personnel.

*Vehicles are not permitted to park in the park (including next to shelters). Vehicles found parked in the park will result in loss of damage deposit.

24. What are your plans for providing emergency/medical services? close proximity to police station + fire dept. - and emergency plan.

Event Entertainment:

25 Do you plan to provide musical entertainment for this event? ☒ yes ☐ no

If yes, please describe: We will be providing musical entertainment on the Third St. Park stage from 12-8PM.

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

☒ yes ☐ no If yes, please list type of equipment

Type of Equipment	Quantity
Microphones, PA from Kingsnake Sound	

27. If musical entertainment is used, please list contact information for sound technicians:

Chris Ramsey (kingsnakesound@hotmail.com)

28. Do you plan to provide other entertainment for this event? ☒ yes ☐ no

If yes, please describe or attach copy of your planned program: several examples of programming attached.

Notice: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.

*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. (812)349-3410 (required for both amplified and non-amplified entertainment including public announcements, speeches, etc)

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ☒ yes ☐ no

30. Are you providing a generator as a power source? ☐ yes ☒ no

What are the electrical needs for the event?: Plugs surrounding stages.

31. Are there any special provisions pertaining to your event that have not been addressed on this application: —



CITY OF BLOOMINGTON
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Due with Application

☒ Application Fee: \$25/non-refundable

\$ 25.00

To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount due

Fees, Charges and Deposits Schedule:

☒ Permit Fee: \$150/day

\$ 150.00

☒ Deposit: \$75/day/refundable

\$ 75.00

☒ Vending: \$25-\$35/day per vender selling
food/merchandise/fundraising

\$ 4 vendors @ \$25 (not-for-profit) = \$100.00

☐ Alcohol Vending Fee: special permission required

\$ _____

☒ 3rd St. Stage Fee: \$125/day, \$100/day for non-profit

\$ 100.00

☐ With theatrical lights \$156/day, \$125/day for non-profit

\$ 50.00

☒ 3rd St. Stage Deposit: \$50/day

\$ _____

☐ Shelter Fee(s):

\$ _____

☐ Mobile Stage: Requires additional application

\$ _____

☐ Set-up Fee: 50% of base event day rent per day

\$ _____

This fee will be charged for any set up that is done
prior the day of the event.

☐ Tear-down Fee: 50% of base event day rent per day

\$ _____

This fee will be charged for any equipment, rental or
personal, left on park property. (Incl. Sundays)

☐ Staffing: \$20-30/hour

\$ _____

Any event requiring BPRD staff to remain on site
during the event.

☒ Other charges:

\$ 8 hrs @ \$35 (not-for-profit) = \$280.00

Associated with supervision or rental of buildings
(i.e. Allison Jukebox Community Center)

☐ Misc. (additional charges as deemed necessary due to
size and scope of event and impact on park/facility)

\$ _____

City of Bloomington Parks and Recreation Department Special Event Application (PARK USE ONLY)

Date Received: 1/29/10

Fees Charged: \$780.00

Partnership: No

Parks Event: No

Permit #: 05

Scheduled for Special Use Meeting Date: TBD

Approved: CR

City of Bloomington contact person: Crystal Piller

Telephone Number: 812-349-3725 Fax #: N/A

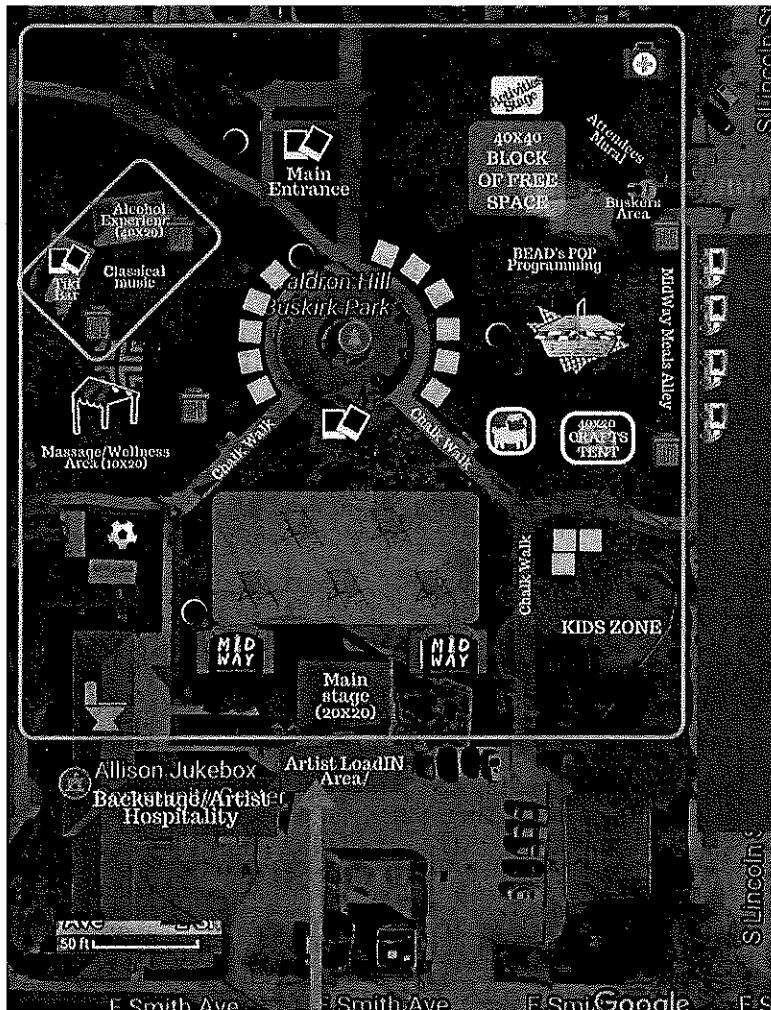
E-mail: rpiller@bloomington.in.gov



MidWay Music Festival

September 8th, 2018 | 12 – 8 PM | Third Street Park

MidWay Music Festival celebrates & connects women in music via promotion, empowerment, and performance opportunities. In addition to supporting our own cause, a portion of our proceeds benefit nonprofits that forward the lives of women personally and/or professionally. The festival is entering its second annual year and we would love for MidWay 2018 to take place at Third Street Park.



Activities in the 2018 Festival:

- Musical and artistic performances
- Food trucks, vendors, community & informational booths
- Interactive fitness activities (ex. TechnoRobix by Madam Marvelous, Zumba, Yoga...)
- Arts & Crafts tent
- Alcohol Experience with local alcohol vendors
- Puppy petting zoo, where attendees can also adopt
- A Kids Zone – on the playground – only addition is a few children's focused vendors.

MIDWAY MUSIC FESTIVAL SAMPLE TIMELINE

(*Actual timeline from the 2017 festival)

DAYTIME Artist Timeline	
MAINSTAGE	
10:00	Sound Checks Begin
12:00 - 12:15	Ladies First A Cappella
12:15 - 12:45 (30 min)	Sarah Cassidy
12:45 - 1:05	20 min transition (DJ MADDOG)
1:05 - 1:35 (30 min)	LadyCop
1:35 - 2:15	40 min transition & Mediator Introduces herself and reads speakers short bios (starts talking at 2:05) (20 MIN OF DJ MADDOG)
2:15 - 3:15 (1 HR)	Panel Discussion: Daneille McClelland, Valeria DeCastro, Madision True (DJ MADDOG), Secretly Reps (Amanda Barge is the Moderator)
3:15 - 3:30 (15 min)	Announcing of on-site prize winners & transition
3:30 - 4:15 (45 min)	StraightDavis
4:15 - 4:45	30 min transition (DJ MADDOG)
4:45 - 5:30 (45 min)	Liberation Music Collective
5:30-6:00	30 min transition (DJ MADDOG)
6:00 - 7:30 (1.5 hr)	Daytime Headliner - ROYALTY
ACOUSTIC BUSKING	
...	
12:30 - 1:10 (40 min)	Kay Krull,
1:10 - 1:45	35 minute break period
1:45 - 2:25 (40 min)	Grace Minnick, Kel McQueen
2:00 - 2:15	15 min transition as attendees make their way over to the main stage for the panel discussion.
2:15 - 3:05 (50 min)	Panel Discussion: Danielle McClelland, Valeria DeCastro, Madison True (DJ MADDOG), Secretly Reps
3:05 - 3:45	40 minute break period
4:00 - 4:45 (40 min)	Kacie Swierk, Brentney Campbell
4:45 - 5:00	15 min transition period
5:00 - 5:45 (45 min)	Acoustic Headliner - LAURA K. BALKE



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:	Alexi King		
Contact Phone:	765-543-8766	Mobile Phone:	(same)
Title/Position:	Producer & Coordinator		
Organization:	MidWay Music Festival		
Address:	305 E 17 th Street Apt #1		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	mid.waymusicspeaks@gmail.com		
Organization E-Mail and URL:	midwaymusicfestival.org		
Org Phone No:	(same)	Fax No:	

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

Organization Name:	Secretly Group		
Address:			
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	MXMW Productions		
Address:			
City, State, Zip:	Bloomington, IN		
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:

Mobile Phone:

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) Run/Walk (Festival) <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	September 08, 2018		
Time of Event:	12 - 8 PM		
Setup/Teardown time Needed	Setup: 8:00 AM – 12 PM Teardown: 8 – 10 PM		
Calendar Day of Week:	Saturday		
Description of Event:	MidWay Music Festival celebrates & connects women in music via promotion, empowerment, and performance opportunities. In addition to supporting our own cause, we benefit another nonprofit that forwards the lives of women personally and/or professionally. This year, MidWay will benefit Bloomington nonprofit: My Sister's Closet. The event will include food, alcohol, and arts vendors, community booths, an array of artistic and exercise interactive activities, and musical performances by national, state-wide, and local women-featured acts.		
Expected Number of Participants:	1,000	Expected # of vehicles: 4 food trucks to cover 4-6 parking spots	

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

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

Parking Only

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

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

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

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

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

8.

CHECKLIST

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police	8-27	S Oldham
	Bloomington Fire	8-27	J Johnson
	Planning & Transportation	N/A	
	Transit	N/A	
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	MidWay Music Festival			
Location of Event:	Third Street Park			
Date of Event:	September 8, 2018	Time of Event:	Start: 12 PM	
Calendar Day of Week:	Saturday		End: 8 – 8:30 PM	
Description of Event:	MidWay Music Festival celebrates & connects women in music via promotion, empowerment, and performance opportunities. In addition to supporting our own cause, we benefit another nonprofit that forwards the lives of women personally and/or professionally. This year, MidWay will benefit Bloomington nonprofit: My Sister's Closet. The event will include food, alcohol, and arts vendors, community booths, an array of artistic and exercise interactive activities, and musical performances by national, state-wide, and local women-featured acts.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, to Benefit: My Sister's Closet			

Applicant Information

Name:	Alexi King		
Organization:	MidWay Music Festival	Title:	Producer & Coordinator
Physical Address:	305 E 17 th Street Apt #1, Bloomington, IN 47408		
Email Address:	mid.waymusicspeaks@gmail.com	Phone Number:	765-543-8766
Signature:	Alexis King	Date:	February 1, 2018

FOR CITY OF BLOOMINGTON USE ONLY

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

Waste and Recycling Management Plan

Event name: MidWay Music Festival

Number of expected attendees: 1,000

Number of food vendors: (4-5)

Number of other vendors: (8-10)

Designated Waste & Recycling Manager: Patrick Smith - *Facilities Manager, Monroe Convention Center*

Event map: *(See above)*

Targeted Waste

Type of Waste	Collection Plan
Food Waste (paper plates, plastic silverware, etc.)	Staffed recycling bins & waste bins, volunteer cleanup crew to pick up & place in proper containers throughout the day.
Mixed paper from community & sponsor booths	Staffed recycling bins, volunteer cleanup crew to pick up & place in proper containers throughout the day.
Water bottles, plastic cups, general plastics.	Staffed recycling bins, volunteer cleanup crew to pick up & place in proper containers throughout the day.

Collection & Hauling System

PRE-EVENT:

Volunteers, vendors, etc. will attend separate pre-event informational meetings. Meeting attendees will receive a pack that includes an overview of our Waste Management plan; vendors will also receive signage to place at their stations. All meetings will be held in the Community Room at the Old National Bank on Kirkwood Avenue (300 E Kirkwood, Bloomington, IN 47408).

DAY OF:

Waste will be collected during the event in (7) trash totes and (7) recycling bins. Volunteers will be placed at the totes and bins to direct attendees to the proper waste receptacles. When these bins have been filled, the Waste & Recycling Management volunteer(s) in the area will contact the Waste & Recycling Manager and the bags will be replaced. During the event, full recycling bags will be stored in the closed-off Third Street Park dumpster area, located behind the Third Street Park Stage. Trash totes should accommodate all needs. Following the event, recycling bags will be transferred over to the recycling bins at the Monroe Convention Center. All trash bags and totes will be dropped off and picked up at Third Street Park on Saturday, September 8th, 2018.

Vendor and Volunteer Education & Training

An important portion of our volunteer orientation will be going over our Waste Management Plan with all our volunteers. Each volunteer will receive a brief overview of the plan and advising to pay attention to the actions of the attendees. Our Waste & Recycling Management volunteers will receive specialized training during volunteer orientation to have a complete understanding of our Waste Management Plan. This advanced understanding will assist them as they actively participate in the plan during the festival.

Materials and Supplies

- Trash totes & trash bags
- Recycling bins & bags from Downtown Bloomington, Inc.
- Plastic gloves for volunteers
- Signage on each bin labeling 'Trash' or 'recycling'
- Signage at vendor's tables/booths asking attendees to 'please place trash or recycling in proper receptacles.'

Designation of Duties

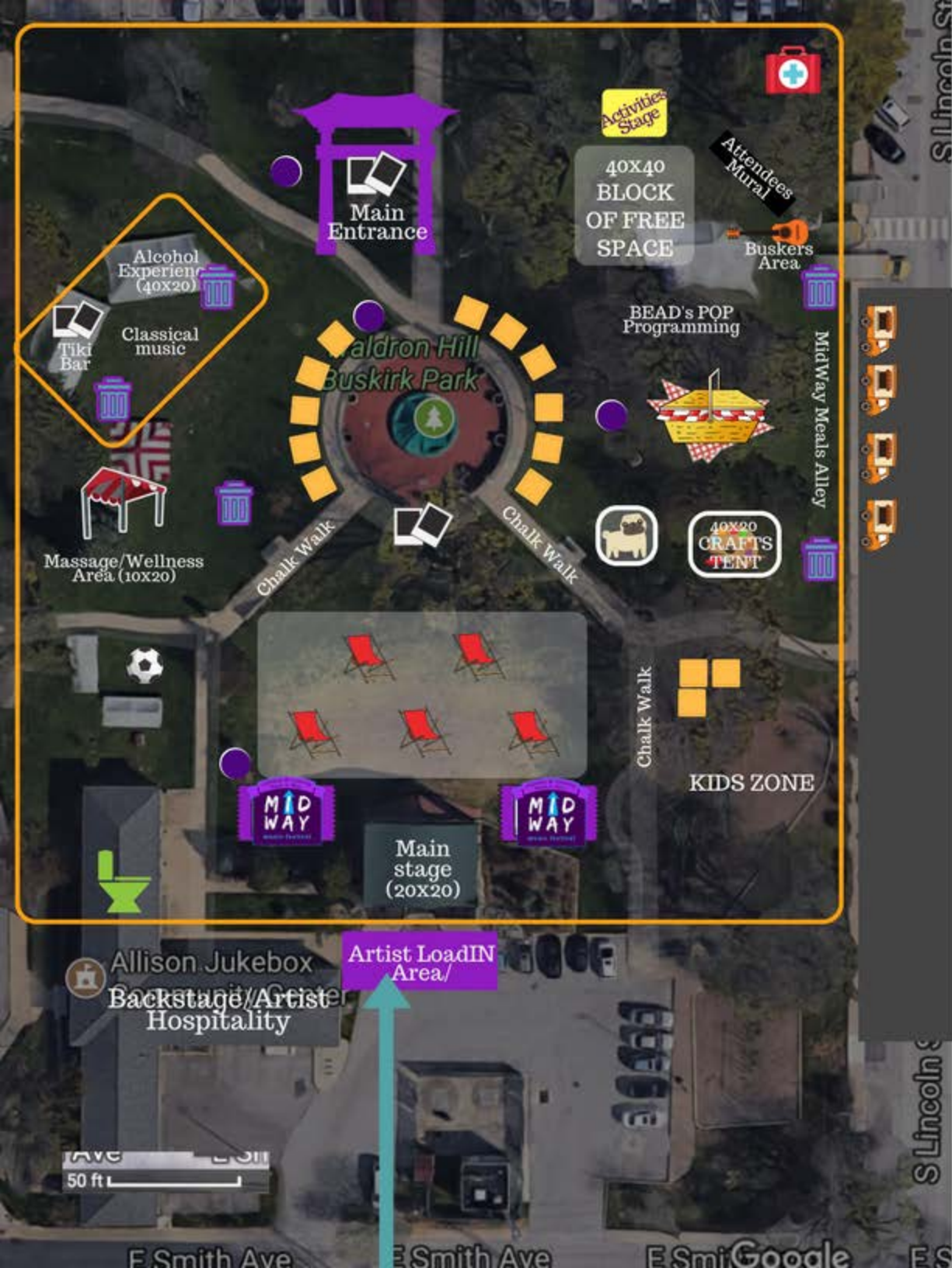
Waste & Recycling Manager: Patrick Smith – *Facilities Manager, Monroe Convention Center*

Recycling Sponsor: Monroe Convention Center & Downtown Bloomington, Inc.

MidWay Volunteer Coordinator: Jordan McCarty – *Tour Manager & Administrative Assistant to One Pulse Entertainment*

of Waste & Recycling Management Volunteers: ~8

of Vendors or Booths who will have Waste Management Signs: ~20



	First Aid
	Lawn Seating
	Vendor Booth
	Food Trucks
	Restrooms
	Picture Backdrop
	Buskers Area
	MidWay Merch Table
	Mobile Stage (16x20)
	Puppy petting zoo (20x20)
	Picnicking Area
	Human Foosball
	Info Booth
	Tents
	Fencing
	Trash & Recycling



Board of Public Works Staff Report

Project/Event: Prayer for Life Walk

Petitioner/Representative: Dale Siefker

Staff Representative: Christina Smith

Meeting Date: September 4, 2018

Dale Siefker wishes to hold a Prayer for Life Walk on Thursday, October 18, 2018 from 8:30 a.m. to 10:00 a.m. with amplified sound. Mr. Siefker and his group will use public sidewalks along S. College Avenue, W. 2nd Street, S. Walnut Street and W. 3rd Street. The group of approximately 30 people will follow all traffic laws and utilize a microphone and hand held speaker.

Recommendation: ☒ Approval by Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Prayer for Life		
Location of Event:	We will walk around the block 7 times – Please see map		
Date of Event:	10-18-18	Time of Event:	Start: 8:30 am
Calendar Day of Week:	Thursday		End: 10:00 am
Description of Event:	We will pray while walking around the block 7 times. We will have a microphone and hand held speaker to lead prayers.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Dale Siefker		
Organization:	N/A	Title:	N/A
Physical Address:	8028 W. St. Rd. 48, Bloomington, In. 47404		
Email Address:	daleearl.siefker@gmail.com	Phone Number:	812 278 1017
Signature:		Date:	8-4-18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

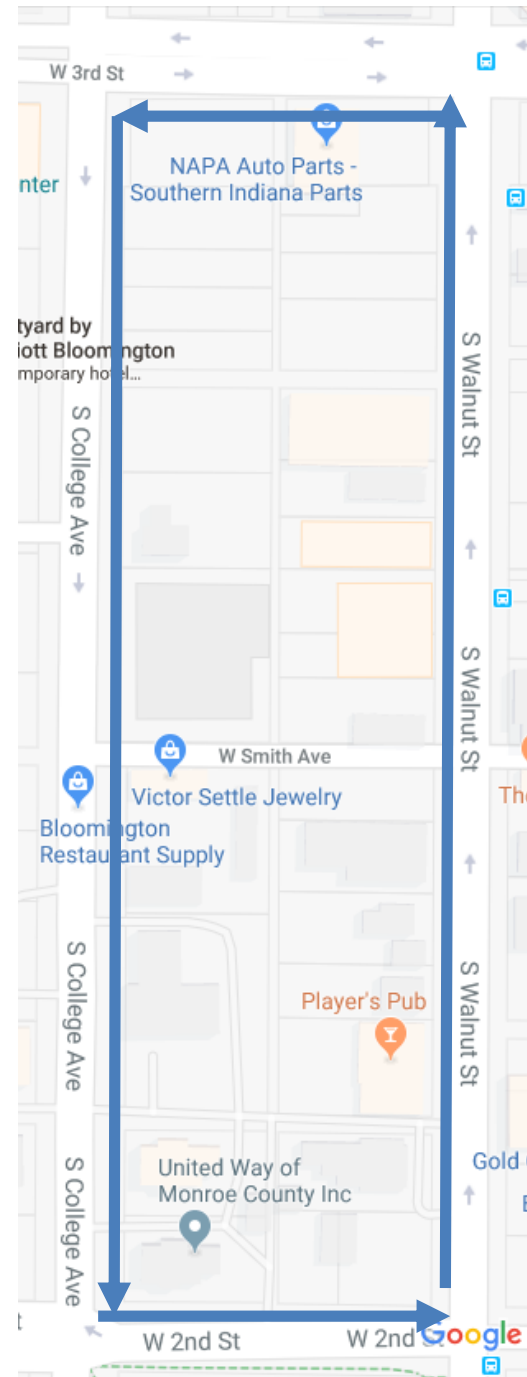
Dana Palazzo, Secretary

We will make 7 laps on the route shown here.

We will be on sidewalks and following all traffic laws.

We may have around 30 people.

We will have a microphone and hand held speaker to lead prayers.





Board of Public Works Staff Report

Project/Event: WIUX Live Session Recordings

Petitioner/Representative: Jack Ritter

Staff Representative: Christina Smith

Meeting Date: September 4, 2018

WIUX an Indiana University Student Radio Broadcasting wishes to hold live recording sessions with local artists in either Peoples Park or Reverend Ernest D. Butler Park on Sunday, September 9th from 2:00 p.m. to 5:00 p.m. and Sunday, September 23rd, October 14th and 21st from 11:30 a.m. to 3:30 p.m.

Recommendation: ☒ Approval by Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	WIUX Live Sessions		
Location of Event:	people's park + Rev. E.B. Park		
Date of Event:	9/9, 9/23, 10/14, 10/21	Time of Event:	Start: 9/9-2 PM, all else - 11:30 AM
Calendar Day of Week:	Sunday	End:	9/9-5 PM, all else - 3:30 PM
Description of Event:	Live session recordings with local artists. Reference Audioboo's "Far out" series on YouTube.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Jack Ritter		
Organization:	WIUX	Title:	Chief Engineer
Physical Address:	601 E. Kirkwood Ave. Room 235, Bloomington, IN 47405		
Email Address:	jritter@wiux.org	Phone Number:	917-797-2848
Signature:		Date:	8/23/18

FOR CITY OF BLOOMINGTON USE ONLY

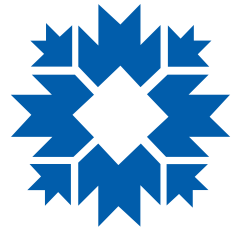
In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
Date	Dana Palazzo, Secretary

Reverend Ernest D. Butler Park

812 W 9th Street



CITY OF BLOOMINGTON
parks and recreation



Legend



Parking



Playground



Restrooms



Shelter



Trail

Shelters

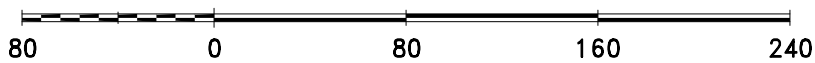
1 - Shelter 1

2 - Shelter 2





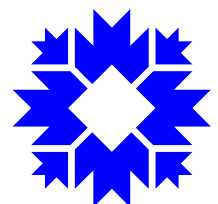
By: smithc
30 Aug 18



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 80'



Board of Public Works Staff Report

Project/Event: Request to extend public right-of-way use for exterior reconstruction at 100 E. Kirkwood Avenue through September 28th

Staff Representative: Liz Carter

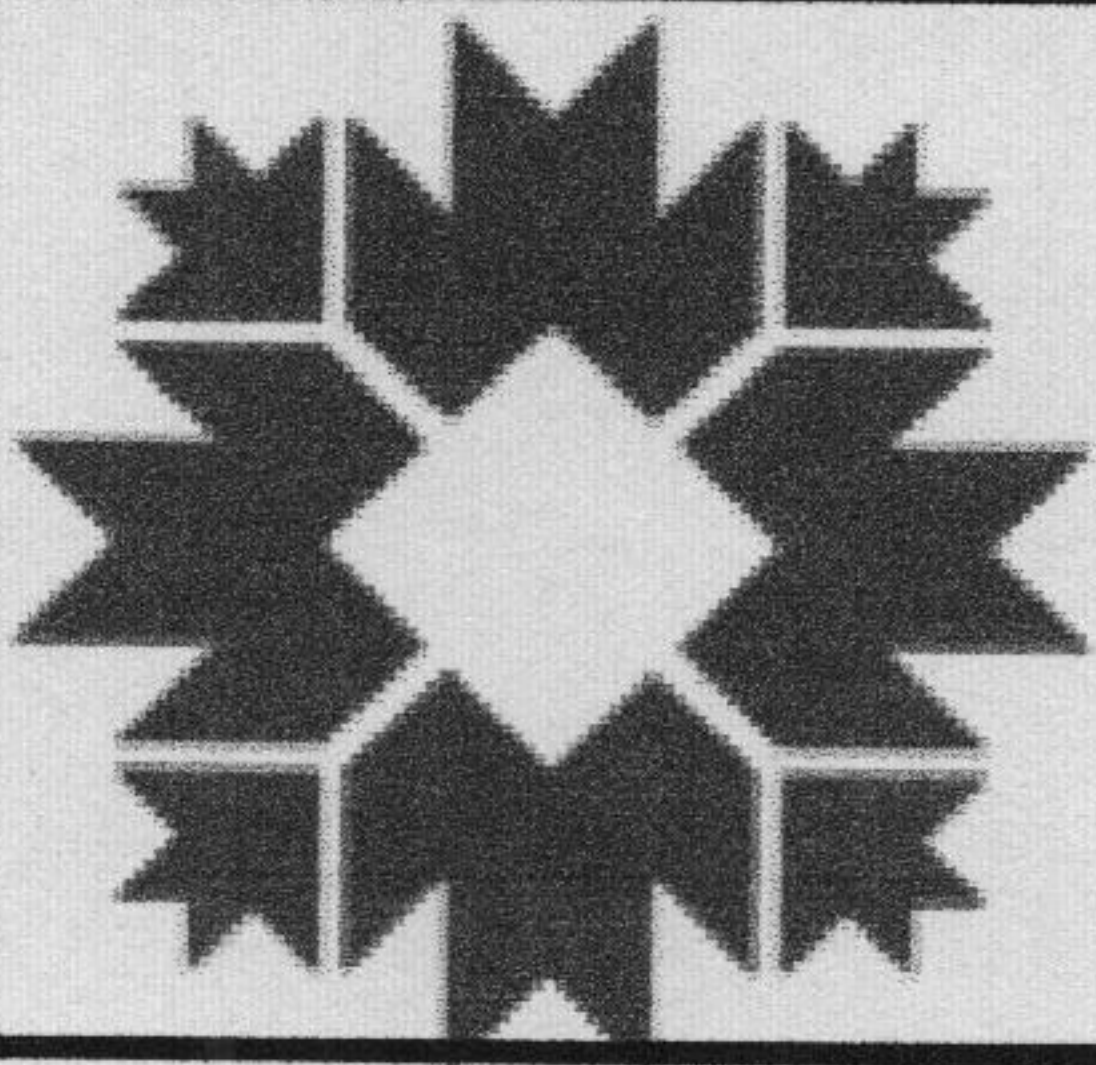
Petitioner/Representative: Sarge Property Management Inc

Date: September 4, 2018

Report: Sarge Property Management has been working over the past couple of months to remove asbestos from the exterior of the building located at 100 E. Kirkwood Avenue. Once the siding was removed, a brick exterior was exposed. Sarge Property Management wanted to keep the brick exterior but needed it to be evaluated by an architect and a structural engineer. The brick also had to get approval from the Historic Preservation Commission. These additional hurdles to the project resulted in some delays; Sarge is requesting an extension to their use of public right-of-way in order to complete the project.

Recommendation and Supporting Justification: Any construction project will have unforeseen obstacles, and staff understands that construction of a historic building can be especially challenging. The scaffolding, which has been in place for over a month, does not appear to have any adverse effects on pedestrian traffic near 100 E. Kirkwood Avenue. Staff recommends approval of the request, and reminds that petitioner that any further extension must be approved by the Board.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter



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)

Location: 101-105 S Walnut St
(Street) (From) (To)

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

Reason for Closure:

☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☒ Work on Private Property

☐ Other: *Canopy scaffolding to be used - sidewalk will be usable

Date(s) of Closure: From 8/27/18 To 9/28/18
> 2 weeks? ☐ Yes ☒ No

Start Time: 7 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / (p.m.)

Overnight Closure Required: ☐ 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: Sarge Property Management Inc

Contact Person (Printed Name): Tara M White

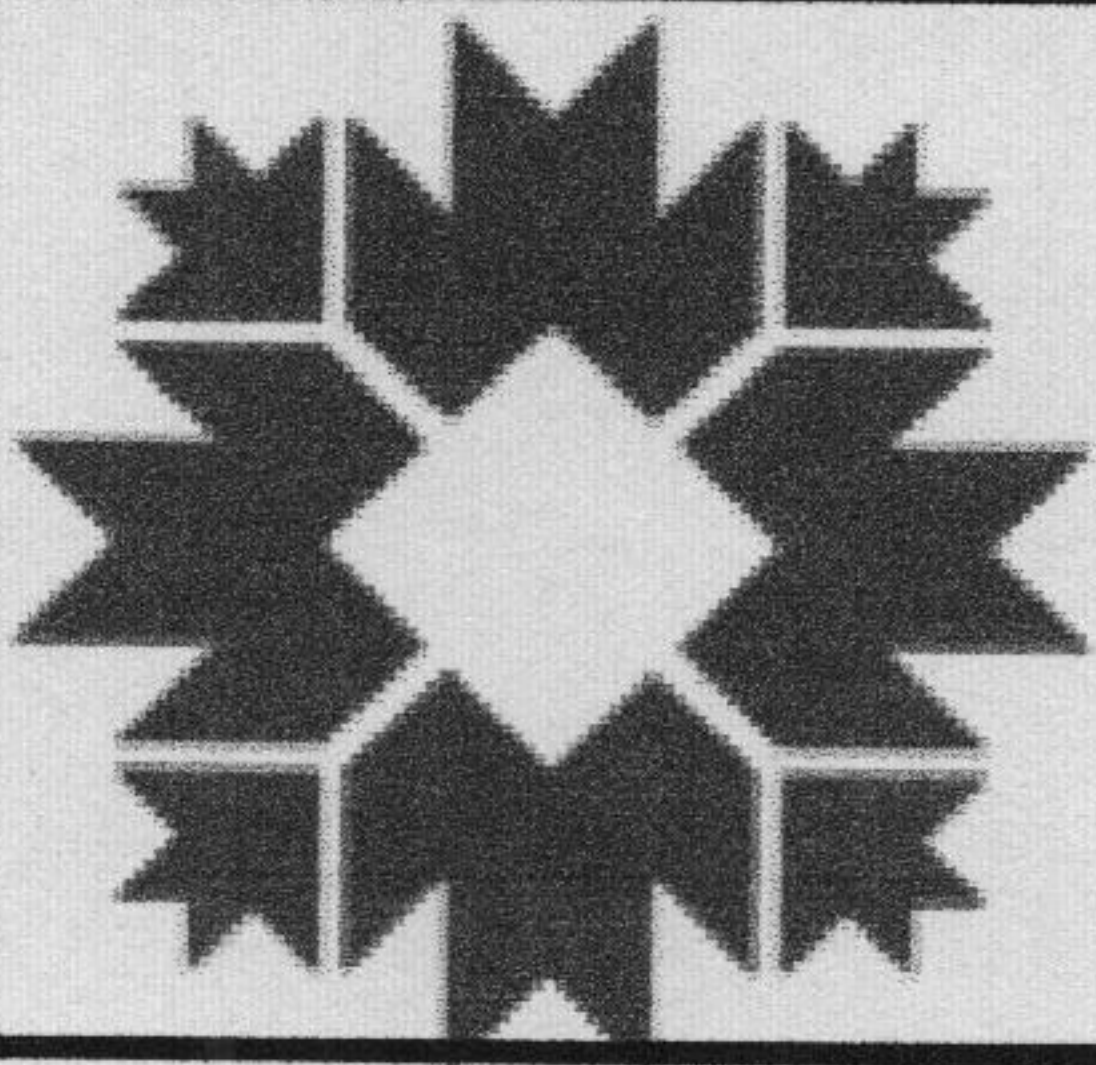
Contact Email: tara@sargerentals.com Contact Phone No.: 812 330 1501

Signature: Tara M White Date: 8/27/18

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 required at least 2 business days before work begins)

Location: 101-105 S Walnut St
(Street) (From) (To)

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

Reason for Closure: ☐ Work on Sidewalk/Multiuse Path/Trail ☐ Work in Street
☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☒ Work on Private Property

Other: *Canopy scaffolding to be used - sidewalk will be usable

Date(s) of Closure: From 8/27/18 To 9/28/18
> 2 weeks? ☐ Yes ☒ No

Start Time: 7 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / (p.m.)

Overnight Closure Required: ☐ 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: Sarge Property Management Inc

Contact Person (Printed Name): Tara M White

Contact Email: tara@sargerentals.com Contact Phone No.: 812 330 1501

Signature: Tara M White Date: 8/27/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/31/2018	Payroll				403,532.54
					<u>403,532.54</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 403,532.54

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard, President Beth H. Hollingsworth, Vice President Dana Palazzo, Secretary

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

Fiscal Officer_____



Board of Public Works Staff Report

Project/Event: Request to use public right-of-way for placement of dumpster and storage structure for construction at 425 E. Kirkwood

Staff Representative: Liz Carter

Petitioner/Representative: RenCon Services, Inc.

Date: September 4, 2018

Report: RenCon has been contracted to remodel the property at 425 E. Kirkwood Avenue. In order to work on the property, RenCon requires a dumpster and a small storage facility which would need to be kept in the right-of-way due to space limitations. The petitioner is requesting the use of two metered parking spaces along Dunn Street from September 5th through October 26th. The meter fees will be calculated based on the time period for which the petitioner receives approval once any pre-paid meter fees are subtracted out.

Recommendation and Supporting Justification: Staff recommends approval of this request and reminds the petitioner that any extensions needed for use of right-of-way must come to the Board for approval.

Recommend ☒ **Approval** ☐ **Denial** by Liz Carter

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-98**

PARKING SPACE RESERVATION AT KIRKWOOD AND DUNN

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

WHEREAS, RenCon Services., Inc. has requested use of city streets to place a storage structure and a dumpster; and

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

WHEREAS, RenCon Services., Inc. has agreed to pay the City for the use of the metered parking spaces.

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 the parking area adjacent to the following parking meters may be utilized to place a storage structure and a dumpster from Wednesday, September 5, 2018 until Friday, October 26, 2018: DUNN100-A and DUNN100-B. RenCon Services., Inc. agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. The parking spaces outlined above are for the purposes of allowing RenCon Services., Inc. to remodel the property at 425 E. Kirkwood Avenue.
3. In consideration for the use of the City's property and to the fullest extent permitted by law, RenCon Services., 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 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.
4. _____, 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:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

RenCon Services, INC.

Signature

Printed Name

Position



Construction Parking Permit – Request Letter

August 28, 2018

Re: Five Guys Burger and Fries
425 East Kirkwood Avenue
Bloomington, IN

Attn: City of Bloomington
Board of Public Works
401 North Morton Street, Suite 120
Bloomington, IN

RenCon Construction Services is requesting (2) metered parking spots near the address of 425 East Kirkwood Avenue. The existing space was a Panda Express and is now being converted to a Five Guys Burger and Fries.

The City has already let us use 2 spots (meters 5THE411-A and 5THE411-B) temporarily during the demolition of the current space. We now need a more permanent solution during the construction phase. The use of these spots will be for a dumpster and an enclosed storage unit for the duration of the project from 9/4/18 till 10/26/18.

The (2) parking spaces on Kirkwood would be ideal because they are located directly in front of the building, but we do understand that this is a high traffic area. So a second location on Dunn Street (meters DUNN100-A and DUNN100-B) would be great as well.

At RenCon we strive to keep a safe and clean work environment and will be certain to keep the area between the new storefront and the parking spaces clean. The owner of the 5 guys is Paul, Gillard (812) 345-2966 and is a resident of Bloomington and also owns and operates the Five Guys at College Mall. My site superintendent is Brian Manning (317) 797-9929. His name and number is posted on the front of the building if any questions or concerns arise. You can also contact me anytime

Thank you for your consideration in this matter.

Lance T. Stephenson
Project Manager



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment planters, bikes racks, and a bench.

Staff Representative: Liz Carter

Petitioner/Representative: The Foundry

Date: September 4, 2018

Report: The Foundry is a multi-family development being constructed at 304 West Kirkwood Avenue. As construction is nearing completion, the petitioners have identified a few items which require encroachment agreements. The petitioners would like to add 5 planters to the southwest of the property. The area where the proposed planters would be located is public right of way that is adjacent to the B-Line trail and is an open plaza. The petitioners would like to place the planters adjacent to the Kirkwood sidewalk to give the plaza the feel of having a boundary. The planters would be identical to those currently on the B-Line; the City of Bloomington Parks Department has given the planters their approval.

The petitioners also plan to place 5 bike racks and a bench into the right-of-way along West Kirkwood Avenue. These encroachments would normally be approved at the staff level, but have been brought together with the planters in order to avoid creating multiple encroachment agreements. The bike racks were a condition of approval set by the Plan Commission.

Recommendation: Staff appreciates the petitioners' efforts to make a public space enjoyable for all who use it. Staff recommend approval of the encroachment agreement.

Recommend ☒ **Approval** ☐ **Denial** by _____ Liz Carter _____

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-99**

Encroachment with Planters, Bike Racks and Bench

WHEREAS, THE FOUNDRY AT 304 LLC, FOUNDRY WPR ORREGO LLC, & FOUNDRY WPR ELMORE LLC (hereinafter “Owners”) own the real property at 304 W. Kirkwood Avenue, which real estate is more particularly described in deeds recorded as Instrument Nos. 2016000559, 2018002642 and 2018002641 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Real Estate is being constructed; and

WHEREAS, Owners have requested that they be allowed to install the following encroachments over and upon the public right of way adjacent to their business: five (5) round planters which will be forty-two inches (42”) in diameter and twenty-four inches (24”) in height, five (5) bike racks, and one (1) five foot (5’) long bench. The planters will be located to the southeast of the property and will be placed, at a minimum, five feet (5’) apart and the bike racks and bench will be placed to the west of the property and the bike racks will each be placed twenty-four inches (24”) apart.

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, 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 Owners or their successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owners agree 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 Owners of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

4. Owners agree that the only encroachments that may be installed in the right of way are described herein. In the event Owners wish to install any additional encroachment(s), Owners 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 Owners and acknowledgment by Owners that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
6. Owners understand and agree 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 Owners, 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. Owners shall not be compensated for any expense which they 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 Owners 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 Owners sell the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on thier successors and assigns. However, if Owners' successors and assigns wish to change any of the encroachment(s) in any way, Owners' 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, Owners, for themselves, their officers, directors, agents, employees, members, successors and assigns, do 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 agree 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. Owners expressly acknowledge 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 Owners; 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 Owners and their successors and assigns. THE FOUNDRY AT 304 LLC, FOUNDRY WPR ORREGO LLC, & FOUNDRY WPR ELMORE LLC, expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
12. Matias Orrego, as Director of THE FOUNDRY AT 304 LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

THE FOUNDRY AT 304 LLC

By: _____
Kyla Cox Deckard

By: _____
Matias Orrego, Director

By: _____
Beth H. Hollingsworth

Date: _____

By: _____
Dana Palazzo

Date: _____

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

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: _____

Notary Public Signature

Resident of _____ County

Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Matias Orrego, Director of The Foundry at 304 LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____

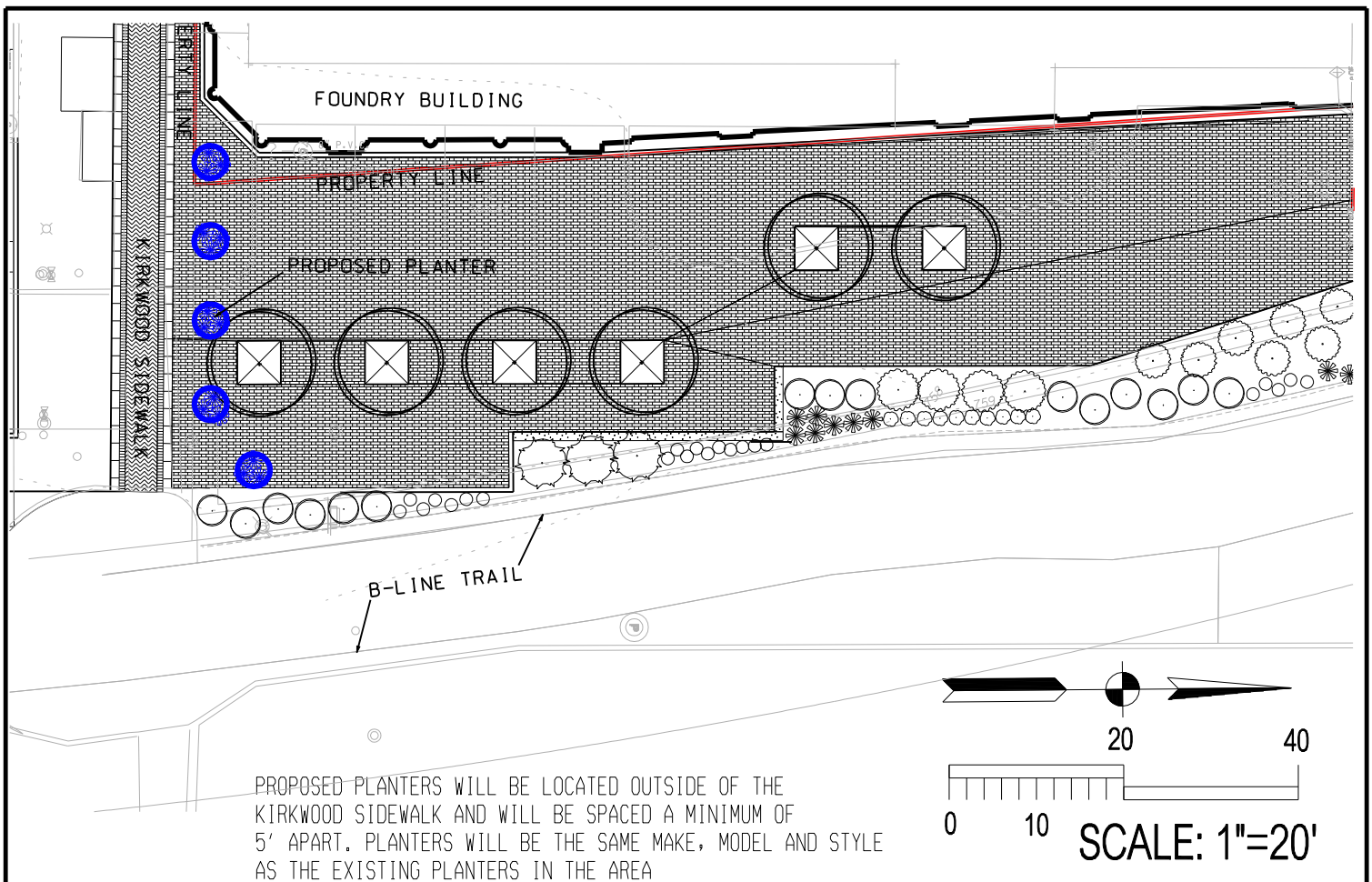
Notary Public Signature

Resident of _____ County

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

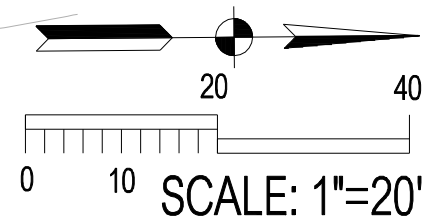
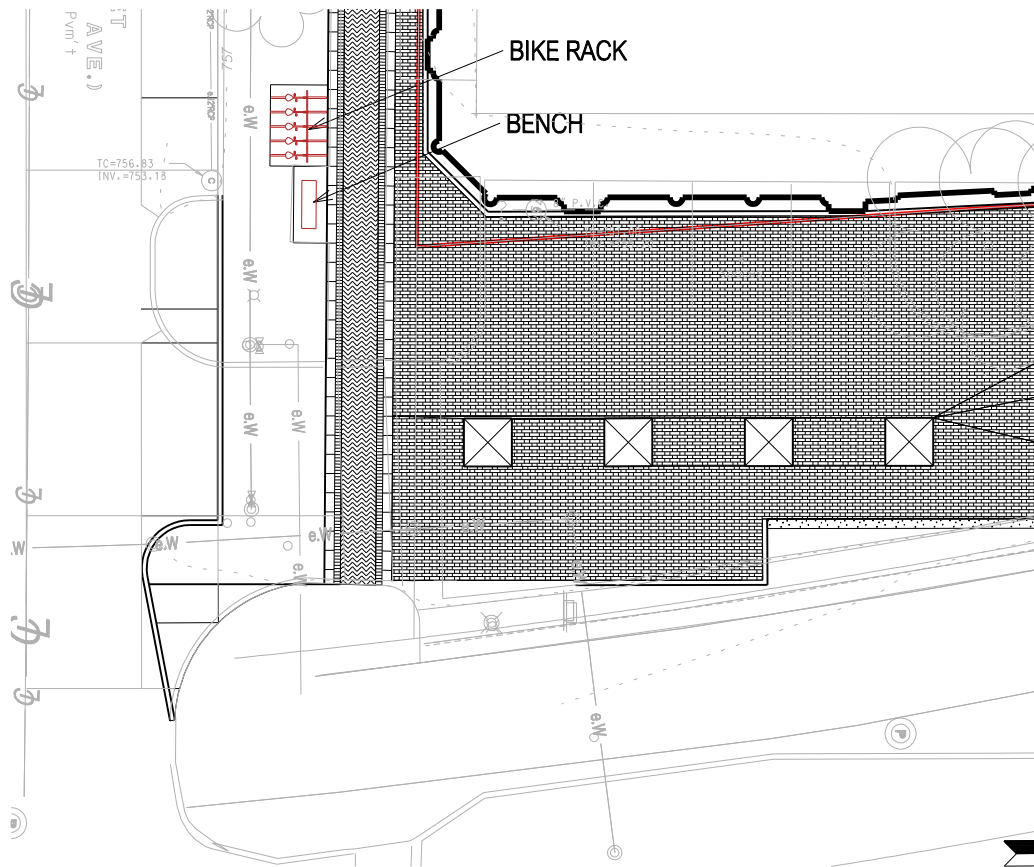


SMITH BREHOB & ASSOCIATES, INC.

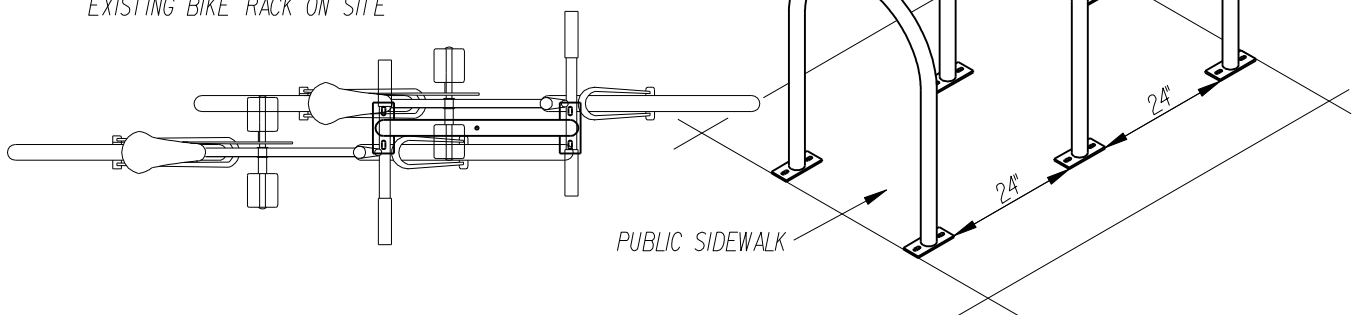


453 S. CLARIZZ BOULEVARD
BLOOMINGTON, INDIANA, 47401
TELEPHONE: (812) 336-6536
FAX: (812) 336-0513
WWW.SMITHBREHOB.COM

304 W. KIRKWOOD FOUNDRY BUILDING PLANTER REQUEST



BIKE RACK SHALL BE DERO MODEL COMMERCIAL "HOOP RACK"
 SURFACE MOUNTED APPLICATION
 INSTALLED PER MANUFACTURER'S RECOMMENDATIONS
 GREEN POWDER COATED MATCHING
 EXISTING BIKE RACK ON SITE



BIKE RACK DETAIL

NO SCALE

SMITH BREHOB & ASSOCIATES, INC.



453 S. CLARIZZ BOULEVARD
 BLOOMINGTON, INDIANA, 47401
 TELEPHONE: (812) 336-6536
 FAX: (812) 336-0513
 WWW.SMITHBREHOB.COM

BIKE RACK ENCROACHMENT



Board of Public Works Staff Report

Project/Event: Request to use public right of way in order to complete exterior work at the intersection of 11th and College

Staff Representative: Liz Carter

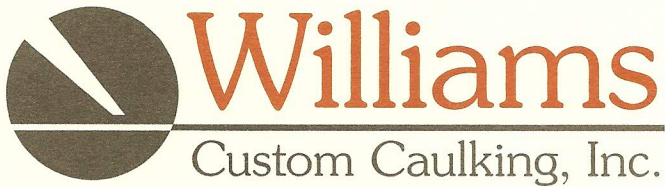
Petitioner/Representative: Williams Custom Caulking

Date: September 4, 2018

Report: Williams Custom Caulking has been contracted by Umphress Masonry to perform masonry repairs at 701 N. College Avenue. In order to perform the repairs on the eastern façade of the building, the petitioner must use an 80' straight boom lift that sits in the westernmost lane of College Avenue. The petitioner would also have to block off the bicycle lane in order to create a pedestrian walk-around. The petitioner is requesting use of the public right-of-way for up to 14 days with a targeted start date of September 10th.

Recommendation and Supporting Justification: Staff is aware that lane restrictions are necessary to complete exterior work on tall buildings and appreciates that the petitioner has worked with staff to minimize disruptions to the public. Staff recommends approval of the request.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter



August 29, 2018

Liz Carter
Engineering Technician
Planning and Transportation
401 N. Morton St., Ste 130
Bloomington, IN 47404

Dear Ms. Carter,

Williams Custom Caulking, Inc. would formally like to request approval from the City of Bloomington Board of Directors for the following lane closures in front of the Station 11 Building on or about September 10th, 2018 for approximately 14 days.

Williams Custom Caulking, Inc. will be performing masonry repairs, which will require the use of an 80' straight boom lift, on the east side of the Station 11 Building located on the corner of College Ave. and 11th Street. We will need to close the bike lane and the turn lane on College Ave. As indicated on the attached map concrete barriers will be placed on either side of the existing bicycle lane to create a 5' pedestrian walking lane due to the closure of the sidewalk in front of the building. The turn lane will be used for the boom lift. Just north of the Scholars Keep road construction ahead, turn lane closed ahead and, sidewalk closed signs will be placed. On the corner south of the construction a sidewalk closed sign will be placed. Duke Energy has been notified and will need to turn off power to the street lamp on the corner of 11th and College Ave. and the street lamp just north of Scholars Keep. Bloomington Transit has been notified and has agreed to eliminate the bus stop during the construction. Scholars Keep has been notified, the area in front of their establishment will not be blocked.

Sincerely,

A handwritten signature in cursive script that reads 'Susan Williams'.

Susan Williams
Secretary/Treasurer
Williams Custom Caulking, Inc.





Board of Public Works Staff Report

Project/Event: Request for a noise permit to complete a concrete pour at 601 N. Rogers St.

Staff Representative: Liz Carter

Petitioner/Representative: Pedcor

Date: September 4, 2018

Report: Pedcor is constructing the Moving Forward development located at 601 N. Rogers Street. As part of the project, the petitioner needs to complete a 100+ yard concrete pour to form an upper slab. To complete this pour in favorable weather that will not cause the concrete to dry too fast, the petitioner would like to begin the concrete pour at 4 am Monday, September 10th. The petitioner would reschedule to a day later in the week if there was bad weather on the 10th. The petitioner would be sure to point any construction lights towards the building so as not to disturb neighbors or passing traffic. The petitioner also walked the boundary of the site and could not hear any construction noises from the perimeter. All light and sound would be confined to the site.

Recommendation and Supporting Justification: Staff appreciates the time that the petitioner took to make sure that both lights and sounds from construction will not disturb neighbors. Staff recommends approval of the request.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Concrete Pour at Moving Forward		
Location of Event:	601 N. Rogers St.		
Date of Event:	9/10/18 (weather dependent)	Time of Event:	Start: 4:00 am
Calendar Day of Week:	Monday		End: 6:00 pm
Description of Event:	Pedcor would like to begin a 100+ yard pour of concrete for the upper slab of the Moving Forward development at 4:00 am. Beginning at such a time would allow for the concrete to set properly during the cooler parts of the day. All trucks would be on-site and all lights would be aimed at the buildings on-site as to not disturb neighbors or passing traffic.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Russell Price		
Organization:	Pedcor	Title:	Superintendent
Physical Address:	601 N. Rogers Street, Bloomington, IN, 47404		
Email Address:	rprice@pedcor.net	Phone Number:	317-407-0144
Signature:	<i>Russell Price</i>	Date:	8/29/18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Approve Change Order #9 for the 17th and Arlington Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/04/2018

Report: This change order is a time extension for the road closure period of the 17th and Arlington Round-a-bout Project. During the audit process of the contract it was discovered that the allotted time for the road closure was exceeded. This change order will add 17 days to the initial 120 day closure of the road. The additional days were justified due to two unforeseen site conditions resulting from the location of the existing water main.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change order and are recommending approval.

Recommend ☒ **Approval** ☐ **Denial by:** *Roy Aten*

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -35641

AE:Wren, Rachel

Letting Date:02/05/2014

PE/S:Wildt, Chuck

Status:Draft

Change Order Information

Date Generated: 04/09/2018

Change Order No.: 009

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: TIME EXTENSION FOR ROAD CLOSURE PERIOD

Original Contract Amount \$ 3,198,892.96

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 12,882.23

Percent: 0.403 %

Total Change To-Date \$ 12,882.23

Percent: 0.403 %

Modified Contract Amount \$ 3,211,775.19

Time Extension Information

Date Initiated 12/02/2014

Date Completed 04/09/2018

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 11/18/2014 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 17 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 03/31/2016 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R -35641
Change Order No: 009

INDIANA
Department of Transportation

Date: 07/10/2018
Page: 3

Contract: R -35641
Project: State: 0900216
Change Order Nbr: 009
Change Order Description: TIME EXTENSION FOR ROAD CLOSURE PERIOD
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 009 = \$ 0.00								

Milestone Time Adjustment

Milestone Nbr: 01
Milestone Description: CLOSURE TIME
Original Completion dt: 11/18/2014 Adj compl dt: 12/05/2014 Adj No. of Days: 17
Explanation: Extension for Road Closure Period for delays due to unforeseen conditions

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

TA - A contract time adjustment is required for this change and has been addressed herein. Reasoning This change order addresses the need to extend the time of the road closure for Weddle Brothers. Per the contract, the allowable road closure time was 120 Days. Several small setbacks during the construction of the underground pay items (water main) contributed to the delay in getting the road open in a timely manner. On August 4, 2014 it was discovered that an existing 24 inch water main was not where the utility locate indicated. Weddle was to tie into this existing main with a new 24 inch water main that crossed 17th Street. A restraint needed to be installed for this tie-in work. The area where the restraint was to be installed had two large trees that interfered with the installation. The City of Bloomingtons Forestry Department was notified to assess the feasibility of removing these two trees. Once it was determined by the City that the trees could be removed (8/7/14), a request was sent to the US Fish & Wildlife Service for an exception to remove the trees outside of the allowable time frame for cutting trees. The request was granted on (8/11/14) by the USFWS and Weddle was directed to proceed. The trees were removed on 8/12/14 and the installation of the water main restraint began on 8/13/14. This discovery set the contractors schedule back by 8 days. On September 25, 2014, while Weddle Brothers was excavating for the leveling pad for MSE Wall #2, an old concrete thrust block installation for the water main was uncovered next to the booster station. It was determined that it would be detrimental to the existing water main to remove the concrete. A solution was to have the MSE wall step up over the existing concrete. American Structurepoints designer was consulted about the change and had no issues with the revision. Weddle Brothers contacted their wall supplier (Sanders Precast) to discuss the revision and received approval to proceed with the change. On October 3, 2014, Weddle began work on the revised leveling pad. This delay set the contractors schedule back by 9 days. These two delays set Weddle Brothers schedule back a total of 16 days. The water main installation was a critical path activity and needed to be completed in order to pave the road. Therefore, the road closure date should be adjusted by 17 days.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Weddle Bros. Highway Group

Signed By: 

Date: 8-14-18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -35641
Change Order No:009

INDIANA
Department of Transportation

Date:07/10/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

Sharon Bieda

7/11/18

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------

June 18, 2018

17th & Arlington Roundabout
Contract No. R-35641

CHANGE ORDER 009

EXPLANATION OF TIME EXTENSION FOR ROAD CLOSURE

Original Road Closure Time Allowed:	120 Days (July 21, 2014 to Nov 18, 2014)
Revised Road Closure Time Allowed due to Time Extension:	137 Days (July 21, 2014 to Dec 5, 2014)

Reasoning:

This change order addresses the need to extend the time of the road closure for Weddle Brothers. Per the contract, the allowable road closure time was 120 Days. Several small setbacks during the construction of the underground pay items (water main) contributed to the delay in getting the road open in a timely manner.

On August 4, 2014 it was discovered that an existing 24 inch water main was not where the utility locate indicated. Weddle was to tie into this existing main with a new 24 inch water main that crossed 17th Street. A restraint needed to be installed for this tie-in work. The area where the restraint was to be installed had two large trees that interfered with the installation. The City of Bloomington's Forestry Department was notified to assess the feasibility of removing these two trees. Once it was determined by the City that the trees could be removed (8/7/14), a request was sent to the US Fish & Wildlife Service for an exception to remove the trees outside of the allowable time frame for cutting trees. The request was granted on (8/11/14) by the USFWS and Weddle was directed to proceed. The trees were removed on 8/12/14 and the installation of the water main restraint began on 8/13/14. This discovery set the contractor's schedule back by 8 days. See **Exhibit 1** for backup documentation.

On September 25, 2014, while Weddle Brothers was excavating for the leveling pad for MSE Wall #2, an old concrete thrust block installation for the water main was uncovered next to the booster station. It was determined that it would be detrimental to the existing water main to remove the concrete. A solution was to have the MSE wall step up over the existing concrete. American Structurepoint's designer was consulted about the change and had no issues with the revision. Weddle Brothers contacted their wall supplier (Sanders Precast) to discuss the revision and received approval to proceed with the change. On October 3, 2014, Weddle began work on the revised leveling pad. This delay set the contractor's schedule back by 9 days. See **Exhibit 2** for backup documentation.

These two delays set Weddle Brothers schedule back a total of 16 days. The water main installation was a critical path activity and needed to be completed in order to pave the road. Therefore, the road closure date should be adjusted by 17 days.

Change Order Worksheet

(To be included as part of Change Order Document)

Change Order # 9

Contract # R-35641 PE/PS Sharon Boda Project Manager Scott Lentz (Jeff Ooley- Current)
Weddle Brothers

Designer Contact Mike Maurovich Approval Authority INDOT

Date Contractor issued Written Notice of Changed Condition 8/11/2014

Date Area Engineer was notified of Changed Condition 8/15/2014

Date Project Manager was notified of Changed Condition 8/4/2014

Date LPA was notified of Changed Condition 8/4/2014

Date FHWA was notified of Changed Condition (if Federal Oversight job) N/A

Date Contractor was asked to provide pricing N/A

Date Contractor returned pricing for review N/A

Will work be done before approved Change Order Yes No NO

If Yes

Date AE gave Documented Verbal Approval N/A

Date LPA gave Documented Verbal Approval N/A

Date FHWA gave Documented Verbal Approval (if Federal Oversight job) N/A

Date Work Order Document was issued to Contractor N/A

Is there a scope change? Yes No NO

If Yes

Date that Project Manager gave Documented Verbal Approval N/A

Date that **Draft** Change Order was emailed to Project Manager for review 7/11/2018

Date Project Manager returned his/her review 8/14/2018

Date that **Draft** Change Order was sent to LPA for signatures (if applicable) 8/16/2018

Date that **Draft** Change Order was sent to FHWA for approval (if Federal Oversight) N/A

Date FHWA approved Change Order in SiteManager (If Federal Oversight) N/A

Once Change Orders for a contract cumulatively reach the 4% level or a 25 day time extension, the PE/S will need to forward a draft of the Change Order to the following positions; the District Construction Director, the Director Division of Construction Management (Mark Miller) and the Director of Capital Program Management (Mike Smith)

Date of Notification _____

****** Contract time should be addressed by one of the three statements detailed in Construction Memo 09-15.

Boda, Sharon

From: Boda, Sharon
Sent: Tuesday, September 30, 2014 1:39 PM
To: 'Bill Ludlow'
Cc: lmoore@weddlebros.com; 'atenro@bloomington.in.gov'; Wildt, Chuck; 'fleigj@bloomington.in.gov'; 'bengtsom@bloomington.in.gov'
Subject: RE: MSE Wall #2
Attachments: R-35641 MSE Wall #2 Revisions_0930_2014.pdf

Bill

If I understand the change correctly (see attached) we would raise the wall 2.46 ft for the entire length. We would then pay for additional B Borrow or Structural Backfill and engineering costs, then deduct the Wall Erection costs. I figure this would total a MAX cost of \$300.

Jane/Mike will CBU be willing to give approval to place the pad on top of the concrete thrust blocks?

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Tuesday, September 30, 2014 12:40 PM
To: Boda, Sharon
Cc: lmoore@weddlebros.com
Subject: MSE Wall #2

Sharon,

I have discussed raising the Leveling pad grade to 774.46 with our MSE wall supplier. They felt the 774.46 was the desired elevation as opposed to the 774.33 and shimming the 2 panels 2". This should allow us to install the top of wall elevation to plan. We would have to eliminate some panels and move others to different locations. As the panels have been fabricated we would expect the pay quantity be the same. In addition, we will need to determine the thickness of the leveling pad and would ask for compensation for the additional thickness as well as any aggregate required on panels 23, 24, and 25 to raise the grade to the bottom of levelling pad height. We would request that the City approves the leveling pad being placed above the concrete thrust blocks that the wall appears to cross.

The additional CADD work and engineering fees from our supplier for the modifications to Wall #2 should not exceed \$850.00. It does not appear that any new panels will need to be fabricated.

If you have any questions or need additional information please do not hesitate to ask.

Thanks

Bill

Sincerely,



William J. Ludlow, Project Manager
Weddle Bros. Building Group, LLC

A Weddle Bros. Construction Company

1201 West Third Street • P.O. Box 1330

Bloomington, IN 47402-1330

Phone: 812•339•9500•Ext. 248

Fax: 812•339•4260

EXHIBIT 1 - WATERMAIN TREE OBSTRUCTION

Boda, Sharon

From: Maurovich, Mike
Sent: Friday, September 26, 2014 11:14 AM
To: Boda, Sharon; Roy Aten
Cc: Wildt, Chuck
Subject: RE: R-35641 Retaining Wall # 2

All,

I spoke with Sharon this morning about another option to cut the bottom MSE panel and do the levelling pad on the thrust block. I think either option would need to be verified by the wall designer.

Thanks,

Mike

From: Boda, Sharon
Sent: Friday, September 26, 2014 8:18 AM
To: Roy Aten
Cc: Maurovich, Mike; Wildt, Chuck
Subject: RE: R-35641 Retaining Wall # 2

Roy,

That is an option. Weddle has also contacted Sanders Precast to get a recommendation from them.

From: Roy Aten [<mailto:atenro@bloomington.in.gov>]
Sent: Friday, September 26, 2014 7:36 AM
To: Boda, Sharon
Cc: Maurovich, Mike; Wildt, Chuck
Subject: Re: R-35641 Retaining Wall # 2

I have no issues with raising the wall. It would cause a foot of coping to be exposed behind the rail and they could adjust the south grade up a foot to keep us 3 feet keyed on the face.

Roy Aten
City Of Bloomington
Planning and Transportation Department
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

On Thu, Sep 25, 2014 at 4:22 PM, Boda, Sharon <sboda@structurepoint.com> wrote:

Mike

Boda, Sharon

From: Boda, Sharon
Sent: Monday, September 29, 2014 11:19 AM
To: 'atenro@bloomington.in.gov'
Cc: Wildt, Chuck
Subject: R-35641 MSE Wall #2 Alternate Redesign
Attachments: MSE Wall #2 Alternate Redesign over Concrete Kicker.pdf

Roy,

I have attached our proposed solution at MSE wall # 2 for dealing with the concrete kicker for the water main near the booster station, as we discussed earlier this morning.

This solution would result in a credit of ~ \$725.00 by not having to pay for wall erection for 3 panels.

Sharon Boda

Resident Project Representative

7260 Shadeland Station, Indianapolis, IN 46256

T 317.547.5580 E SBoda@structurepoint.com

F 317.543.0270 W www.structurepoint.com



Follow us on  

Another issue came up this afternoon. While excavating for the leveling pad for MSE Wall #2, a large concrete kicker for the 90 degree bend in the existing water main at the booster station was uncovered. The concrete is approx. 1.0 ft into the bottom of our MSE wall.

See attached pics. The leveling pad is offset 5 ft from the lath.

Do we have any options for modifying the wall to work around this obstruction?

Sharon Boda

Resident Project Representative

7260 Shadeland Station, Indianapolis, IN 46256

T 317.547.5580 E SBoda@structurepoint.com

F 317.543.0270 W www.structurepoint.com



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Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, October 01, 2014 10:26 AM
To: 'Bill Ludlow'
Cc: 'Roy Aten'; Wildt, Chuck; 'fleigj@bloomington.in.gov'; 'bengtsom@bloomington.in.gov'; lmoore@weddlebros.com; Maurovich, Mike; 'slentz@weddlebros.com'
Subject: RE: INDOT R-35641 Wall 2 revisions for obstruction
Attachments: INDOT R-35641 Wall 2 Sheet 12.pdf

Bill

Please proceed with MSE Wall #2 installation with the proposed revisions.

-----Original Message-----

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Wednesday, October 01, 2014 9:34 AM
To: Boda, Sharon
Subject: FW: INDOT R-35641 Wall 2 revisions for obstruction

Sharon,

Here is the information on the change at MSE Wall #3 as discussed.

Please let us know when to proceed.

Bill

-----Original Message-----

From: Greg Dempsey [mailto:GDempsey@sanderscompanies.com]
Sent: Wednesday, October 01, 2014 9:12 AM
To: bludlow@weddlebros.com
Cc: Eric Suess; Zack Schlicklin; E.A. Lamberson PE
Subject: INDOT R-35641 Wall 2 revisions for obstruction

Bill,

Attached is the revised sheet showing the new leveling pad elevation and panel configuration. We have checked the calculations and there are no issues with this change. One thing to note is that the leveling pad is now above the minimum cover line. This will not create an issue with the wall but might be something you'll need to discuss with the engineer or INDOT in case they want you to raise the grade at that end of the wall.

Thank you,

Greg Dempsey
Sanders Pre-Cast Concrete Systems, Inc.
6051 S. Indianapolis Rd
Whitestown, IN 46075
317-769-5503 - Office

Boda, Sharon

From: Boda, Sharon
Sent: Tuesday, September 30, 2014 3:50 PM
To: 'atenro@bloomington.in.gov'
Cc: Maurovich, Mike; Wildt, Chuck
Subject: FW: MSE Wall #2
Attachments: MSE Wall #2 Alternate Redesign over Concrete Kicker_0930_2014.pdf

Roy

We are back to the alternate design of stepping up the leveling pad. Sanders Precast is tentatively okay with stepping the wall up over the concrete after the 3rd panel. Verbal approval from Sanders for the design change will be given before we give Weddle the ok to do the actual work.

I forgot to factor in the reduction in Structural Backfill Ty 3 with the stepped up pad. This should add an additional \$1067 credit.

Do you find the attached solution acceptable?

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Tuesday, September 30, 2014 2:22 PM
To: Boda, Sharon
Subject: RE: MSE Wall #2

Sharon,

We will go with panels 23, 24, & 25 at the original leveling pad elevation of 772. Panels 26,27,28,29, & 30 will be at revised leveling pad elevation of 774.46. Our fabricator is reviewing the calculations and should give us a verbal with calculations and revised drawings to follow.

Bill

From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Tuesday, September 30, 2014 1:39 PM
To: Bill Ludlow
Cc: lmoore@weddlebros.com; atenro@bloomington.in.gov; Wildt, Chuck; fleigi@bloomington.in.gov; bengtsom@bloomington.in.gov
Subject: RE: MSE Wall #2

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If I understand the change correctly (see attached) we would raise the wall 2.46 ft for the entire length. We would then pay for additional B Borrow or Structural Backfill and engineering costs, then deduct the Wall Erection costs. I figure this would total a MAX cost of \$300.

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Sent: Tuesday, September 30, 2014 12:40 PM

To: Boda, Sharon
Cc: lmoore@weddlebros.com
Subject: MSE Wall #2

Sharon,

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The additional CADD work and engineering fees from our supplier for the modifications to Wall #2 should not exceed \$850.00. It does not appear that any new panels will need to be fabricated.

If you have any questions or need additional information please do not hesitate to ask.

Thanks

Bill

Sincerely,



William J. Ludlow, Project Manager

Weddle Bros. Building Group, LLC

A Weddle Bros. Construction Company

1201 West Third Street • P.O. Box 1330

Bloomington, IN 47402-1330

Phone: 812•339•9500•Ext. 248

Fax: 812•339•4260

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<http://www.emaildisclaimers.com/>

Boda, Sharon

From: Boda, Sharon
Sent: Monday, August 11, 2014 10:31 AM
To: 'Roy Aten'
Cc: Wildt, Chuck; Jane Fleig; Michael Hicks
Subject: RE: Tree removal for the 17th & Monroe round-a-bout

Roy,

I will discuss payment for the removals with Weddle and we will go from there.

From: Roy Aten [mailto:atenro@bloomington.in.gov]
Sent: Monday, August 11, 2014 10:13 AM
To: Boda, Sharon
Cc: Wildt, Chuck; Jane Fleig; Michael Hicks
Subject: Fwd: Tree removal for the 17th & Monroe round-a-bout

Sharon,

We have a blessing from Fish and Wildlife for the removal of the two trees. Please verify with WB that the cost is covered under right-of-way clearing and then you may have them removed at the projects convenience.

Thanks,

Roy Aten
[City of Bloomington | Engineering Department](#)
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

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

From: Reed, Marissa <marissa_reed@fws.gov>
Date: Mon, Aug 11, 2014 at 9:33 AM
Subject: Re: Tree removal for the 17th & Monroe round-a-bout
To: Roy Aten <atenro@bloomington.in.gov>
Cc: "Wildt, Chuck" <CWildt@structurepoint.com>, Lee Huss <hussl@bloomington.in.gov>, Dave Williams <williamd@bloomington.in.gov>

Roy,

We have reviewed the information provided regarding the trees that need to be removed. Based on this information, the location of the project, and the limited number of trees, we concur that these two trees can be removed at this time.

Please let me know if I can assist you further.

Regards,
Marissa

Marissa Reed
Wildlife Biologist
U.S. Fish & Wildlife Service
Ecological Services Field Office
620 S. Walker Street
Bloomington, IN 47403
Phone - 812-334-4261 ext. 1215
Fax - 812-334-4273

On Fri, Aug 8, 2014 at 1:08 PM, Roy Aten <atenro@bloomington.in.gov> wrote:
Marissa,

Thank you for taking my call today. As we discussed, here is the email from Lee Huss, The City's Urban Forester, about the two trees that will need to be removed as part of the 17th and Arlington Project. We tried to initially save the trees during our winter right-of-way clearing and until last week we believed that they were outside of the construction limits. As we began the project it was discovered that the existing 24" water main (see attached) was 15 to 20 feet east of its assumed location. Our project requires that this water main be relocated and therefore the trees must be removed.

The project is partially funded by federal funds and we have a project commitment to not remove any trees throughout the summer months. However, due to unforeseen site conditions we are asking for an exception to the tree removal ban. With your permission, we will have the two trees removed from the utility easement so that the water main relocation work may continue. Please feel free to contact me with any questions.

Thank you,

Roy Aten
[City of Bloomington | Engineering Department](#)
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

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

From: **Lee Huss** <hussl@bloomington.in.gov>
Date: Thu, Aug 7, 2014 at 3:09 PM
Subject: Tree removal for the 17th & Monroe round-a-bout
To: Roy Aten <atenro@bloomington.in.gov>
Cc: Dave Williams <williamd@bloomington.in.gov>

Roy,

Upon inspection of the two trees located near the three phase overhead power lines and over the 24 inch water main, I recommend removal. I do not see a riparian area other than storm water drainage ditches.

The first tree is a multi stem 43" DBH Catalpa in good/fair condition. With the relocation of the over head power lines, this tree will be in conflict with power lines.

The second tree is a 19" DBH Shagbark Hickory in good/fair condition. It is planted directly over a 24" water main.

Due to the scope of the project, these two trees would not be an asset to the final design of the right-of-way.

Sincerely,

Lee Huss
Urban Forester
City of Bloomington

Boda, Sharon

From: Boda, Sharon
Sent: Monday, August 11, 2014 2:47 PM
To: 'atenro@bloomington.in.gov'
Cc: Wildt, Chuck
Subject: FW: Water Line Delay

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Monday, August 11, 2014 2:02 PM
To: Boda, Sharon
Cc: 'Scott Lentz'; Imoore@weddlebros.com
Subject: Water Line Delay

Sharon,

We are waiting on a decision from The City on when we can begin the installation of the W-2 24" waterline which connects on the North side of the booster station and crosses 17th.

During our installation of the 8" x 24" tap we found that the existing 24" waterline was not where the locates had indicated and that the installation of the new 24" would be a little different than what was originally anticipated. It was decided on site that in order to make the connections to the existing 24" on the North side of 17th some additional trees will need to be removed in order for us to restrain the original 24" and then be able to proceed with the installation of the new 24" waterline.

The new 24" installation affects the installation of the Box Culvert, MSE walls, and Structure #200 storm drain.

This continuing delay continues to push back our plans of getting the road opened late fall with finish work being completed in 2015.

We would ask that you encourage the City to help resolve this issue.

Thanks

Bill

Sincerely,



William J. Ludlow, Project Manager

Weddle Bros. Building Group, LLC

A Weddle Bros. Construction Company

1201 West Third Street • P.O. Box 1330

Bloomington, IN 47402-1330

Phone: 812•339•9500•Ext. 248

Fax: 812•339•4260

Indiana Department of Transportation
Daily Report and Diary for

Monday 08/11/2014

District: Seymour

Contract No.: R -35641

Prime Contractor: WEDDLE BROTHERS HIGHWAY GROUP LLC

Project Nbr(s): 0900216

Min. Temp: 68 Max. Temp: 81 Weather: Cloudy

Time Charge: Completion Date ORGC: 11/01/2014 ADJC: 03/31/2016

Control Op.: Water main

Frac Day Workable: 8.5/10

Contractor:	05-0558668	WEDDLE BROTHERS HIGHWAY GROUP LLC	Supervisors:	1	Personnel:	0
-------------	------------	-----------------------------------	--------------	---	------------	---

Project:	0900216					
CLN:	PLN:	User ID:	Item Description:	Quantity:	Units:	Location:
0125	0125	xwildt	PUMP , BOOSTER STATION, MODIFICATION	0.900	LS	Pump Booster Station

Remarks:

Comments:	General Remarks	No work on site for Weddle's crews due to wet conditions. Mech Tech onsite completing work for booster station modifications.
	General Remarks	Directed Weddle to remove the two trees north of 17th St ~ STA 11+00 Line W2 in conflict with the proposed service tie in to the 24 in watermain

Traffic Device Checked:

DWR's Entered By:	Name	Original ID/Adjuster ID
	Wildt, Chuck	
	Boda, Sharon	

Diary Created By: Wildt, Chuck Report No.: 89

EXHIBIT 2 - MSE WALL OBSTRUCTION

Boda, Sharon

From: Maurovich, Mike
Sent: Friday, September 26, 2014 11:14 AM
To: Boda, Sharon; Roy Aten
Cc: Wildt, Chuck
Subject: RE: R-35641 Retaining Wall # 2

All,

I spoke with Sharon this morning about another option to cut the bottom MSE panel and do the levelling pad on the thrust block. I think either option would need to be verified by the wall designer.

Thanks,

Mike

From: Boda, Sharon
Sent: Friday, September 26, 2014 8:18 AM
To: Roy Aten
Cc: Maurovich, Mike; Wildt, Chuck
Subject: RE: R-35641 Retaining Wall # 2

Roy,

That is an option. Weddle has also contacted Sanders Precast to get a recommendation from them.

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I have no issues with raising the wall. It would cause a foot of coping to be exposed behind the rail and they could adjust the south grade up a foot to keep us 3 feet keyed on the face.

Roy Aten
City Of Bloomington
Planning and Transportation Department
Office: 812-349-3591
Cell: 812-327-3340
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On Thu, Sep 25, 2014 at 4:22 PM, Boda, Sharon <sboda@structurepoint.com> wrote:

Mike

Another issue came up this afternoon. While excavating for the leveling pad for MSE Wall #2, a large concrete kicker for the 90 degree bend in the existing water main at the booster station was uncovered. The concrete is approx. 1.0 ft into the bottom of our MSE wall.

See attached pics. The leveling pad is offset 5 ft from the lath.

Do we have any options for modifying the wall to work around this obstruction?

Sharon Boda

Resident Project Representative

7260 Shadeland Station, Indianapolis, IN 46256

T 317.547.5580 E SBoda@structurepoint.com

F 317.543.0270 W www.structurepoint.com



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From: Boda, Sharon
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Cc: Wildt, Chuck
Subject: R-35641 MSE Wall #2 Alternate Redesign
Attachments: MSE Wall #2 Alternate Redesign over Concrete Kicker.pdf

Roy,

I have attached our proposed solution at MSE wall # 2 for dealing with the concrete kicker for the water main near the booster station, as we discussed earlier this morning.

This solution would result in a credit of ~ \$725.00 by not having to pay for wall erection for 3 panels.

Sharon Boda

Resident Project Representative

7260 Shadeland Station, Indianapolis, IN 46256

T 317.547.5580 E SBoda@structurepoint.com

F 317.543.0270 W www.structurepoint.com



Follow us on  

Boda, Sharon

From: Boda, Sharon
Sent: Tuesday, September 30, 2014 1:39 PM
To: 'Bill Ludlow'
Cc: lmoore@weddlebros.com; 'atenro@bloomington.in.gov'; Wildt, Chuck; 'fleigj@bloomington.in.gov'; 'bengtsom@bloomington.in.gov'
Subject: RE: MSE Wall #2
Attachments: R-35641 MSE Wall #2 Revisions_0930_2014.pdf

Bill

If I understand the change correctly (see attached) we would raise the wall 2.46 ft for the entire length. We would then pay for additional B Borrow or Structural Backfill and engineering costs, then deduct the Wall Erection costs. I figure this would total a MAX cost of \$300.

Jane/Mike will CBU be willing to give approval to place the pad on top of the concrete thrust blocks?

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Tuesday, September 30, 2014 12:40 PM
To: Boda, Sharon
Cc: lmoore@weddlebros.com
Subject: MSE Wall #2

Sharon,

I have discussed raising the Leveling pad grade to 774.46 with our MSE wall supplier. They felt the 774.46 was the desired elevation as opposed to the 774.33 and shimming the 2 panels 2". This should allow us to install the top of wall elevation to plan. We would have to eliminate some panels and move others to different locations. As the panels have been fabricated we would expect the pay quantity be the same. In addition, we will need to determine the thickness of the leveling pad and would ask for compensation for the additional thickness as well as any aggregate required on panels 23, 24, and 25 to raise the grade to the bottom of levelling pad height. We would request that the City approves the leveling pad being placed above the concrete thrust blocks that the wall appears to cross.

The additional CADD work and engineering fees from our supplier for the modifications to Wall #2 should not exceed \$850.00. It does not appear that any new panels will need to be fabricated.

If you have any questions or need additional information please do not hesitate to ask.

Thanks

Bill

Sincerely,



William J. Ludlow, Project Manager
Weddle Bros. Building Group, LLC

A Weddle Bros. Construction Company

1201 West Third Street • P.O. Box 1330

Bloomington, IN 47402-1330

Phone: 812•339•9500•Ext. 248

Fax: 812•339•4260

Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, October 01, 2014 10:26 AM
To: 'Bill Ludlow'
Cc: 'Roy Aten'; Wildt, Chuck; 'fleigj@bloomington.in.gov'; 'bengtsom@bloomington.in.gov'; lmoore@weddlebros.com; Maurovich, Mike; 'slentz@weddlebros.com'
Subject: RE: INDOT R-35641 Wall 2 revisions for obstruction
Attachments: INDOT R-35641 Wall 2 Sheet 12.pdf

Bill

Please proceed with MSE Wall #2 installation with the proposed revisions.

-----Original Message-----

From: Bill Ludlow [mailto:bludlow@weddlebros.com]
Sent: Wednesday, October 01, 2014 9:34 AM
To: Boda, Sharon
Subject: FW: INDOT R-35641 Wall 2 revisions for obstruction

Sharon,

Here is the information on the change at MSE Wall #3 as discussed.

Please let us know when to proceed.

Bill

-----Original Message-----

From: Greg Dempsey [mailto:GDempsey@sanderscompanies.com]
Sent: Wednesday, October 01, 2014 9:12 AM
To: bludlow@weddlebros.com
Cc: Eric Suess; Zack Schlicklin; E.A. Lamberson PE
Subject: INDOT R-35641 Wall 2 revisions for obstruction

Bill,

Attached is the revised sheet showing the new leveling pad elevation and panel configuration. We have checked the calculations and there are no issues with this change. One thing to note is that the leveling pad is now above the minimum cover line. This will not create an issue with the wall but might be something you'll need to discuss with the engineer or INDOT in case they want you to raise the grade at that end of the wall.

Thank you,

Greg Dempsey
Sanders Pre-Cast Concrete Systems, Inc.
6051 S. Indianapolis Rd
Whitestown, IN 46075
317-769-5503 - Office



Board of Public Works Staff Report

Project/Event: Approve Change Order #2 for the Pedestrian Countdown Timer Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/04/2018

Report: During construction it was discovered that the quantity of crosswalk line removal was erroneously calculated as line removal in the bidding schedule of pay items. In accordance with INDOT Specifications, this removal is to be paid as traverse marking removal. This change order will reduce the amount of crosswalk line removal by 2810 LFT (-\$3,512.50) and increase the amount of traverse marking removal by 2810 LFT (+\$16,860.00), for an aggregate increase to the contract of \$13,347.50. This project is partially funded with federal funds with a 90/10 split. Local funding will be provided through the City 2016 GO Bond.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change orders and are recommending approval.

Recommend ☒ **Approval** ☐ **Denial by:** *Roy Aten*

Contract No:T -39434

Change Order No.: 002

Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: T -39434

AE:Wren, Rachel

Letting Date:12/13/2017

PE/S:Greasor, Roger A

Status:Pending

Change Order Information

Date Generated: 08/15/2018

Change Order No.: 002

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Item Related

Description: Traverse Marking, Removal

Original Contract Amount \$ 773,760.00

Current Change Order Amount \$ 13,347.50

Percent: 1.725 %

Total Previous Approved Changes \$ -340.00

Percent: -0.044 %

Total Change To-Date \$ 13,007.50

Percent: 1.681 %

Modified Contract Amount \$ 786,767.50

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ *DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (- LE \$ 2 M -) (- GT \$ 2 M -)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:T -39434
Change Order No:002

INDIANA
Department of Transportation

Date:08/16/2018
Page: 3

Contract: T -39434
Project: 1600426 - State:160042600LC5
Change Order Nbr: 002
Change Order Description: Traverse Marking, Removal
Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0045	1600426	0045	808-06368	LFT	6.000	2810.000	C	Amount:\$ 16,860.00

Item Description: TRANSVERSE MARKING, REMOVE

Supplemental Description1:

Supplemental Description2:

0046	1600426	0046	808-06716	LFT	1.250	-2810.000	C	Amount:\$ -3,512.50
------	---------	------	-----------	-----	-------	-----------	---	---------------------

Item Description: LINE, REMOVE

Supplemental Description1:

Supplemental Description2:

Total Value for Change Order 002 = \$ 13,347.50

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

Pursuant to INDOT Standard Specification 808.05(a) Traverse Markings include crosswalk lines. Designer placed 2810ft of crosswalk lines for removal under Line Item #46/46: Line, Remove. Pursuant to INDOT SS105.04 Coordination of Plans, Standard Specifications, Supplemental Specifications, and Special Provisions: the Schedule of Pay Items hold over the Special Provision, Plans, Supplemental Specifications and Standard Specifications; therefore the crosswalk lines are to be paid under the line item in the Schedule of Pay Items for Traverse Marking, Remove. This Change Order will increase the quantity of Line Item #45: Traverse Marking, Remove by the estimated quantity of 2810ft and decrease the same quantity to Line Item #46: Line, Remove. A Contract Time Adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Ragle Inc

Signed By: Milfo

Date: 8/16/18

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:T -39434
Change Order No:002

INDIANA
Department of Transportation

Date:08/16/2018
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

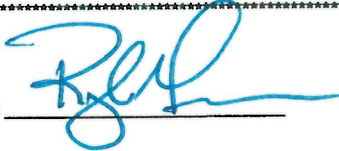
(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level
Project Engineer/Supervisor

Name of Approver
Greasor, Roger A

Date
00/00/0000

Status
Action Pending



Roy Aten <atenro@bloomington.in.gov>

T39434 - Potential Claim Concerning Traverse Marking Removal

2 messages

Roger Greasor <rgreasor@hwcengineering.com>

Tue, Aug 14, 2018 at 2:13 PM

To: Roy Aten <atenro@bloomington.in.gov>

Cc: "Peters, Andrew (IND)" <Andrew.Peters@aecom.com>

Roy,

We have an issue concerning the removal of the Traverse Crosswalk Lines at every intersection which I need to know how the COB wants to proceed.

The subcontractor, Indiana Sign & Barricade is claiming that the 6 in traverse crosswalk line is part of the line item Traverse Marking, Remove and stating they will not continue any removal until we agree to pay the 6 in white crosswalk line as Item #45: Traverse Marking, Remove.

I have advised that work should not be stopped, field measurements have been taken and quantities can be reproduced if needed. I also advised them that their argument is with Ragle, not COB. Plans are clear that the 6in line was included in the Line Item #46: Line Removal.

This said, I contacted Andrew Peters to confirm how they calculated their quantities and he has confirmed that the traverse crosswalk line is the quantity they estimated for Line Item #46: Line Remove and the Line Item# 45: Traverse Marking Remove only contains the crosswalk 24 inch bar and one stop bar at E. 2nd Street & Walker.

Remember our contract is with Ragle, not with their subcontractor IS&B and therefore until Ragle brings this subject up, we can continue to ignore complaints with IS&B, or we can discuss and determine what route we will take.

INDOT Standard Specifications 808.05(a) Traverse Markings: line 117 defines traverse markings as "...stop lines, crosswalk lines, & parking lines."

Additionally INDOT SS 105.04 Coordination of Plans, Standard Specifications, Supplemental Specifications, & Special Provisions states "...description of pay items in the Schedule of Pay Items holds over: Special Provisions, Plans, Supplemental Specifications, & Standard Specifications.

I believe that the subcontractor is correct and this contract contains no quantity of "Line Removal" and all the pavement markings to be removed would be considered Traverse Markings and would be paid on Line Item #45: Traverse Marking, Remove. Of course I cannot be certain how Rachel Wren of INDOT would rule if the Contractor makes a claim for their subcontractor, but I feel very confident that her ruling would be the same.

I have attached the INDOT Standard Specification 808.05 and the Field Measured pavement markings needing removed. Based on the field measurements there will be an overrun of approximately \$8,472.00.

There would also be an underrun to Line Item #46: Line, Remove of \$3512.50 softening the Overrun to \$4959.50

I await your comments and direction.

Roger A. Greasor

Senior Resident Project Representative

812-466-6561 mobile

rgreasor@hwcengineering.com**HWC Engineering**

135 N. Pennsylvania Street, Suite 2800

Indianapolis, IN 46204

317-981-1278 direct

www.hwcengineering.com



 **Traverse Marking Removal - FM.pdf**
1291K

Roy Aten <atenro@bloomington.in.gov>
To: Roger Greasor <rgreasor@hwcengineering.com>
Cc: "Peters, Andrew (IND)" <Andrew.Peters@aecom.com>
Bcc: Roy Aten <atenro@bloomington.in.gov>

Wed, Aug 15, 2018 at 8:35 AM

Roger,

I remember having the pavement marking removal added last October during the final tracing submittal, I was under the assumption that all transverse marking were being paid as transverse marking (as they should). The weighted average for the transverse removal somewhat lower than \$6.00 (see attached), and it also appears that this discrepancy may have been exploited by all the bidders. Very unfortunate.

I agree that we only work with Ragle on this situation. They have until the final completion date to get all the pavement marking completed regardless of any pending change orders. In other words, there will be no time extensions considered with any change order that is submitted due to this issue.

I agree that the 6 IN. line removal should be paid as transverse markings, this is how it has been done on previous contracts (see attached change order). I was under the impression that this had been corrected on this contract.


I am not sure how Rachel will rule on the hierarchy questions with the pay items and specifications, I think it is time to get her involved. In the mean time, Ragle is to continue with the work as planned.


Thanks,

Roy Aten
Senior Project Manager
City of Bloomington | Planning and Transportation Dept.
812-349-3591

[Quoted text hidden]

3 attachments

 **R37423, CO 1, LPA Approved.pdf**
621K

 **T-39434-A, Bid comparison, PMs.pdf**
65K

 **T-39434-A, Transverse marking Removal 808-06368, Average.pdf**
28K



Board of Public Works Staff Report

Project/Event: Acceptance of 4 Grants of Perpetual Easements from Indiana University, Woodlawn Ave from 7th to 9th.
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/04/2018

Report: An element of the Indiana University Woodlawn Avenue project was the widening of North Woodlawn Avenue from East 7th Street to East 9th street. As a result, the University is granting perpetual easements on approximately 16 feet of additional right-of-way on the east side of the road. These easements are needed to facilitate the location of the new eastern sidewalk. This acceptance consist of four separate grants of perpetual easement along the eastern edge of North Woodlawn Avenue from East 7th Street to East 9th Street.

Recommendation and Supporting Justification: Staff has worked with the University on these perpetual easements and is recommending that the Board accept them.

Recommend ☒ **Approval** ☐ **Denial by** *Roy Aten*

GRANT OF PERPETUAL EASEMENT

Project: N. Woodlawn Ave. Improvements, 7th – 10th Sts.
Parcel Number 1

THIS INDENTURE WITNESSETH that The Trustees of Indiana University ("GRANTOR"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to the City of Bloomington, Indiana ("GRANTEE"), a perpetual easement ("Easement") for highway and utility purposes over, under, and upon the following described real property located in Monroe County, State of Indiana:

See Exhibit "A" attached hereto and made a part hereof

Together with the right to install, construct, replace, remove, and maintain structures, ditches, drains and other improvements within the Easement that are pertinent to such use as a public way.

Grantor hereby reserves unto itself, its successors, and assigns, the right to access the Easement from time to time to install, operate, maintain, replace, or remove any of Grantor's utilities and related infrastructure, including but not limited to electric, natural gas, water, and sewer lines, lights and light poles, telecommunication lines, and conduits (collectively referred to as the "Utilities") together with all necessary markers, lines, and connections thereto, and also the right, in Grantor's sole discretion, to install and remove Grantor's signage and to remove, cut, and trim trees, bushes, and other vegetation growing within the Easement, whether above or below ground.

Grantor shall provide at least five (5) business days' notice to Grantee and Grantee's Utilities Department before Grantor accesses the Easement to perform any of the tasks identified above regarding Grantor's Utilities, except when an emergency requires immediate action. In the event of an emergency, Grantor shall provide said notice as soon as is reasonably possible.

Any damage caused by Grantor or Grantor's agents, employees or assigns to any of Grantee's structures or improvements within the Easement shall be restored and corrected by Grantor at the sole expense of Grantor, to Grantee's reasonable satisfaction.

Utilities installed by Grantor within the Easement shall not interfere with existing Grantee utilities within the Easement.

Grantee shall not block access to any of Grantor's real or personal property.

Grantee shall not install any above-ground structures on the Easement without the express written permission of Grantor.

Any damage caused by Grantee or Grantee's agents, employees, or assigns to lawns, landscaping, pavement, signage, fences, or other improvements owned or operated by Grantor shall be promptly restored and corrected by Grantee at the sole expense of Grantee, to Grantor's reasonable satisfaction.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all damages, claims, costs, and expenses suffered, sustained, or incurred as a result of Grantee's construction, maintenance, or other use or occupancy of the Easement.

The undersigned person executing this Grant of Perpetual Easement represents and certifies on behalf of the Grantor that he has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for the making of this conveyance has been duly taken.

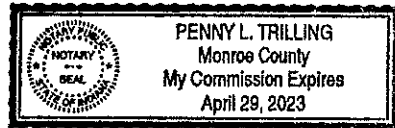
IN WITNESS WHEREOF, the said GRANTOR has executed this instrument this 21 day of Aug., 2018.

THE TRUSTEES OF INDIANA UNIVERSITY

By: *Donald S. Lukes*
Donald S. Lukes
University Treasurer

JPL
W

STATE OF INDIANA)
COUNTY OF MONROE) SS:



Before me, a Notary Public in and for said County and State, personally appeared Donald S. Lukes, the University Treasurer, who acknowledged the execution of the foregoing Grant of Perpetual Easement for and on behalf of the Trustees of Indiana University.

WITNESS, my hand and notarial seal this 21 day of August, 2018.

My Commission Expires:

Resident of _____ County

Penny L. Trilling
Notary Public
Penny L. Trilling
Printed Name

ACCEPTANCE OF GRANT OF PERPETUAL EASEMENT

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing Grant of Perpetual Easement on this ___ day of _____, 2018.

City of Bloomington Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

This instrument was prepared by: Abby Daniels, Assistant General Counsel, Indiana University, Bryan Hall 211, 107 S. Indiana Ave., Bloomington, Indiana, 47405

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. Abby Daniels, Assistant General Counsel, Indiana University



PARCEL 1
EXHIBIT "A"

BRCJ Job: 9648
Owner: The State of Indiana
Parcel: 1
Parent Parcel Record Document: Deed Book 70, Page 80
Client: Eagle Ridge Civil Engineering Services, LLC & Indiana University

A part of Lot 16, Lot 17, and Lot 18 in the Fourth Court of University Courts Addition to the City of Bloomington, Indiana as recorded in Plat Book B, Envelope 32 in the Office of the Recorder of Monroe County, Indiana intended to be a part of the lands described and recorded in Deed Book 70, Page 80 and shown depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 18, designated as point #53 on attached Exhibit "B"; thence SOUTH 89 degrees 55 minutes 34 seconds EAST, along the North line of said Lot 18, 16.23 feet; thence leaving said North line of Lot 18, SOUTH 00 degrees 41 minutes 54 seconds EAST, 149.78 feet to the South line of said Lot 16; thence SOUTH 89 degrees 16 minutes 54 seconds WEST, along said South line of Lot 16, 16.17 feet to the Southwest corner of said Lot 16, designated as point #54 on attached Exhibit "B"; thence leaving said South line of Lot 16, NORTH 00 degrees 43 minutes 06 seconds WEST, along the west lines of said Lot 16, Lot 17, and Lot 18, 150.00 feet to the point of beginning, containing 0.06 acres more or less and subject to all legal rights of way and easements.

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

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

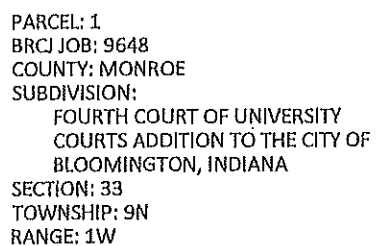
Evidence of easements have not been located in the field and are not shown on this survey drawing.

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

Certified this 22nd day of January, 2018.

Matthew M. Kroy
Registered Land Surveyor No. LS20800146
State of Indiana





OWNER: THE STATE OF INDIANA
PARENT PARCEL RECORD DOCUMENT:
DEED BOOK 70, PAGE 80
DRAWN BY: M.K.
CHECKED BY: M.K.
ACREAGE: 0.06 ACRES

SHEET 1 OF 2

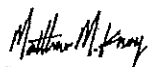


PARCEL 1
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"

COORDINATE SHEET (U.S. SURVEY FEET)			
POINT #	NORTHING	EASTING	DESCRIPTION
50	1428266.9552	3111482.1778	7+00
51	1429266.8809	3111469.9877	17+00
52	1429037.6737	3111497.6750	RW
53	1428997.6768	3111498.1758	RW
54	1428847.6886	3111500.0561	RW
55	1428835.6895	3111500.2065	RW
56	1428698.5908	3111501.9253	RW
57	1428638.5961	3111502.6774	RW
58	1428496.6073	3111504.4574	RW
59	1428480.6085	3111504.6580	RW
60	1428338.6197	3111506.4380	RW

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Location Control Route Survey Plat" recorded as Instrument No. 2018000696, in the Office of the Recorder of Monroe County, Indiana (Incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).


Matthew M. Khoy
Registered Land Surveyor No. LS20800146
State of Indiana
Dated: January 22, 2018



GRANT OF PERPETUAL EASEMENT

Project: N. Woodlawn Ave. Improvements, 7th – 10th Sts.
Parcel Number 2

THIS INDENTURE WITNESSETH that The Trustees of Indiana University ("GRANTOR"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to the City of Bloomington, Indiana ("GRANTEE"), a perpetual easement ("Easement") for highway and utility purposes over, under, and upon the following described real property located in Monroe County, State of Indiana:

See Exhibit "A" attached hereto and made a part hereof

Together with the right to install, construct, replace, remove, and maintain structures, ditches, drains and other improvements within the Easement that are pertinent to such use as a public way.

Grantor hereby reserves unto itself, its successors, and assigns, the right to access the Easement from time to time to install, operate, maintain, replace, or remove any of Grantor's utilities and related infrastructure, including but not limited to electric, natural gas, water, and sewer lines, lights and light poles, telecommunication lines, and conduits (collectively referred to as the "Utilities") together with all necessary markers, lines, and connections thereto, and also the right, in Grantor's sole discretion, to install and remove Grantor's signage and to remove, cut, and trim trees, bushes, and other vegetation growing within the Easement, whether above or below ground.

Grantor shall provide at least five (5) business days' notice to Grantee and Grantee's Utilities Department before Grantor accesses the Easement to perform any of the tasks identified above regarding Grantor's Utilities, except when an emergency requires immediate action. In the event of an emergency, Grantor shall provide said notice as soon as is reasonably possible.

Any damage caused by Grantor or Grantor's agents, employees or assigns to any of Grantee's structures or improvements within the Easement shall be restored and corrected by Grantor at the sole expense of Grantor, to Grantee's reasonable satisfaction.

Grantee shall not block access to any of Grantor's real or personal property.

Utilities installed by Grantor within the Easement shall not interfere with existing Grantee utilities within the Easement.

Grantee shall not install any above-ground structures on the Easement without the express written permission of Grantor.

Any damage caused by Grantee or Grantee's agents, employees, or assigns to lawns, landscaping, pavement, signage, fences, or other improvements owned or operated by Grantor shall be promptly restored and corrected by Grantee at the sole expense of Grantee, to Grantor's reasonable satisfaction.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all damages, claims, costs, and expenses suffered, sustained, or incurred as a result of Grantee's construction, maintenance, or other use or occupancy of the Easement.

The undersigned person executing this Grant of Perpetual Easement represents and certifies on behalf of the Grantor that he has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument this 21 day of Aug, 2018.

THE TRUSTEES OF INDIANA UNIVERSITY

By:

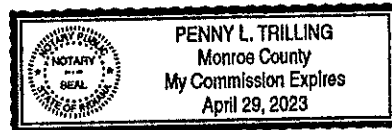
Donald S. Lukes
Donald S. Lukes
University Treasurer

DLB
CN

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)



Before me, a Notary Public in and for said County and State, personally appeared Donald S. Lukes, the University Treasurer, who acknowledged the execution of the foregoing Grant of Perpetual Easement for and on behalf of the Trustees of Indiana University.

WITNESS, my hand and notarial seal this 21 day of August, 2018.

My Commission Expires:

Resident of _____ County

Penny L. Trilling
Notary Public
Penny L Trilling
Printed Name

ACCEPTANCE OF GRANT OF PERPETUAL EASEMENT

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing Grant of Perpetual Easement on this ___ day of _____, 2018.

City of Bloomington Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

This instrument was prepared by: Abby Daniels, Assistant General Counsel, Indiana University, Bryan Hall 211, 107 S. Indiana Ave., Bloomington, Indiana, 47405

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. Abby Daniels, Assistant General Counsel, Indiana University



PARCEL 2
EXHIBIT "A"

BRCJ Job: 9648
Owner: The State of Indiana
Parcel: 2
Parent Parcel Record Document: Deed Book 70, Page 80
Client: Eagle Ridge Civil Engineering Services, LLC & Indiana University

A part of Lot 11 in the Fourth Court of University Courts Addition to the City of Bloomington, Indiana as recorded in Plat Book B, Envelope 32 in the Office of the Recorder of Monroe County, Indiana intended to be a part of the lands described and recorded in Deed Book 70, Page 80 and shown depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 11, designated as point #55 on attached Exhibit "B"; thence NORTH 89 degrees 16 minutes 54 seconds EAST, along the North line of said Lot 11, 16.17 feet; thence leaving said North line of Lot 11, SOUTH 00 degrees 41 minutes 54 seconds EAST, 137.11 feet to the South line of said Lot 11; thence SOUTH 89 degrees 16 minutes 54 seconds WEST, along said South line of Lot 11, 16.12 feet to the Southwest corner of said Lot 11, designated as point #56 on attached Exhibit "B"; thence leaving said South line of Lot 11, NORTH 00 degrees 43 minutes 06 seconds WEST, along the West line of said Lot 11, 137.11 feet to the point of beginning, containing 0.05 acres more or less and subject to all legal rights of way and easements.

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

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

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

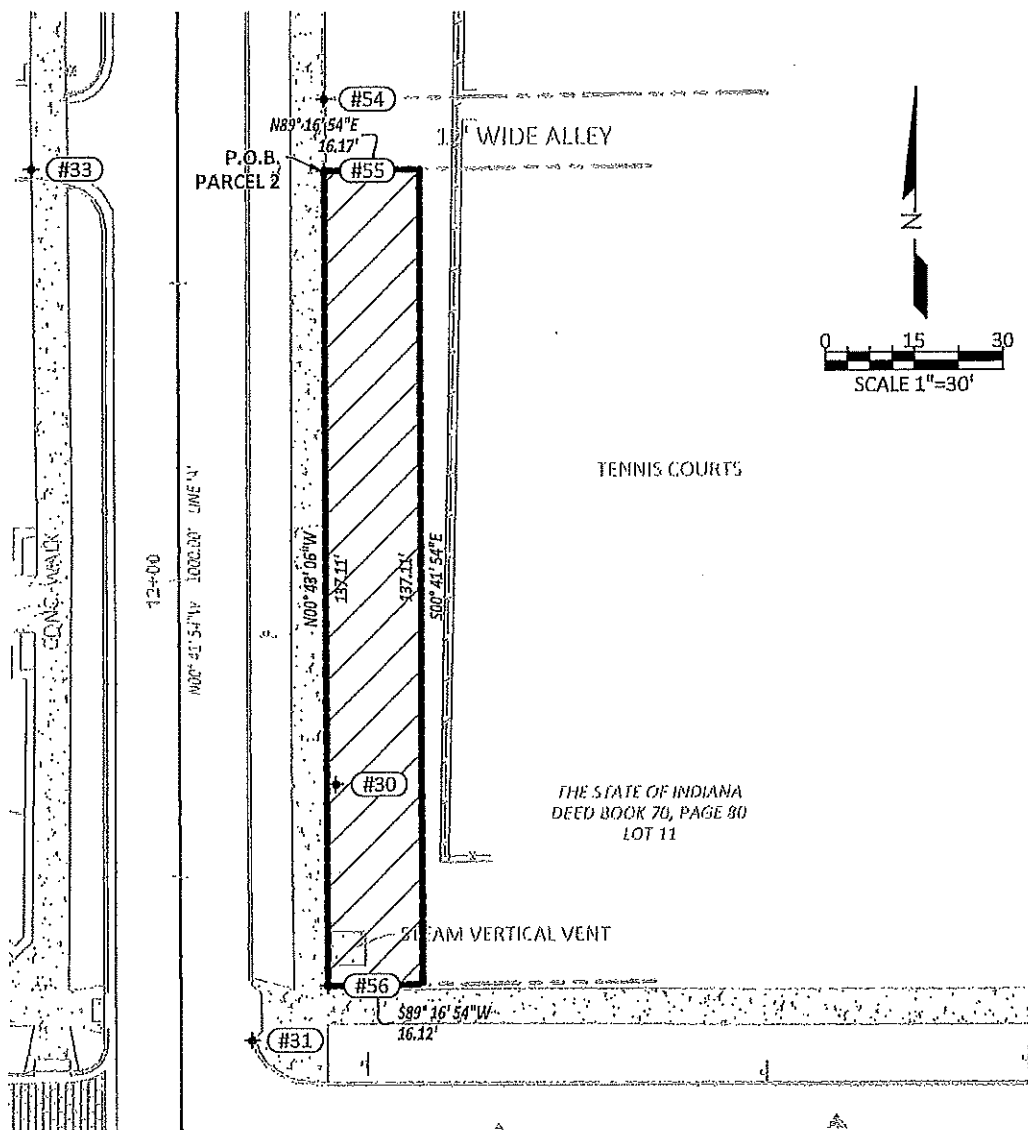
Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 22nd day of January, 2018.

Matthew M. Kroy
Registered Land Surveyor No. LS20800146
State of Indiana



PARCEL 2
 RIGHT-OF-WAY PARCEL PLAT
 EXHIBIT "B"



PARCEL: 2
 BRCJ JOB: 9648
 COUNTY: MONROE
 SUBDIVISION:
 FOURTH COURT OF UNIVERSITY
 COURTS ADDITION TO THE CITY OF
 BLOOMINGTON, INDIANA
 SECTION: 33
 TOWNSHIP: 9N
 RANGE: 1W

OWNER: THE STATE OF INDIANA
 PARENT PARCEL RECORD DOCUMENT:
 DEED BOOK 70, PAGE 80
 DRAWN BY: M.K.
 CHECKED BY: M.K.
 ACREAGE: 0.05 ACRES



PARCEL 2
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"

COORDINATE SHEET (U.S. SURVEY FEET)			
POINT #	NORTHING	EASTING	DESCRIPTION
50	1428266.9552	3111482.1778	7+00
51	1429266.8809	3111469.9877	17+00
52	1429037.6737	3111497.6750	RW
53	1428997.6768	3111498.1758	RW
54	1428847.6886	3111500.0561	RW
55	1428835.6895	3111500.2065	RW
56	1428698.5908	3111501.9253	RW
57	1428638.5961	3111502.6774	RW
58	1428496.6073	3111504.4574	RW
59	1428480.6085	3111504.6580	RW
60	1428338.6197	3111506.4380	RW

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Location Control Route Survey Plat" recorded as Instrument No. 2018000696, in the Office of the Recorder of Monroe County, Indiana (Incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

Matthew M. Khoy

Matthew M. Khoy
Registered Land Surveyor No. LS20800146
State of Indiana
Dated: January 22, 2018



GRANT OF PERPETUAL EASEMENT

Project: N. Woodlawn Ave. Improvements, 7th – 10th Sts.
Parcel Number 3

THIS INDENTURE WITNESSETH that The Trustees of Indiana University ("GRANTOR"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to the City of Bloomington, Indiana ("GRANTEE"), a perpetual easement ("Easement") for highway and utility purposes over, under, and upon the following described real property located in Monroe County, State of Indiana:

See Exhibit "A" attached hereto and made a part hereof

Together with the right to install, construct, replace, remove, and maintain structures, ditches, drains and other improvements within the Easement that are pertinent to such use as a public way.

Grantor hereby reserves unto itself, its successors, and assigns, the right to access the Easement from time to time to install, operate, maintain, replace, or remove any of Grantor's utilities and related infrastructure, including but not limited to electric, natural gas, water, and sewer lines, lights and light poles, telecommunication lines, and conduits (collectively referred to as the "Utilities") together with all necessary markers, lines, and connections thereto, and also the right, in Grantor's sole discretion, to install and remove Grantor's signage and to remove, cut, and trim trees, bushes, and other vegetation growing within the Easement, whether above or below ground.

Grantor shall provide at least five (5) business days' notice to Grantee and Grantee's Utilities Department before Grantor accesses the Easement to perform any of the tasks identified above regarding Grantor's Utilities, except when an emergency requires immediate action. In the event of an emergency, Grantor shall provide said notice as soon as is reasonably possible.

Any damage caused by Grantor or Grantor's agents, employees or assigns to any of Grantee's structures or improvements within the Easement shall be restored and corrected by Grantor at the sole expense of Grantor, to Grantee's reasonable satisfaction.

Grantee shall not block access to any of Grantor's real or personal property.

Utilities installed by Grantor within the Easement shall not interfere with existing Grantee utilities within the Easement.


Grantee shall not install any above-ground structures on the Easement without the express written permission of Grantor.

Any damage caused by Grantee or Grantee's agents, employees, or assigns to lawns, landscaping, pavement, signage, fences, or other improvements owned or operated by Grantor shall be promptly restored and corrected by Grantee at the sole expense of Grantee, to Grantor's reasonable satisfaction.

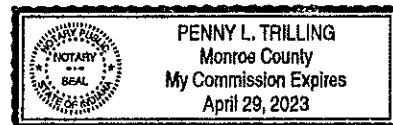
The undersigned person executing this Grant of Perpetual Easement represents and certifies on behalf of the Grantor that he has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument this 21 day of Aug, 2018.

By:


Donald S. Lukes
University Treasurer

TEB
CN

[illegible]

WITNESS, my hand and notarial seal this 21 day of August, 2018.

Journal of Management Inquiry, Vol. 20 No. 1, March 2011
DOI: 10.1177/1056492610389000
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<http://www.sagepub.com/journalsPermissions.nav>

Resident of _____ County

Notary Public

Printed Name _____

ACCEPTANCE OF GRANT OF PERPETUAL EASEMENT

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing Grant of Perpetual Easement on this ___ day of _____, 2018.

City of Bloomington Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

This instrument was prepared by: Abby Daniels, Assistant General Counsel, Indiana University, Bryan Hall 211, 107 S. Indiana Ave., Bloomington, Indiana, 47405

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. Abby Daniels, Assistant General Counsel, Indiana University



**PARCEL 3
EXHIBIT "A"**

BRCJ Job: 9648
Owner: The State of Indiana
Parcel: 3
Parent Parcel Record Document: Deed Book 67, Page 532
Client: Eagle Ridge Civil Engineering Services, LLC & Indiana University

A part of Lot 10 in the Fourth Court of University Courts Addition to the City of Bloomington, Indiana as recorded in Plat Book B, Envelope 32 in the Office of the Recorder of Monroe County, Indiana Intended to be a part of the lands described and recorded in Deed Book 67, Page 532 and shown depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 10, designated as point #57 on attached Exhibit "B"; thence NORTH 89 degrees 16 minutes 54 seconds EAST, along the North line of said Lot 10, 16.10 feet; thence leaving said North line of Lot 10, SOUTH 00 degrees 41 minutes 54 seconds EAST, 142.00 feet to the South line of said Lot 10; thence SOUTH 89 degrees 16 minutes 54 seconds WEST, along said South line of Lot 10, 16.05 feet to the Southwest corner of said Lot 10, designated as point #58 on attached Exhibit "B"; thence leaving said South line of Lot 10, NORTH 00 degrees 43 minutes 06 seconds WEST, along the West line of said Lot 10, 142.00 feet to the point of beginning, containing 0.05 acres more or less and subject to all legal rights of way and easements.

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

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

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

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

Certified this 22nd day of January, 2018.

Matthew M. Kroy
Registered Land Surveyor No. LS20800146
State of Indiana

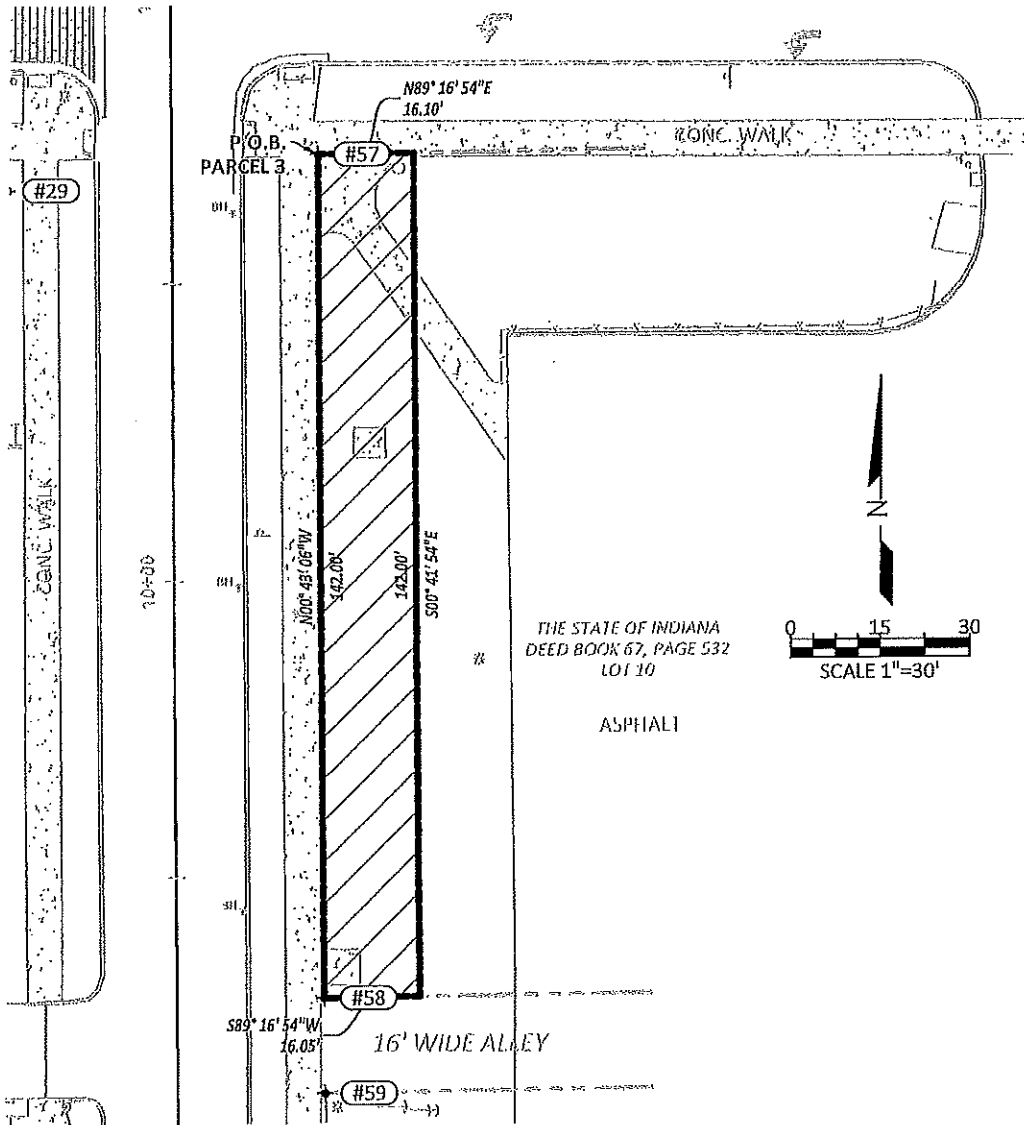


Bledsoe Riggert Cooper James

BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

PARCEL 3
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"



PARCEL: 3
BRCJ JOB: 9648
COUNTY: MONROE
SUBDIVISION:
FOURTH COURT OF UNIVERSITY
COURTS ADDITION TO THE CITY OF
BLOOMINGTON, INDIANA
SECTION: 33
TOWNSHIP: 9N
RANGE: 1W

OWNER: THE STATE OF INDIANA
PARENT PARCEL RECORD DOCUMENT:
DEED BOOK 67, PAGE 532
DRAWN BY: M.K.
CHECKED BY: M.K.
ACREAGE: 0.05 ACRES

SHEET 1 OF 2

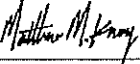


PARCEL 3
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"

COORDINATE SHEET (U.S. SURVEY FEET)			
POINT #	NORTHING	EASTING	DESCRIPTION
50	1428266.9552	3111482.1778	7+00
51	1429266.8809	3111469.9877	17+00
52	1429037.6737	3111497.6750	RW
53	1428997.6768	3111498.1758	RW
54	1428847.6886	3111500.0561	RW
55	1428835.6895	3111500.2065	RW
56	1428698.5908	3111501.9253	RW
57	1428638.5961	3111502.6774	RW
58	1428496.6073	3111504.4574	RW
59	1428480.6085	3111504.6580	RW
60	1428338.6197	3111506.4380	RW

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Location Control Route Survey Plat" recorded as Instrument No. 2018000696, in the Office of the Recorder of Monroe County, Indiana (incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).


Matthew M. Khoy
Registered Land Surveyor No. LS20800146
State of Indiana
Dated: January 22, 2018



GRANT OF PERPETUAL EASEMENT

Project: N. Woodlawn Ave. Improvements, 7th – 10th Sts.
Parcel Number 4

THIS INDENTURE WITNESSETH that The Trustees of Indiana University ("GRANTOR"), in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to the City of Bloomington, Indiana ("GRANTEE"), a perpetual easement ("Easement") for highway and utility purposes over, under, and upon the following described real property located in Monroe County, State of Indiana:

See Exhibit "A" attached hereto and made a part hereof

Together with the right to install, construct, replace, remove, and maintain structures, ditches, drains and other improvements within the Easement that are pertinent to such use as a public way.

Grantor hereby reserves unto itself, its successors, and assigns, the right to access the Easement from time to time to install, operate, maintain, replace, or remove any of Grantor's utilities and related infrastructure, including but not limited to electric, natural gas, water, and sewer lines, lights and light poles, telecommunication lines, and conduits (collectively referred to as the "Utilities") together with all necessary markers, lines, and connections thereto, and also the right, in Grantor's sole discretion, to install and remove Grantor's signage and to remove, cut, and trim trees, bushes, and other vegetation growing within the Easement, whether above or below ground.

Grantor shall provide at least five (5) business days' notice to Grantee and Grantee's Utilities Department before Grantor accesses the Easement to perform any of the tasks identified above regarding Grantor's Utilities, except when an emergency requires immediate action. In the event of an emergency, Grantor shall provide said notice as soon as is reasonably possible.

Any damage caused by Grantor or Grantor's agents, employees or assigns to any of Grantee's structures or improvements within the Easement shall be restored and corrected by Grantor at the sole expense of Grantor, to Grantee's reasonable satisfaction.

Grantee shall not block access to any of Grantor's real or personal property.

Grantee shall not install any above-ground structures on the Easement without the express written permission of Grantor.

Any damage caused by Grantee or Grantee's agents, employees, or assigns to lawns, landscaping, pavement, signage, fences, or other improvements owned or operated by Grantor shall be promptly restored and corrected by Grantee at the sole expense of Grantee, to Grantor's reasonable satisfaction.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all damages, claims, costs, and expenses suffered, sustained, or incurred as a result of Grantee's construction, maintenance, or other use or occupancy of the Easement.

The undersigned person executing this Grant of Perpetual Easement represents and certifies on behalf of the Grantor that he has been fully empowered by the Grantor to execute and deliver this conveyance and all other such instruments of transfer, that the Grantor has full capacity to convey the real estate described, and that all necessary action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument this 21 day of Aug, 2018.

THE TRUSTEES OF INDIANA UNIVERSITY

By:

Donald S. Lukes

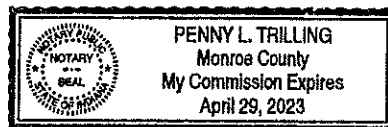
Donald S. Lukes
University Treasurer

JRL
CN

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)



Before me, a Notary Public in and for said County and State, personally appeared Donald S. Lukes, the University Treasurer, who acknowledged the execution of the foregoing Grant of Perpetual Easement for and on behalf of the Trustees of Indiana University.

WITNESS, my hand and notarial seal this 21 day of August, 2018.

My Commission Expires:

Resident of _____ County

Penny L. Trilling

Notary Public

Printed Name

Penny L. Trilling

ACCEPTANCE OF GRANT OF PERPETUAL EASEMENT

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing Grant of Perpetual Easement on this ___ day of _____, 2018.

City of Bloomington Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

This instrument was prepared by: Abby Daniels, Assistant General Counsel, Indiana University, Bryan Hall 211, 107 S. Indiana Ave., Bloomington, Indiana, 47405

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. Abby Daniels, Assistant General Counsel, Indiana University



**PARCEL 4
EXHIBIT "A"**

BRCJ Job: 9648
Owner: The State of Indiana
Parcel: 4
Parent Parcel Record Document: Deed Book 67, Page 532
Client: Eagle Ridge Civil Engineering Services, LLC & Indiana University

A part of Lot 1 in the Fourth Court of University Courts Addition to the City of Bloomington, Indiana as recorded in Plat Book B, Envelope 32 in the Office of the Recorder of Monroe County, Indiana intended to be a part of the lands described and recorded in Deed Book 67, Page 532 and shown depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows by Matthew M. Kroy, LS20800146, based on a Location Control Route Survey Plat certified January 20, 2018 and recorded as Instrument No. 2018000696 in the Office of the Recorder of Monroe County, Indiana, also located in the files of Bledsoe Riggert Cooper & James, Inc. as Job No. 9648:

BEGINNING at the Northwest corner of said Lot 1, designated as point #59 on attached Exhibit "B"; thence NORTH 89 degrees 16 minutes 54 seconds EAST, along the North line of said Lot 1, 16.05 feet; thence leaving said North line of Lot 1, SOUTH 00 degrees 41 minutes 54 seconds EAST, 142.31 feet to the South line of said Lot 1; thence NORTH 89 degrees 37 minutes 15 seconds WEST, along said South line of Lot 1, 16.00 feet to the Southwest corner of said Lot 1, designated as point #60 on attached Exhibit "B"; thence leaving said South line of Lot 1, NORTH 00 degrees 43 minutes 06 seconds WEST, along the West line of said Lot 1, 142.00 feet to the point of beginning, containing 0.05 acres more or less and subject to all legal rights of way and easements.

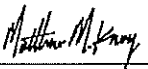
This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12.

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

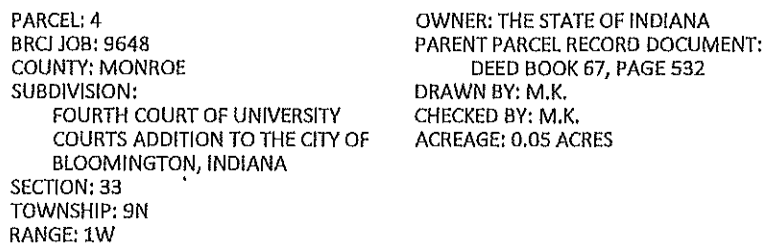
Evidence of easements have not been located in the field and are not shown on this survey drawing.

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

Certified this 23rd day of July, 2018.


Matthew M. Kroy
Registered Land Surveyor No. LS20800146
State of Indiana





BRCJcivil.com



PARCEL 4
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"

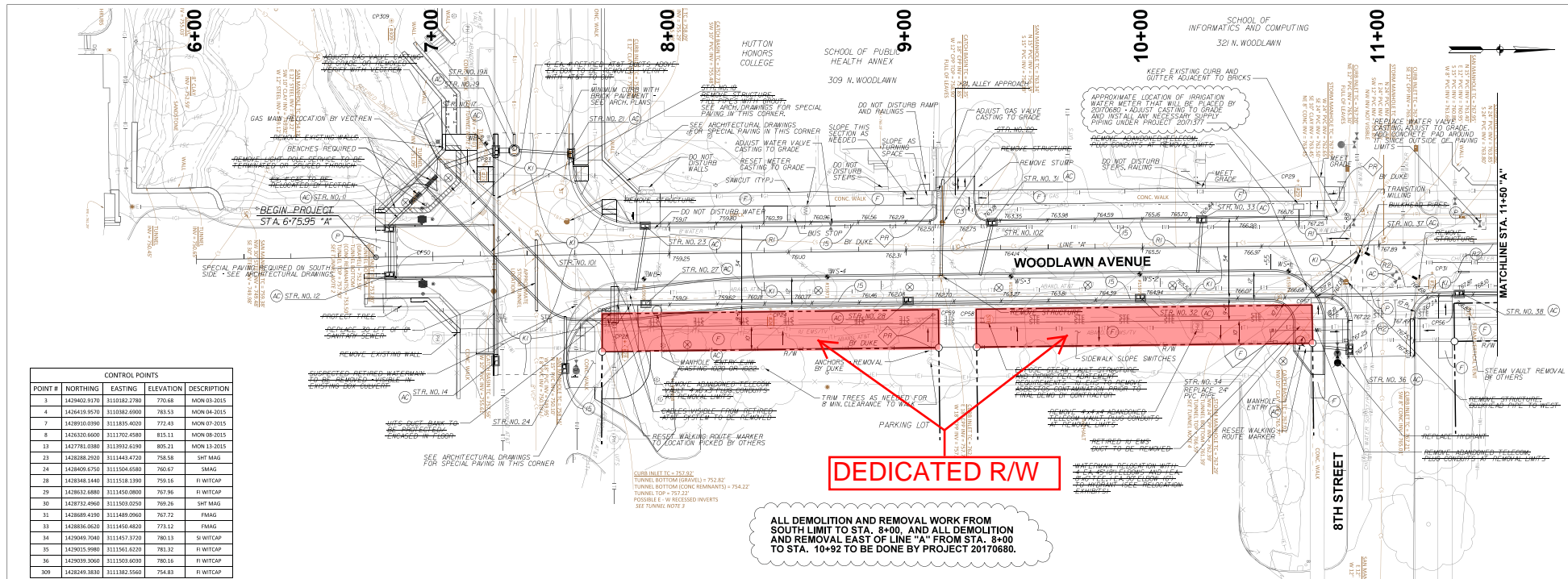
COORDINATE SHEET (U.S. SURVEY FEET)			
POINT #	NORTHING	EASTING	DESCRIPTION
50	1428266.9552	3111482.1778	7+00
51	1429266.8809	3111469.9877	17+00
52	1429037.6737	3111497.6750	RW
53	1428997.6768	3111498.1758	RW
54	1428847.6886	3111500.0561	RW
55	1428835.6895	3111500.2065	RW
56	1428698.5908	3111501.9253	RW
57	1428638.5961	3111502.6774	RW
58	1428496.6073	3111504.4574	RW
59	1428480.6085	3111504.6580	RW
60	1428338.6197	3111506.4380	RW

SURVEYOR'S STATEMENT

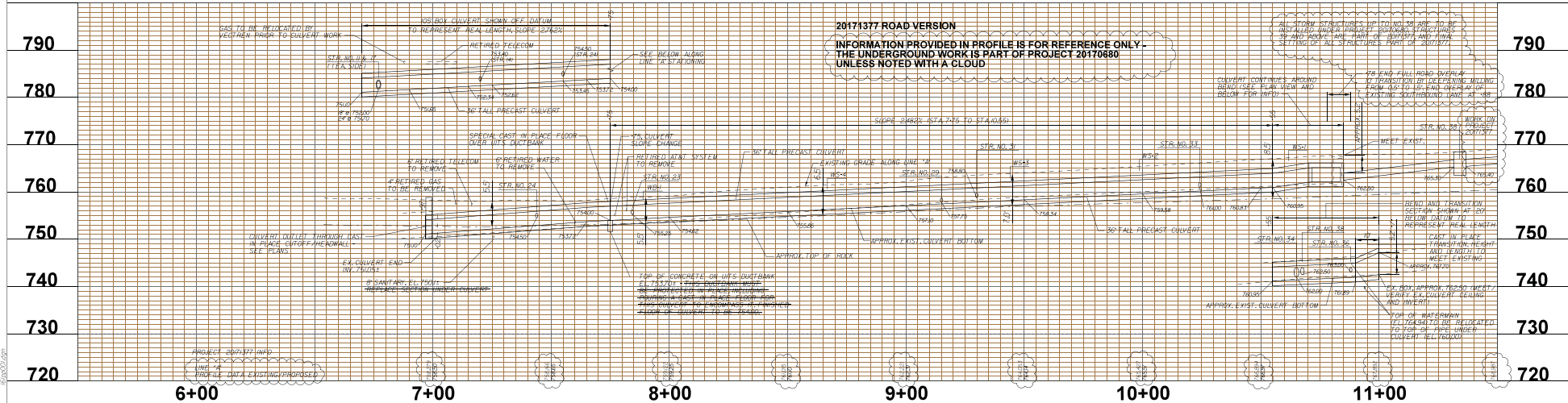
To the best of my knowledge and belief, this plat, with the "Location Control Route Survey Plat" recorded as Instrument No. 2018000696, in the Office of the Recorder of Monroe County, Indiana (incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

Matthew M. Kroy
Registered Land Surveyor No. LS20800146
State of Indiana
Dated: July 23, 2018





POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
3	1429402.9176	2110082.2780	770.68	MON 03-2015
4	1428419.9570	2110082.6900	783.53	MON 04-2015
7	1428910.0390	2111835.4035	772.43	MON 07-2015
8	1428320.6600	2111702.4580	815.11	MON 08-2015
13	1427791.0980	2110952.4300	805.71	MON 11-2015
23	1428268.2920	2111443.4720	758.58	SHT MAG
24	1428408.6750	2111504.6580	760.67	SMAG
28	1428348.1440	2111538.1390	759.16	H WITCAP
29	1428632.6880	2111450.0800	767.96	H WITCAP
30	1428732.4960	2111503.0250	769.26	SHT MAG
31	1428689.4390	2111488.0960	767.72	PMAG
33	1428836.0620	2111450.4620	773.12	PMAG
34	1429049.0940	2111457.3750	780.13	S WITCAP
35	1429035.5960	2111461.6020	783.32	H WITCAP
36	1429029.2900	2111503.6030	780.16	H WITCAP
309	1428448.3830	2111362.5560	754.83	H WITCAP



LEGEND:

- 4" (DIA)
- ⊗ TREE TO BE REMOVED

BRICK RDGWAY
NO. 13300092
STATE OF
INDIANA

RECOMMENDED FOR APPROVAL: *[Signature]* 3-10-2018 DATE

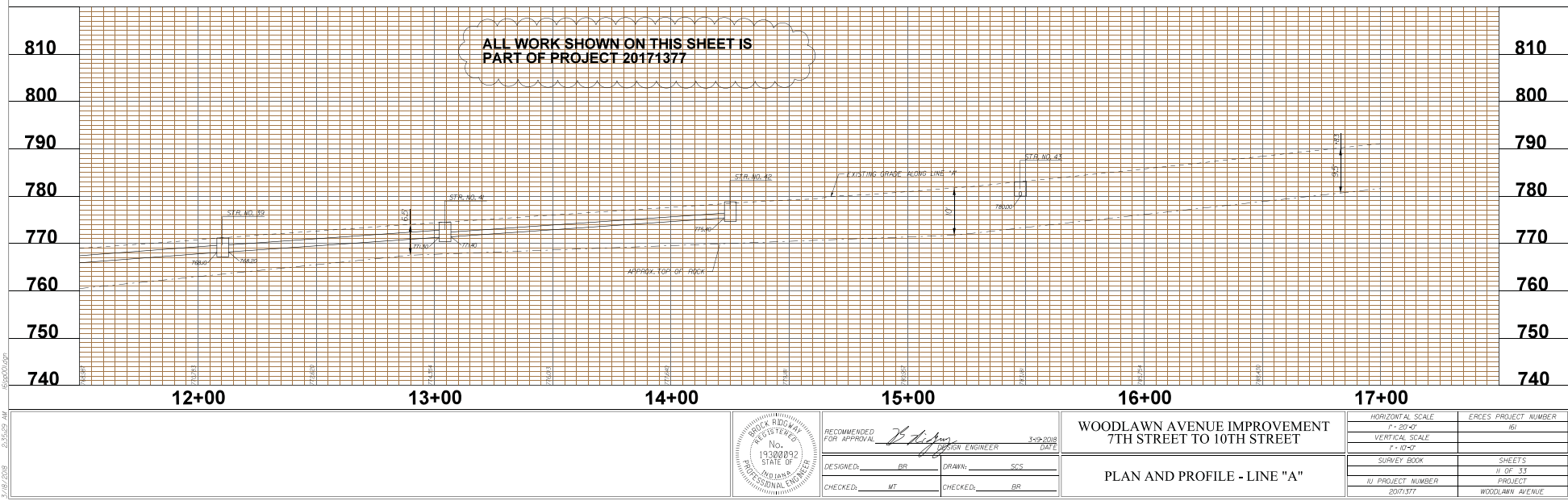
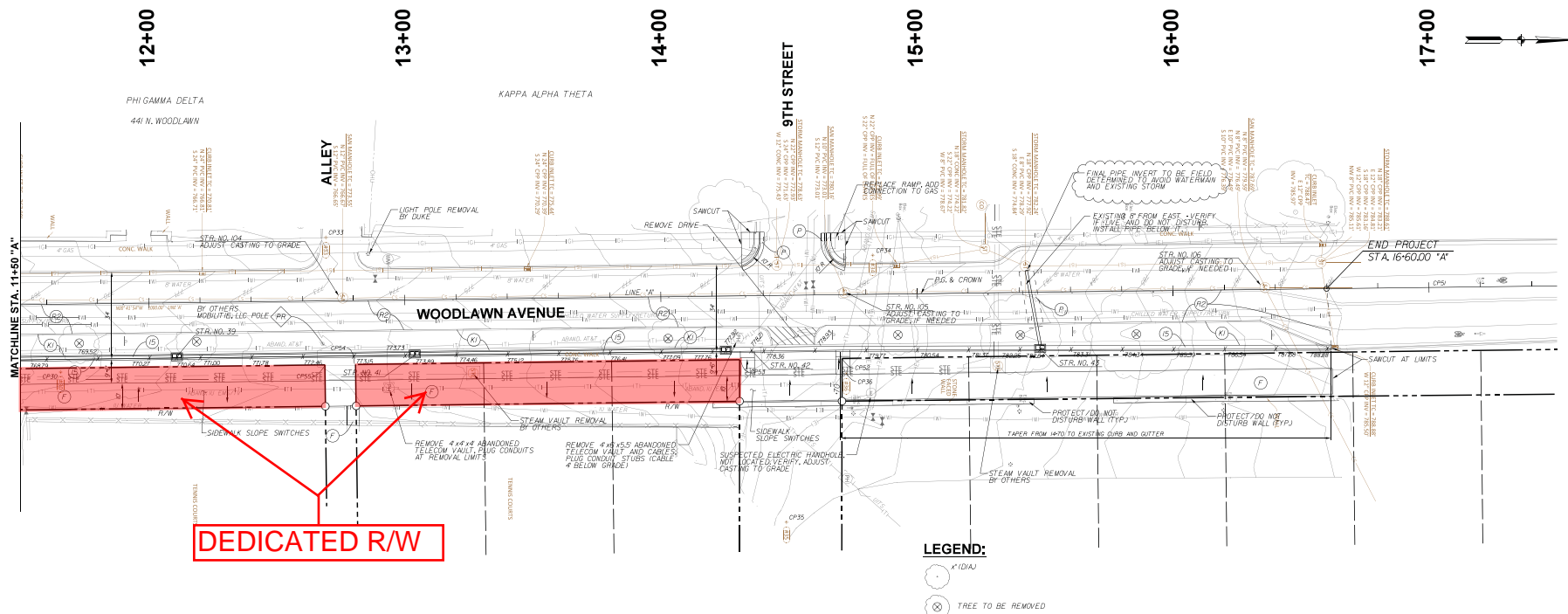
DESIGNED: BR DRAWN: SC'S

CHECKED: MT CHECKED: BR

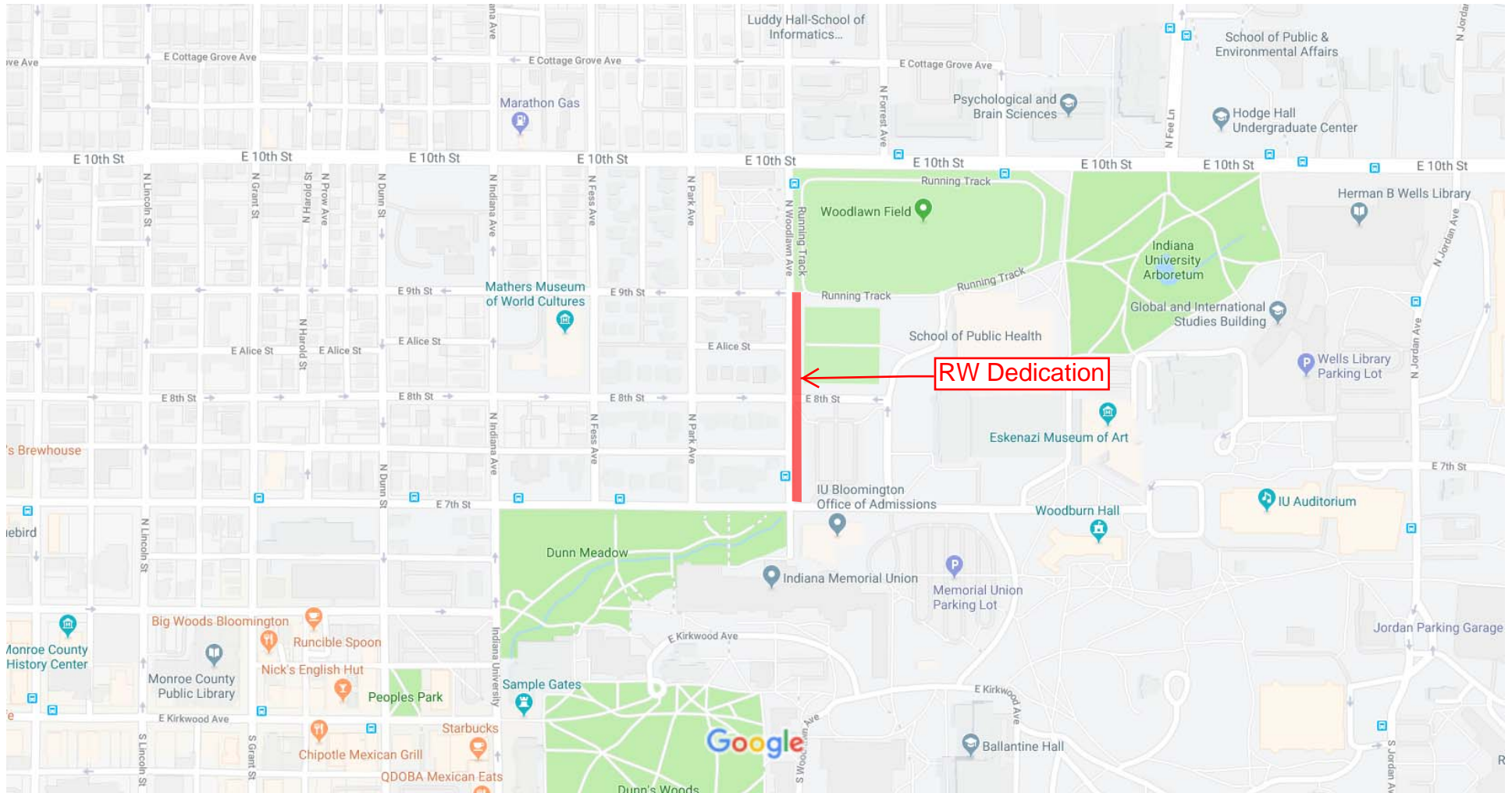
**WOODLAWN AVENUE IMPROVEMENT
7TH STREET TO 10TH STREET**

PLAN AND PROFILE - LINE "A"

HORIZONTAL SCALE	ERCS PROJECT NUMBER
1" = 20'-0"	10
VERTICAL SCALE	
1" = 10'-0"	
SURVEY BOOK	SHEETS
0 OF 33	
PROJECT NUMBER	PROJECT
20171377	WOODLAWN AVENUE



Google Maps



Map data ©2018 Google 200 ft



Board of Public Works Staff Report

Project/Event: Air Conditioning Replacement for Fire Station #1 Sleeping Quarters

Petitioner/Representative: Bloomington Fire Department

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: September 4, 2018

The Air Conditioning in the sleeping quarters at Fire Station #1 is in need of replacement. Three proposals were solicited. The proposed costs are as follows:

HFI	\$7,300.00
Commercial Service	\$20,985.00
Ryan Fireprotection	\$22,649.00

The proposal from HFI was considered unsatisfactory. It consisted of a partial replacement of existing equipment and re-ducting existing equipment. HFI was invited to present a new proposal, but has not done so to date.

Fire Department and Public Works staff recommend awarding the contract for this project to Commercial Service.

Respectfully submitted,

J. D. Boruff
Operations and Facilities Director
Public Works Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

COMMERCIAL SERVICE, INC.

FOR

AIR CONDITIONING REPLACEMENT FOR FIRE STATION #1 SLEEPING QUARTERS

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Air Conditioning Replacement for Fire Station #1 Sleeping Quarters (more particularly described in **Attachment A**, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. **TERM**

1.01. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. **SERVICES**

2.01. CONTRACTOR shall complete all work required under this Agreement within Thirty (30) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03. CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. **COMPENSATION**

3.01. CONTRACTOR shall provide services as specified in **Attachment A**, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty thousand nine hundred eighty five dollars (\$20,985.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. **RETAINAGE**

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

This Section Intentionally Left Blank

ARTICLE 5. **GENERAL PROVISIONS**

5.01. CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 **Abandonment, Default and Termination**

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy

it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

5.03. Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04. Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed Operations)	
Products/Completed Operation	\$1,000,000

Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term

"The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.14. Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Commercial Service, Inc.
Attn: Ryan Daily	Attn: Tyler Doades
P.O. Box 100	P.O. Box 91
Bloomington, Indiana 47402	Bloomington, Indiana 47402

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the

City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as **Attachment "C"** and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Commercial Service, Inc.

BY:

BY:

Kyla Cox Deckard, President

Greg Humphrey, CFO

Kelly M. Boatman, Vice President

Dana Palazzo, Secretary

for  _____
John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON
Controller

Reviewed by: _____

DATE: 8-28-18

FUND/ACCT: 101-0894510

CITY OF BLOOMINGTON

Legal Department

Reviewed By: _____

8-27-2018

ATTACHMENT A

"SCOPE OF WORK"

EMERGENCY REPAIR OF 4TH ST PARKING GARAGE SOUTHEAST STAIRWELL

This project shall include, but is not limited to, the following SCOPE OF WORK. Ann-Kriss LLC shall provide all necessary labor and material to complete the following:

Metal Work:

1. Repair 10 steps (metal work) in 10 steps in the south east tower
2. Repair area where risers cement to landings

Repair Steps:

1. Remove loose concrete from steps
2. Spray steps & prime
3. Install new concrete in steps & finish

"E-VERIFY AFFIDAVIT"

County of Residence: _____

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: Change Order #1 for the South East Stair Tower
Petitioner/Representative: Public Works – Ryan Daily
Staff Representative: Ryan Daily
Date: September 4th, 2018

Report: The contract for the Morton Street Garage Stairwell project included painting for the 1st, 2nd, and 3rd levels of the stair tower after repairs were completed.

Garage Staff painted a majority of the 4th - 8th levels of the stairwell during the summer months. However, with the students return, staff is no longer able to focus on this project.

Change Order #1 Comprises of:
Paint any remaining area of the stairwell and add a second coat of paint, where needed.

Total Change Order amount = \$1,943.62
The new contract sum including the change order will be \$31,410.22

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

**ANKRISS SERVICES**

736 S. Morton
Bloomington, Indiana 47403
812-361-7620

Contractors Invoice

WORK PERFORMED AT:

TO:

City of Bloomington
401 N. Morton
Bloomington, IN.

DATE

8/27/18

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order.

① Scrape 1 Paint stained flat
was previously painted. Handrails,
base landings, edges

* Material to be supplied!

Total

→ \$ 1,943.62

Board of Public Works, Sept. 4, 2018

Kyla Cox Decker, President

Beth Hollingsworth, Vice President

Dana Palazzo, Secretary

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Jackie Moore

DATE: 8.30.18

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

CITY OF BLOOMINGTON

Controller

Reviewed by:

This is a ☐ Partial ☐ Full invoice due and payable by: _____

Month

Day

Year

in accordance with our ☐ Agreement ☐ Proposal

No. _____

Date

DATE: 8-30-18

FUND/ACCT: 452-653650

Year



Board of Public Works Staff Report

Project/Event: Morton Street Stairwell Painting - North East Stair Tower
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 09.04.18

Report: The Morton Street Garage North East Stairwell is in need of painting from the 1st to 8th Floor.

We contacted three vendors for quotes for this project:

Contractor	Date of Walkthrough	Bid Amount
Dave Padgett (Ann-Kriss)	7/19/2018	\$ 9,300.10
Color Theory LLC	N/A	
Weddle Bros	N/A	

We recommend using: Ann-Kriss LLC

Total cost to repair = \$9,300.10

Funding Source will be: 452.26.260000.52340

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

Morton Street Garage North East Stairwell Painting

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Ann-Kriss LLC., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Morton Street Garage north east stairwell painting, (more particularly described in Attachment A, "Scope of Work"; and

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

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement within 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

3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Nine Thousand Three Hundred Dollars and Ten Cents (\$9,300.10). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03. The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04. CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

5.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

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

5.03. Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

5.04. Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.

15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

5.10. Safety. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11. Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14. Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Ann-Kriss LLC
Attn: Ryan Daily	Attn: David Padgett
245 W & 7 th Street	736 S. Morton St.
Bloomington, Indiana 47404	Bloomington, Indiana 47403

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within 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

Ann-Kriss LLC

BY: _____

BY: _____

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Jackie Moore

DATE: 8.30.18

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 8-30-18

FUND/ACCT: 452-26-57650

ATTACHMENT 'A'

"SCOPE OF WORK"

Morton Street Garage North East Stairwell Painting

Project Details:

- i. Sand down back sides, handrails, and risers of stairwells, North East Stair Tower from 3rd floor up 1st to 8th Floor
- ii. Prime the back sides, hand rails, and risers of stairwells (City will provide primer)
- iii. Paint back side, hand rails, and risers of stairwells (City will provide paint)

ATTACHMENT 'B'**AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

“E-Verify AFFIDAVIT”

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

My Commission Expires: _____

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 this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/ 361-7620

Date

8/27/13

Purchaser

City of Bloomington
401 N. Morton
Bloomington, IN

Basic Project Description

Morton St. Parking Garage

Scope + Prime all metal areas as designated
Paint all metal areas. * Materials Provided

Options

Base price
Sales tax

\$ 9,300.00

Total

\$ 9,300.00

Quote & Pricing held for 30 days after above date

See attached as required: description - options - jobsite diagram - material specifications

Contract:

- Contractor agrees to complete project in a professional manner. Contractor further agrees to supply all tools, material, labor, and required insurance needed to complete project. Any additional work, not described herein, will be the responsibility of the property owner.
- Purchaser agrees to specifications herein described and listed. Purchaser agrees to furnish all necessary permits and bonding required and listed. Purchaser agrees to supply utilities for contractor during construction. Purchaser agrees to permit access to building site for all employees, agents and suppliers.
- Purchaser agrees to protect all material and equipment at the construction site against theft and damage.
- Exclusions: Any unforeseen underground objects, removal and damage will be the responsibility of purchaser. Weather, strikes, accidents, or acts of God may delay completion date of project.

E. Payment schedule:

Payment with contract	\$	_____
Upon material del.	\$	_____
Additional	\$	_____
Upon completion	\$	_____
Total	\$	_____

Both parties agree to terms described herein this date _____

Purchaser signature hereto _____

Staff Report

To: Board of Public Works

From: Christopher J. Wheeler, Assistant City Attorney

Date: August 30, 2018

Re: Request For Order to Abate 1633 S. Pinestone Ct., Bloomington, IN 47401

Attachments:

1. Notice of Request to Abate
2. Notices of Violation Issued June 22, 2018, June 27, 2018, and August 17, 2018
3. Photographs of the property
4. GIS documentation

Facts:

1. Mr. William Moore owns the real estate located at 1633 S. Pinestone Ct., Bloomington, IN, 47401 (Hereinafter the "Property")
2. Bloomington Municipal Code 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
3. On June 22, 2018, June 27, 2018, and August 17, 2018 Neighborhood Compliance Officer Dee Wills inspected the Property and on each occasion issued Notices of Violation (Hereinafter the "NOV") to William Moore because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were all posted in a conspicuous place at the property pursuant to BMC 6.06.070(b)
6. The Notice of Request to Abate was first sent certified mail to the last known address of Mr. Moore and was returned to HAND as undeliverable. Thereafter HAND posted the Notice to Abate in a conspicuous place at the last known address of Mr. Moore all in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

Status of the Property and Reason for Abatement:

The Property remains in a continued state of excessive growth. Grass throughout the entire property is in excess of eight inches and weeds and noxious plants are overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050.



Board of Public Works Staff Report

Project/Event: Title VI Request to Abate 1633 S Pinestone Court
Petitioner/Representative: HAND
Staff Representative: Dee Wills
Date: September 04, 2018

Report: The above property received Notices of Violation of Title VI of the BMC on June 22, 2018, June 27, 2018 and August 17, 2018. The only action taken to bring the property into compliance was the removal of some limbs blocking the sidewalk. No other action has been taken.

Recommendation and Supporting Justification: Requesting permission to bring property into compliance.

Recommend ☒ **Approval** ☐ **Denial by:** *Dee Wills*

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Order of Abatement for the property located at 1633 S. Pinestone Ct., Bloomington, IN, 47401 under parcel number 53-08-09-105-012.000-009 and whose legal description is 015-27650-10 Pinestone Lot 10 (Hereinafter referred to as the "Property").

This Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring the 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 either its employees or a third-party contractor hired by the City of Bloomington, to enter onto Property to reduce the weeds, grass or noxious plants present on the Property to a height of below eight inches.

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.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

SO ORDERED THIS 4th DAY OF SEPTEMBER, 2018.

Kyla Cox Deckard, President of the Board

City of Bloomington's Board of Public Works

Decision on Request for Abatement of 1633 S.

Pinestone Ct. (excessive growth)

This matter is before the Board of Public Works for Abatement of three Notices of Violation issued against 1633 S. Pinestone Ct. on June 22, 2018, June 27, 2018, and August 17, 2018 (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, September 4, 2018.

The Board of Public Works now finds as follows:

1. Mr. William Moore is the owner of the real estate located at 1633 S. Pinestone Ct., Bloomington, IN 47401 (Hereinafter referred to as the "Property").
2. On June 22, 2018, June 27, 2018, and August 17, 2018, City of Bloomington Neighborhood Compliance Officer Dee Wills personally observed weeds and grass growing on the Property at a height greater than eight inches and overgrown, and in each instance issued NOV to Mr. William Moore in accordance with BMC 6.06.070(b).
3. No appeal was taken on these NOV.
4. The violation(s) cited in the NOV have not been remedied.
5. Notice of Abatement was issued and Mr. Moore notified in accordance with BMC 6.06.080(b).

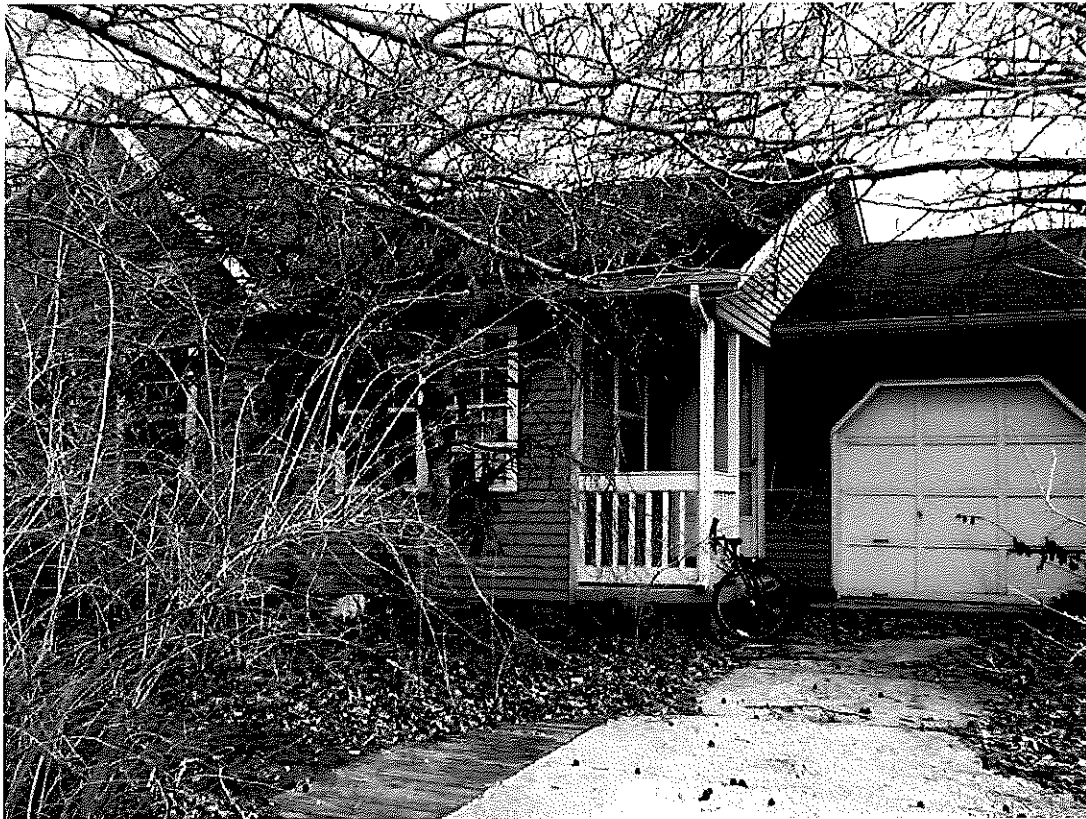
After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

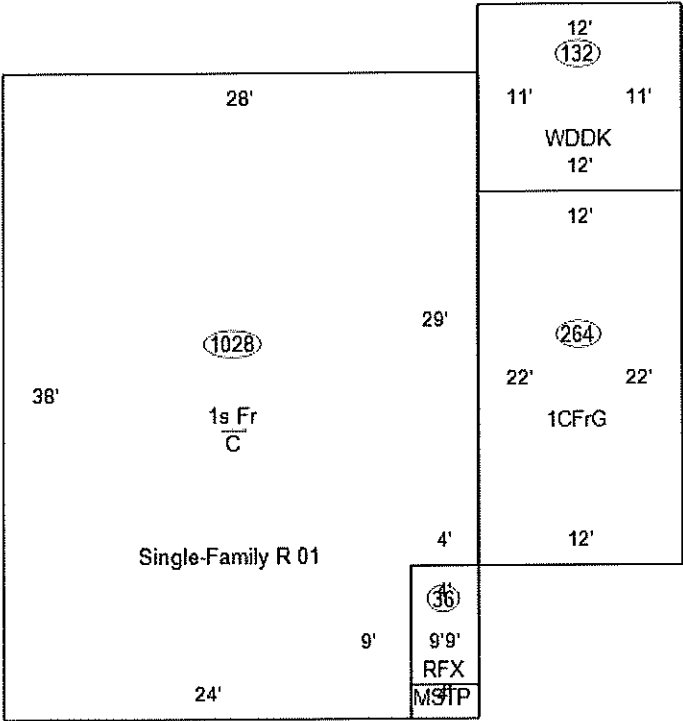
1. That the Property shall be abated in accordance with Bloomington Municipal Code 6.06.
2. The abatement shall be continuous.

Voids the Following Notices of Violation: _____.

So ordered this 4th day of September, 2018.

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





Parcel Information

Owner Name Moore, William
Owner Address 1633 S Pinestone Ct Bloomington, In 47401
Parcel Number 53-08-09-105-012.000-009
Alt Parcel Number 015-27650-10
Property Address 1633 S Pinestone Ct, Bloomington, In 47401-6581
Property Class Code 510
Property Class 1 Family Dwell - Platted Lot
Neighborhood Pinestone Court - V, 53009033-009
Legal Description 015-27650-10 Pinestone Lot 10

Taxing District

Township Perry Township
Corporation Monroe County Community

Land Description

Land Type	Acreage	Dimensions
9		66x0

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Pinestone, Inc		0	Mi	
1900-01-01	Unknown			Wd	
1984-04-06	Neubecker, Daniel L. & Kimberly J		0	Mi	
1987-07-15	Smith, Adam H		0	Mi	
1999-02-01	Moore, William		0	Wd	
2002-08-09	Moore, William		0	Co	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2018-03-21	Annual Adjustment	\$27,000.00	\$79,300.00	\$106,300.00
2017-03-30	Annual Adjustment	\$27,000.00	\$75,000.00	\$102,000.00
2016-05-02	Annual Adjustment	\$27,000.00	\$75,000.00	\$102,000.00
2015-05-27	General Revaluation	\$27,000.00	\$75,200.00	\$102,200.00
2014-05-15	Annual Adjustment	\$27,000.00	\$74,000.00	\$101,000.00
2013-06-03	Annual Adjustment	\$27,000.00	\$71,900.00	\$98,900.00
2012-06-22	Annual Adjustment	\$27,000.00	\$76,800.00	\$103,800.00
2011-06-09	Annual Adjustment	\$27,000.00	\$79,500.00	\$106,500.00
2010-03-01	Annual Adjustment	\$27,000.00	\$79,500.00	\$106,500.00
2009-03-01	Miscellaneous	\$27,000.00	\$73,600.00	\$100,600.00
2008-03-01	Miscellaneous	\$27,000.00	\$73,600.00	\$100,600.00
2007-03-01	Miscellaneous	\$27,000.00	\$75,900.00	\$102,900.00
2006-03-01	Miscellaneous	\$22,000.00	\$71,200.00	\$93,200.00
2005-03-01	Miscellaneous	\$14,400.00	\$58,300.00	\$72,700.00
2003-03-01	Homestead Change	\$14,400.00	\$58,300.00	\$72,700.00
2002-03-01	General Revaluation	\$14,400.00	\$58,300.00	\$72,700.00
1999-03-01	Homestead Change	\$0	\$0	\$0
1995-03-01	General Revaluation	\$0	\$0	\$0
1994-03-01	General Revaluation	\$0	\$0	\$0

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

Exterior Features

Exterior Feature	Size/Area
Stoop, Masonry	36
Wood Deck	132

Special Features

Description

Size/Area

Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Single-family R 01	C	F	1983		1,028

Single-Family R 01

Accommodations

Bed Rooms	3
Finished Rooms	5

Plumbing

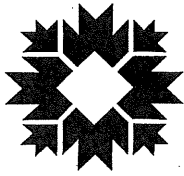
Full Baths	1
Full Baths Fixtures	
Half Baths	
Half Baths Fixtures	
Kitchen Sinks	1

Other Residential Dwelling

Heat Type	Central Warm Air
Fireplaces	
Attached Garages	264

Floors

Floor	Construction	Base	Finished
C		1,028	
1	Wood Frame	1,028	1,028



Notice of Violation

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

Date 8/17/18 Time 11:17 Address/location 1633 S PINESTONE CT
Issued by: 227 47401

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: _____

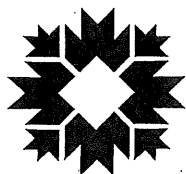
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name WILLIAM MOORE
Address 1633 S PINESTONE CT
City BLOOMINGTON State IN
Zip Code 47401

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

BPW: ✓

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



Notice of Violation

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

Date 6/27/18 Time 3:05 Address/location 1633 S. PINESTONE CT
Issued by: 227 47401

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: _____

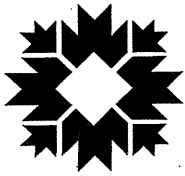
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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence),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

Owner Name WILLIAM MOORE
Address 1633 S. PINESTONE CT
City BLOOMINGTON State IN
Zip Code 47401

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

BPW: _____

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



Notice of Violation

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

Date 6/22/18 Time 2:26 Address/location 1633 PINESTONE CT
Issued by: 227 47401

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket#

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket#

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☒ Warning (No fine due at this time)

Ticket#

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

Comments:

REMOVE LIMBS FROM SIDEWALK

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

Owner Name

WILLIAM MOORE

Address

1633 PINESTONE CT

City

BLOOMINGTON State IN

Zip Code

47401

Agent Name

Address

City

State

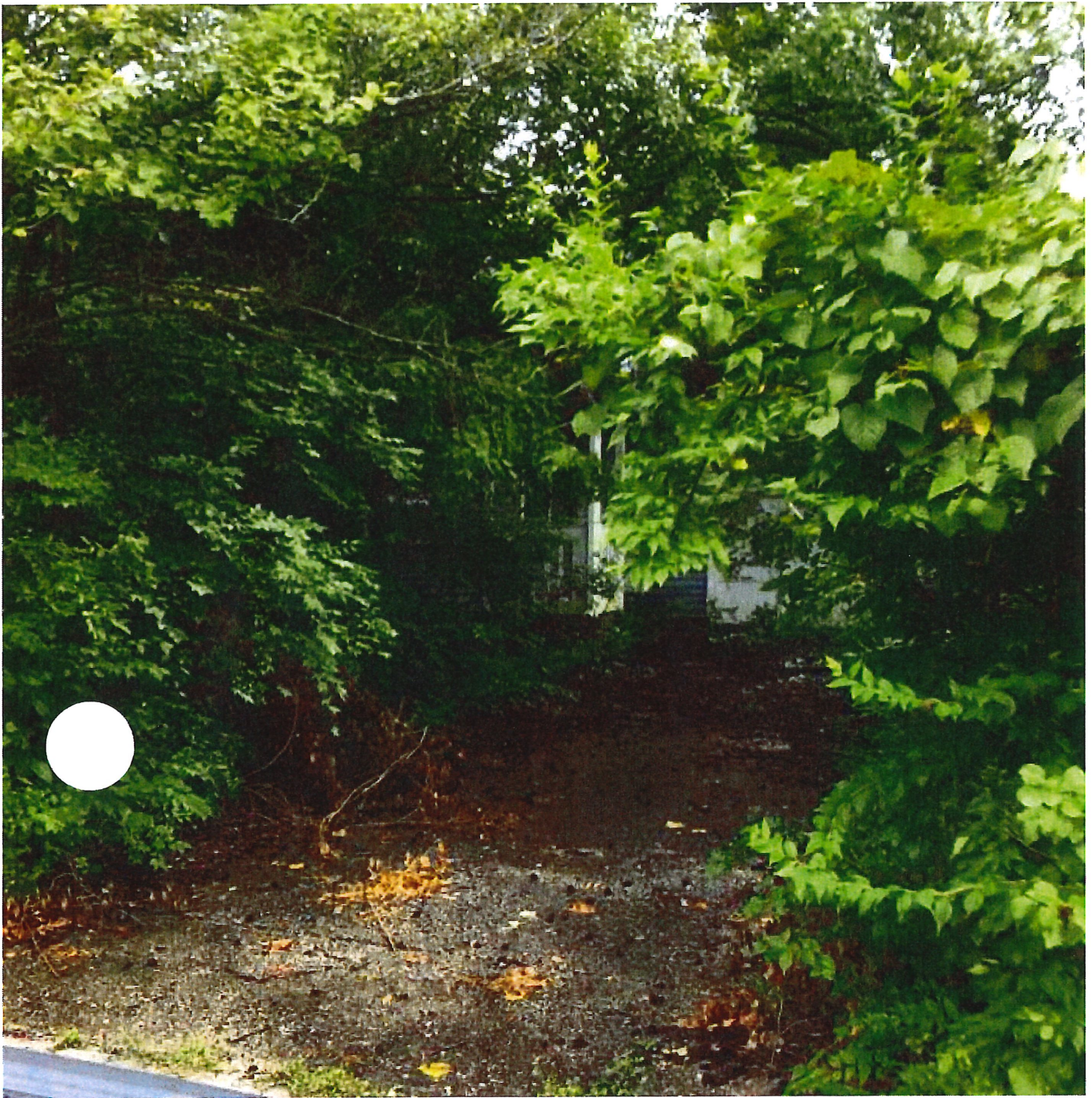
Zip Code

BPW: _____

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



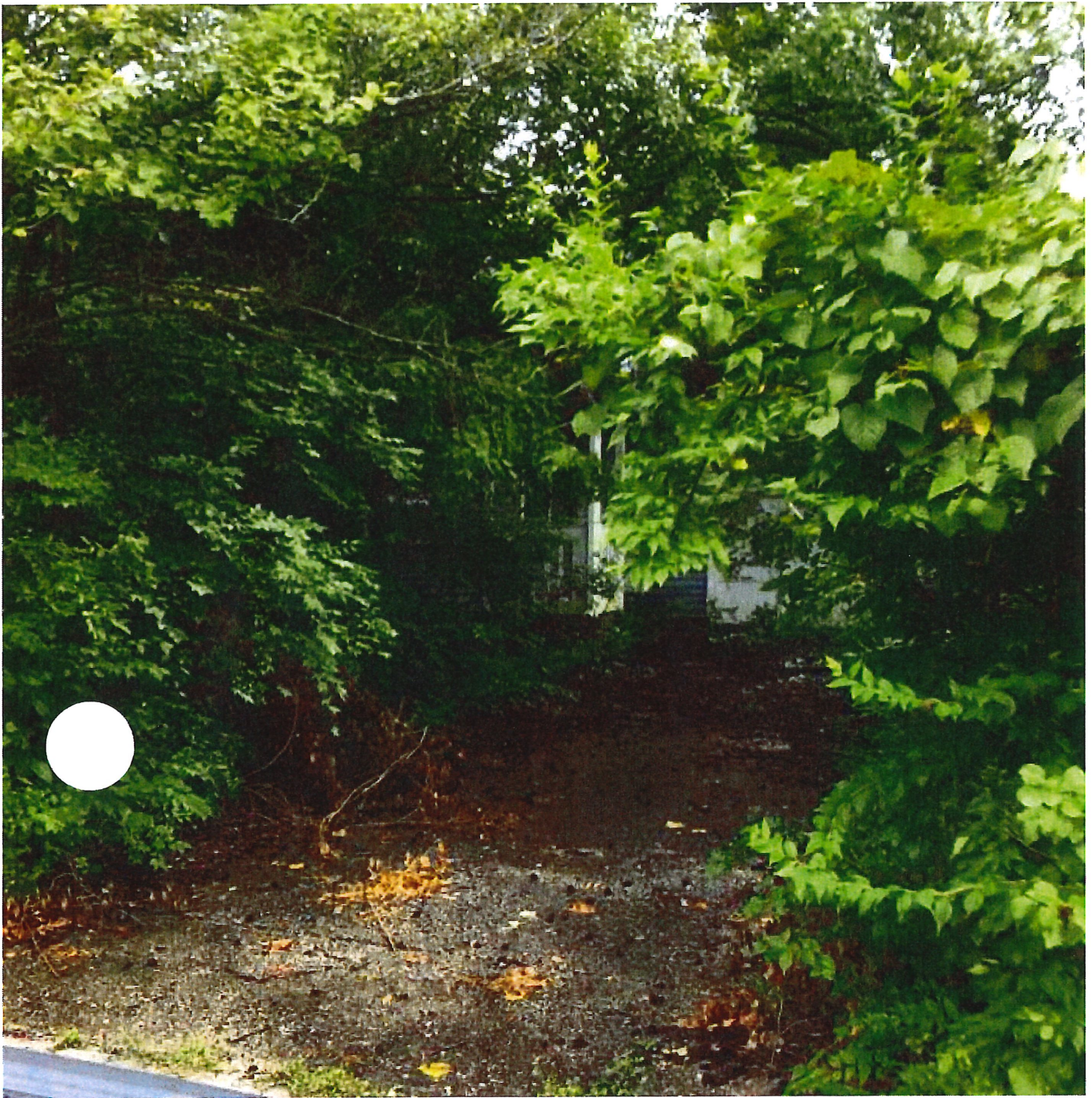










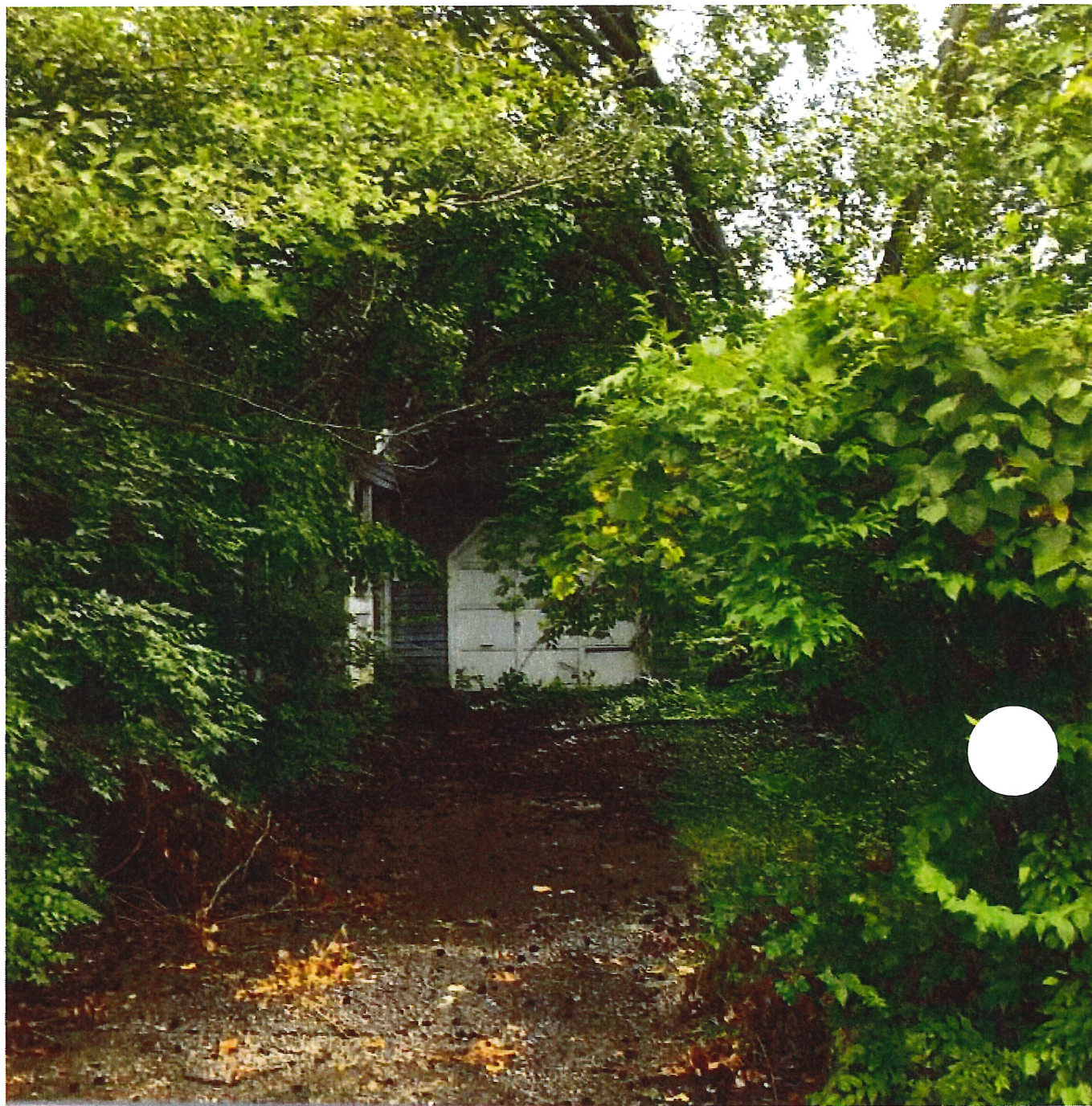












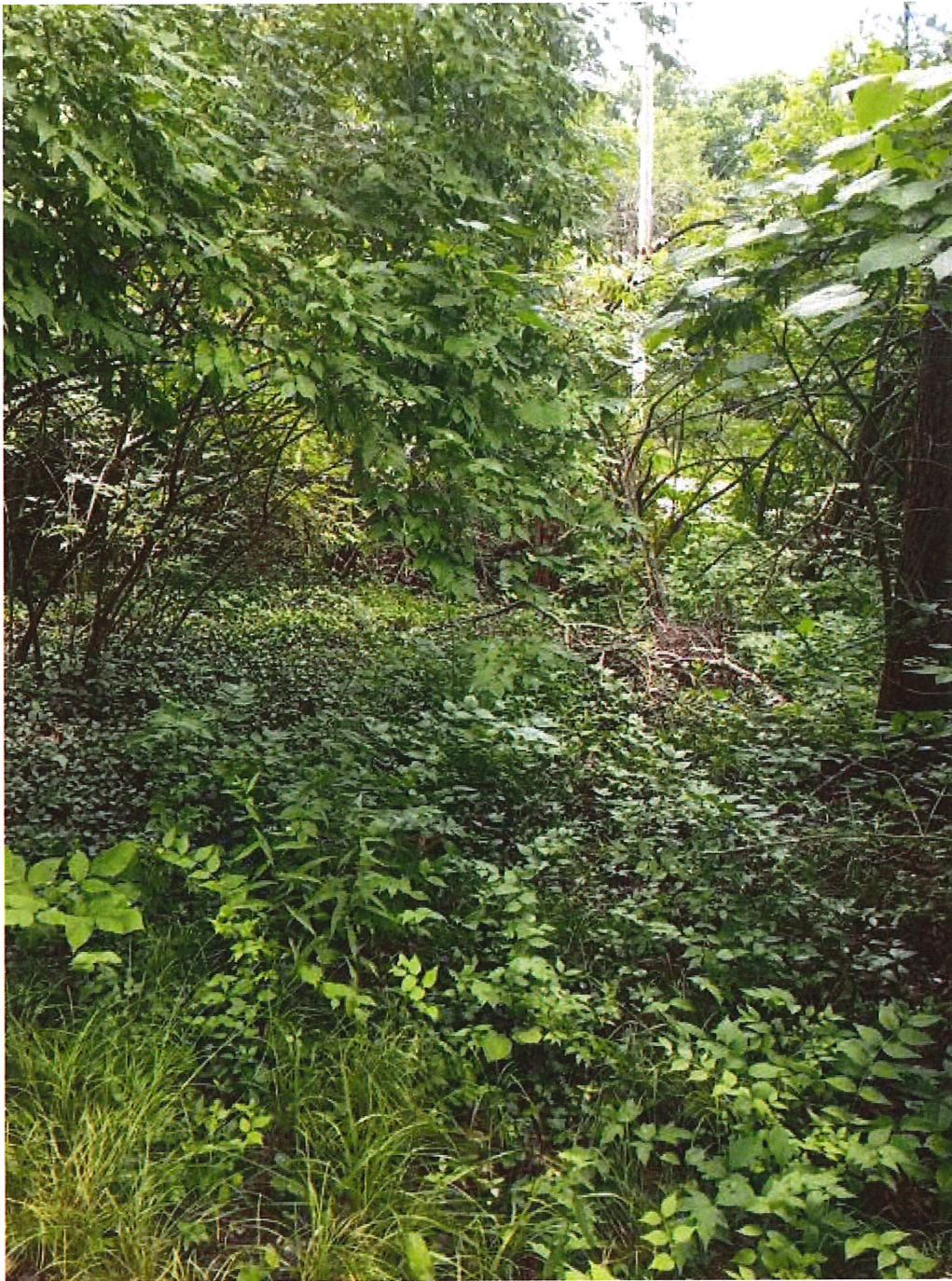


















Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	19-ACC-credit return fire extinguisher brackets-8/16/18		09/07/2018	(37.15)
	Account 52310 - Building Materials and Supplies Totals	11		\$131.36
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-HTW treatments-8/9/18		09/07/2018	103.84
6529 - BloomingPaws, LLC	01-x-rays, exam-8/7/18		09/07/2018	145.19
6529 - BloomingPaws, LLC	01-heartworm treatment-7/16/18		09/07/2018	59.61
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/1-8/16/18		09/07/2018	4,530.00
	Account 53130 - Medical Totals	4		\$4,838.64
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	238.50
	Account 53210 - Telephone Totals	1		\$238.50
Account 53220 - Postage				
205 - City Of Bloomington	01-PC reimb-Cleark Creek Post Office-certified mail-		09/07/2018	6.70
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-8/13/18		09/07/2018	21.40
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-8/20/18		09/07/2018	19.54
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-8/21/18		09/07/2018	17.24
4487 - PMB East, INC (PakMail)	01-BOH Shipping charges-8/14/18		09/07/2018	21.40
	Account 53220 - Postage Totals	5		\$86.28
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-Unclogged trench drain at Animal Shelter		09/07/2018	311.00
321 - Harrell Fish, INC	19-ACC-Quarterly PM Contract- Summer 2018 check		09/07/2018	826.00
	Account 53610 - Building Repairs Totals	2		\$1,137.00
	Program 010000 - Main Totals	45		\$14,058.32
	Department 01 - Animal Shelter Totals	45		\$14,058.32
Department 03 - City Clerk				
Program 030000 - Main				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	03-Computer Upgrade		09/07/2018	569.99
4983 - Varidesk, LLC	03-standing desk		09/07/2018	395.00
	Account 52420 - Other Supplies Totals	2		\$964.99
	Program 030000 - Main Totals	2		\$964.99
	Department 03 - City Clerk Totals	2		\$964.99
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
4983 - Varidesk, LLC	04 - Standing Desk for Autumn		09/07/2018	355.50
	Account 52420 - Other Supplies Totals	1		\$355.50



Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Account 53960 - Grants	04 - 2019 BAC Art Grant - Creation in Industrial Arts		09/07/2018	600.00
6590 - Artisan Alley, LTD	04 - 2018 BAC Art Grant		09/07/2018	1,350.00
6633 - Midway Music Speaks	Account 53960 - Grants Totals 2			<u>\$1,950.00</u>
Account 53990 - Other Services and Charges	04 - SAP public comment platform		09/07/2018	240.00
6626 - Urban Interactive Studio, LLC	Account 53990 - Other Services and Charges Totals 1			<u>\$240.00</u>
	Program 040000 - Main Totals 4			<u>\$2,545.50</u>
	Department 04 - Economic & Sustainable Dev Totals 4			<u>\$2,545.50</u>
Department 05 - Common Council	05-refill pack, 25 person		09/07/2018	26.99
Program 050000 - Main	Account 52110 - Office Supplies Totals 1			<u>\$26.99</u>
Account 52110 - Office Supplies	05-Standing Desk Accessory for M. O'Neill		09/07/2018	355.50
6530 - Office Depot, INC	Account 52420 - Other Supplies Totals 1			<u>\$355.50</u>
Account 52420 - Other Supplies	05-2 day Opioid Summit-5 council members-9/18-		09/07/2018	375.00
4983 - Varidesk, LLC	Account 53160 - Instruction Totals 1			<u>\$375.00</u>
Account 53160 - Instruction	10-West Information Charges-7/1-7/31/18		09/07/2018	314.01
199 - Monroe County Government	Account 53910 - Dues and Subscriptions Totals 1			<u>\$314.01</u>
Account 53910 - Dues and Subscriptions	Program 050000 - Main Totals 4			<u>\$1,071.50</u>
3956 - West Publishing Corporation (Thomson Reuters)	Department 05 - Common Council Totals 4			<u>\$1,071.50</u>
Department 06 - Controller's Office	06- Stapler, rubber bands, markers		09/07/2018	18.92
Program 060000 - Main	06-Office Supplies Budget Binders & Tabs		09/07/2018	107.35
Account 52110 - Office Supplies	Account 52110 - Office Supplies Totals 2			<u>\$126.27</u>
6530 - Office Depot, INC	06- Long Term Financial Plan		09/07/2018	6,377.80
6530 - Office Depot, INC	06- Long Term Financial Plan		09/07/2018	270.83
Account 53990 - Other Services and Charges	Account 53990 - Other Services and Charges Totals 2			<u>\$6,648.63</u>
5648 - Reedy Financial Group, PC	Program 060000 - Main Totals 4			<u>\$6,774.90</u>
5648 - Reedy Financial Group, PC				



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	Department 06 - Controller's Office Totals 4			\$6,774.90
Department 09 - CFRD Program 090000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	09-green paper, bowls, labels		09/07/2018	75.44
	Account 52110 - Office Supplies Totals 1			\$75.44
Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I	09 Food/Refreshments for discussion with Mandela		09/07/2018	53.73
	Account 52420 - Other Supplies Totals 1			\$53.73
Account 53960 - Grants 1815 - Michael Shermis 8950 - Southern Indiana Center For Independent Living	09-Hotel room for speaker Daryl Davis (NCEI)		09/07/2018	139.23
	09-CFRD sponsorship of SICIL Fishtival Event		09/07/2018	100.00
	Account 53960 - Grants Totals 2			\$239.23
	Program 090000 - Main Totals 4			\$368.40
	Department 09 - CFRD Totals 4			\$368.40
Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 50587 - Barnes & Thornburg LLP 608 - Krieq Devault, LLP	10-legal services-General Municipal Advice-July 2018		09/07/2018	1,468.00
	10-Governmental affairs-Retainer agreement-July 2018		09/07/2018	2,000.00
	Account 53120 - Special Legal Services Totals 2			\$3,468.00
Account 53910 - Dues and Subscriptions 3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-7/1-7/31/18		09/07/2018	1,256.05
	Account 53910 - Dues and Subscriptions Totals 1			\$1,256.05
	Program 100000 - Main Totals 3			\$4,724.05
	Department 10 - Legal Totals 3			\$4,724.05
Department 11 - Mayor's Office Program 110000 - Main Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	11-cell phone charges 7/12-8/11/18		09/03/2018	61.40
	Account 53210 - Telephone Totals 1			\$61.40
Account 53990 - Other Services and Charges 6247 - Transmap Corporation	20-Pavement Management System-4/30/18	BC 2017-89	09/07/2018	6,924.18
	Account 53990 - Other Services and Charges Totals 1			\$6,924.18
	Program 110000 - Main Totals 2			\$6,985.58
	Department 11 - Mayor's Office Totals 2			\$6,985.58



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Department 12 - Human Resources Program 120000 - Main Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	12-cell phone charges 7/12-8/11/18		09/03/2018	23.03
	Account 53210 - Telephone Totals 1			\$23.03
Account 53230 - Travel 6163 - Mark A Uebel	12 Reimbursement for Parking SHRM state conference		09/07/2018	36.00
	Account 53230 - Travel Totals 1			\$36.00
Account 53990 - Other Services and Charges 4744 - Edenred Commuter Benefit Solutions, LLC 6542 - The Novak Consulting Group, INC	12-Bike Commuter Checks		09/07/2018	1,266.00
	12 Inv 1694 Professional Services		09/07/2018	21,066.00
	Account 53990 - Other Services and Charges Totals 2			\$22,332.00
	Program 120000 - Main Totals 4			\$22,391.03
	Department 12 - Human Resources Totals 4			\$22,391.03
Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC 6530 - Office Depot, INC	13- Labels, Pens, Folders		09/07/2018	143.52
	13-Self Adhesive Fastener		09/07/2018	28.78
	Account 52110 - Office Supplies Totals 2			\$172.30
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 13969 - AT&T Mobility II, LLC	13-cell phone charges 6/12-7/11/18		09/03/2018	324.39
	13-cell phone charges 7/12-8/11/18		09/03/2018	324.39
	Account 53210 - Telephone Totals 2			\$648.78
Account 53230 - Travel 6218 - Theresa M Porter 4949 - Linda Thompson	13-Per diem reimb-ARC GIS Training-Indy-8/2-8/3/18		09/07/2018	30.00
	13-Per diem reimb-ARC GIS Training-Indy-8/2-8/3/18		09/07/2018	30.00
	Account 53230 - Travel Totals 2			\$60.00
Account 53990 - Other Services and Charges 199 - Monroe County Government 3444 - Rundell Ernstberger Associates, INC 3444 - Rundell Ernstberger Associates, INC	13-July 2018 copies-8		09/07/2018	8.00
	13-Bloomington Trades District-Inv. date 8/16/18		09/07/2018	10,380.00
	13-Switchyard Park Area Study-Inv. date 8/16/18		09/07/2018	9,580.00
	Account 53990 - Other Services and Charges Totals 3			\$19,968.00
Account 54310 - Improvements Other Than Building 5806 - Michael Baker International, INC	13-3rd & Woodcrest-Inspection-1/1-1/15/18	BC 2016-62	09/07/2018	495.00
	Account 54310 - Improvements Other Than Building Totals 1			\$495.00
	Program 130000 - Main Totals 10			\$21,344.08



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
	Department 13 - Planning Totals	10		\$21,344.08
Department 19 - Facilities Maintenance Program 190000 - Main Account 52210 - Institutional Supplies 2966 - Barrett Supplies & Equipment, INC	19-CH-toilet tissue, roll paper towel		09/07/2018	368.01
	Account 52210 - Institutional Supplies Totals	1		\$368.01
Account 52420 - Other Supplies 6222 - Apple, INC	19-Ipad for Facility Division		09/07/2018	610.00
	Account 52420 - Other Supplies Totals	1		\$610.00
Account 52430 - Uniforms and Tools 394 - Kleindorfer Hardware & Variety 394 - Kleindorfer Hardware & Variety 798 - Winters Associates Promotional Products, INC	19-CH tools-spade, 25' tape, teflon tape		09/07/2018	13.27
	19-sand paper, bit kit, wood glue, mouse traps		09/07/2018	85.79
	19-Safety orange T-shirts for employees		09/07/2018	118.89
	Account 52430 - Uniforms and Tools Totals	3		\$217.95
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	177.10
	Account 53210 - Telephone Totals	1		\$177.10
Account 53610 - Building Repairs 4485 - Cosmo Tech, INC (Bloomington Professional Carpet) 651 - Engraving & Stamp Center, INC	19-Clean carpet in Planning; fixed seam in hall,		09/07/2018	125.00
	19-Room signs for City Hall		09/07/2018	52.08
	Account 53610 - Building Repairs Totals	2		\$177.08
Account 53650 - Other Repairs 321 - Harrell Fish, INC	19-repair water leaks in fountain outside		09/07/2018	2,044.99
	Account 53650 - Other Repairs Totals	1		\$2,044.99
	Program 190000 - Main Totals	9		\$3,595.13
	Department 19 - Facilities Maintenance Totals	9		\$3,595.13
Department 28 - ITS Program 280000 - Main Account 53170 - Mgt. Fee, Consultants, and Workshops 5437 - Columbia Telecommunications Corporation 5444 - Tyler Technologies, INC 5444 - Tyler Technologies, INC	28-Addendum to Agreement with CTC-Dir. of Bus.		09/07/2018	255.00
	28-Tyler New World Services: Upgrade Assistance		09/07/2018	1,200.00
	28-Bloomington, IN-Citizen Transparency Portal		09/07/2018	3,500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	3		\$4,955.00
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	28-cell phone charges 7/12-8/11/18		09/03/2018	721.28
	Account 53210 - Telephone Totals	1		\$721.28
Account 53640 - Hardware and Software Maintenance				



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
6544 - Gregory Fritz Grabner (Frontier Geospatial, LLC)	28-Migrating CAD projects into a GIS Geodatabase.		09/07/2018	3,175.25
6556 - KnowBe4, INC	28-KnowBe4 Security Awareness Training Subscription		09/07/2018	7,297.45
3989 - Ricoh USA, INC	28-CH/Off Site Fac-Copier Maintenance-7/17-8/16/18		09/07/2018	2,062.86
	Account 53640 - Hardware and Software Maintenance Totals 3			\$12,535.56
	Program 280000 - Main Totals 7			\$18,211.84
	Department 28 - ITS Totals 7			\$18,211.84
	Fund 101 - General Fund (S0101) Totals 98			\$103,035.32
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400101 - Animal Medical Services				
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, bloodwork-8/15-8/16/18		09/07/2018	102.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-8/21/18		09/07/2018	403.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-8/14/18		09/07/2018	731.37
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-blood work, thyroid tests-8/8-8/9/18		09/07/2018	150.50
	Account 53130 - Medical Totals 4			\$1,387.87
	Program 400101 - Animal Medical Services Totals 4			\$1,387.87
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	01-grooming loop restraints, nylon leash w/sponge		09/07/2018	59.84
5819 - Synchrony Bank	01-6 pack Forge TSA locks		09/07/2018	74.85
5819 - Synchrony Bank	01-air horns		09/07/2018	41.76
4549 - Kroger Limited Partnership I	01-rabbit food		09/07/2018	8.26
4549 - Kroger Limited Partnership I	01-rabbit food		09/07/2018	9.52
4549 - Kroger Limited Partnership I	01-rabbit food		09/07/2018	10.79
4549 - Kroger Limited Partnership I	01- rabbit food		09/07/2018	10.80
	Account 52210 - Institutional Supplies Totals 7			\$215.82
	Program 400102 - Animal Supplies Totals 7			\$215.82
Program 401402 - Explorer Teen Programs				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	14-bananas for Teen Academy		09/07/2018	9.58
4549 - Kroger Limited Partnership I	14-bananas for Teen Academy		09/07/2018	15.10
	Account 52420 - Other Supplies Totals 2			\$24.68
	Program 401402 - Explorer Teen Programs Totals 2			\$24.68
	Department 06 - Controller's Office Totals 13			\$1,628.37
	Fund 103 - Restricted Donations Totals 13			\$1,628.37

Fund 270 - CC Jack Hopkins NR17-42 (S9508)



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Department 05 - Common Council Program 050000 - Main Account 53960 - Grants 242 - Amethyst House, INC 1102 - Mother Hubbard's Cupboard 12443 - Volunteers In Medicine Clinic Of Monroe County,INC 12443 - Volunteers In Medicine Clinic Of Monroe County,INC	15-JH18-5 guest chairs for office 15-JH18-refrigerator, freezer, swivel casters, deli 15-JH18-SIRA Imaging bill-8/13/18 15-JH18-Bioreference lab bill for July 2018-8/20/18 Account 53960 - Grants Totals 4 Program 050000 - Main Totals 4 Department 05 - Common Council Totals 4 Fund 270 - CC Jack Hopkins NR17-42 (\$9508) Totals 4		09/07/2018 09/07/2018 09/07/2018 09/07/2018	1,561.50 6,697.01 2,696.27 3,251.73 <hr/> \$14,206.51 <hr/> \$14,206.51 <hr/> \$14,206.51 <hr/> \$14,206.51
Fund 312 - Community Services Department 09 - CFRD Program 090003 - Com Serv - Status of Women Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I	09-snacks/refreshements for BCSW planning meeting Account 52420 - Other Supplies Totals 1 Program 090003 - Com Serv - Status of Women Totals 1		09/07/2018	50.69 <hr/> \$50.69 <hr/> \$50.69
Program 090004 - Com Serv- Accessibility Account 53990 - Other Services and Charges 4549 - Kroger Limited Partnership I 4549 - Kroger Limited Partnership I	09-CCA-snacks for 28th Anniversary of ADA Celebration 09-CCA-snacks for 28th Anniversary of ADA Celebration Account 53990 - Other Services and Charges Totals 2 Program 090004 - Com Serv- Accessibility Totals 2		09/07/2018 09/07/2018	31.09 <hr/> 17.99 <hr/> \$49.08 <hr/> \$49.08
Program G18006 - 2018 BTCC Bicent Arts Account 53960 - Grants 6627 - Yi Liu	09-First place award winner-Bicentennial Arts Contest Account 53960 - Grants Totals 1 Program G18006 - 2018 BTCC Bicent Arts Totals 1 Department 09 - CFRD Totals 4 Fund 312 - Community Services Totals 4		09/07/2018	75.00 <hr/> \$75.00 <hr/> \$75.00 <hr/> \$174.77 <hr/> \$174.77
Fund 401 - Non-Reverting Telecom (\$1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 54420 - Purchase of Equipment 5534 - Presidio Holdings, INC	28-Network Hardware-GlobalProtect, WildFire Account 54420 - Purchase of Equipment Totals 1		09/07/2018	26,027.36 <hr/> \$26,027.36



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Capital Replacement Monitor		09/07/2018	149.99
53442 - Paragon Micro, INC	28-Capital Replacement Cables for New Workstations		09/07/2018	29.98
53442 - Paragon Micro, INC	28-Capital Replacement Computer Cables		09/07/2018	399.50
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	3,139.98
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	1,089.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	1,649.97
53442 - Paragon Micro, INC	28-Capital Replacement Monitor		09/07/2018	299.98
53442 - Paragon Micro, INC	28-Capital Replacement Computer Cables		09/07/2018	15.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	954.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	2,159.98
53442 - Paragon Micro, INC	28-Capital Replacement Computers		09/07/2018	8,594.91
53442 - Paragon Micro, INC	28-Capital Replacement Computers		09/07/2018	7,019.88
53442 - Paragon Micro, INC	28-Capital Replacement Computer		09/07/2018	3,349.94
53442 - Paragon Micro, INC	28-Capital Replacement UPS's		09/07/2018	914.85
53442 - Paragon Micro, INC	28-Capital Replacement Computer-ITS portion		09/07/2018	954.99
	Account 54450 - Equipment Totals 15			<u>\$30,724.92</u>
	Program 254000 - Infrastructure Totals 16			<u>\$56,752.28</u>
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business internet 8/16-9/15/18		09/03/2018	114.35
4170 - Comcast Cable Communications, INC	28-401 N Morton-business internet 9/1-9/30/18		09/03/2018	235.70
203 - Indiana University	28-FS#3-special circuits-July 2018		09/07/2018	<u>65.00</u>
	Account 53150 - Communications Contract Totals 3			<u>\$415.05</u>
Account 53640 - Hardware and Software Maintenance				
5534 - Presidio Holdings, INC	28-Lenel Software Maintenance (Card Access)		09/07/2018	<u>4,387.50</u>
	Account 53640 - Hardware and Software Maintenance Totals 1			<u>\$4,387.50</u>
	Program 256000 - Services Totals 4			<u>\$4,802.55</u>
	Department 25 - Telecommunications Totals 20			<u>\$61,554.83</u>
	Fund 401 - Non-Reverting Telecom (\$1146) Totals 20			<u>\$61,554.83</u>
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Kenwood&Madison-Class A Stone Ash-4 cy-8/2/18		09/07/2018	406.00
334 - Irving Materials, INC	20-1218 N Madison-Class A Stone Ash-4.5 cy-8/6/18		09/07/2018	456.75
334 - Irving Materials, INC	20-16th & Madison-Class A Stone Ash-4 cy-8/1/18		09/07/2018	<u>406.00</u>
	Account 52330 - Street , Alley, and Sewer Material Totals 3			<u>\$1,268.75</u>



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Account 52340 - Other Repairs and Maintenance				
294 - All-Phase Electric Supply, INC	20-street lights at Hawthorne St.		09/07/2018	43.02
346 - Nugent, INC (Utility Supply Company)	20-line locator for sign crew		09/07/2018	4,198.00
	Account 52340 - Other Repairs and Maintenance Totals 2			\$4,241.02
Account 52420 - Other Supplies				
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	38.49
409 - Black Lumber Co. INC	20-1/2 elbow, SDR 35 pipe 4" sewer & drain		09/07/2018	25.46
409 - Black Lumber Co. INC	20-masonry nails, coupling, SDR 35 pipe 4" sewer &		09/07/2018	52.44
11243 - Core & Main, LP	20-Detectable Plates, Nail Stakes & Caps for SW & ADA		09/07/2018	4,950.57
313 - Fastenal Company	20-First Aid Kit supplies-ointment, medi-wash,		09/07/2018	17.74
313 - Fastenal Company	20-earplugs, gloves, tape measure, safety towels		09/07/2018	80.07
336 - Southside Rental Center, INC	20-Wagon #452-propane		09/07/2018	35.70
	Account 52420 - Other Supplies Totals 7			\$5,200.47
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-L. Rains-Drug screen DOT 5 Panel E Screen-8/7/18		09/07/2018	45.00
231 - Indiana University Health Bloomington, INC	20-T. Crowe-Drug Screen breath alcohol test-DOT-		09/07/2018	40.00
231 - Indiana University Health Bloomington, INC	20-E. Albright-Drug screen DOT 5 Panel E Screen-		09/07/2018	45.00
	Account 53130 - Medical Totals 3			\$130.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	173.49
	Account 53210 - Telephone Totals 1			\$173.49
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/15/18		09/07/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/15/18		09/07/2018	21.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/8/18		09/07/2018	98.65
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/22/18		09/07/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/22/18		09/07/2018	21.94
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-8/8/18		09/07/2018	26.39
	Account 53920 - Laundry and Other Sanitation Services Totals 6			\$221.19
Account 53990 - Other Services and Charges				
467 - Groomer Construction, INC	20-SW work-Tamarron, Callery Dr., Callery Ct-8/20/18		09/07/2018	34,519.65
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-8/14/18		09/07/2018	150.00
	Account 53990 - Other Services and Charges Totals 2			\$34,669.65
	Program 200000 - Main Totals 24			\$45,904.57
	Department 20 - Street Totals 24			\$45,904.57
	Fund 451 - Motor Vehicle Highway(S0708) Totals 24			\$45,904.57
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Program 260000 - Main Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 7/12-8/11/18		09/03/2018	103.79
	Account 53210 - Telephone Totals 1			\$103.79
	Program 260000 - Main Totals 1			\$103.79
	Department 26 - Parking Totals 1			\$103.79
	Fund 452 - Parking Facilities(S9502) Totals 1			\$103.79
Fund 454 - Alternative Transport(S6301) Department 02 - Public Works Program 020000 - Main Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Rigel Jaquish	14-refund visitor hang tag-ZV18656-one already issued		09/07/2018	25.00
	Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals 1			\$25.00
Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit Lindsey Rector	14-refund Zone 9 Permit-Z93613-address doesn't		09/07/2018	25.00
	Account 43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit Totals 1			\$25.00
Account 53310 - Printing 501 - Karl Clark (KC Designs)	26-residential parking applications, stuffer envelopes		09/07/2018	605.00
	Account 53310 - Printing Totals 1			\$605.00
	Program 020000 - Main Totals 3			\$655.00
	Department 02 - Public Works Totals 3			\$655.00
	Fund 454 - Alternative Transport(S6301) Totals 3			\$655.00
Fund 601 - Cum Cap Development(S2391) Department 02 - Public Works Program 020000 - Main Account 52330 - Street , Alley, and Sewer Material 19278 - Milestone Contractors, LP	20-Old SR 37N-surface-402.33 tons-5/1-5/3/18	BC 2018-34A	09/07/2018	17,239.85
	Account 52330 - Street , Alley, and Sewer Material Totals 1			\$17,239.85
Account 53110 - Engineering and Architectural 5641 - AZTEC Engineering Group, INC 1380 - DLZ Indiana, LLC	13-B-Line/Multi-use Path-services 6/1-6/30/18	BC 2017-92	09/07/2018	4,525.00
	13-Tapp & Rockport Design-services thru 7/13/18	BC 2016-31	09/07/2018	3,697.20
	Account 53110 - Engineering and Architectural Totals 2			\$8,222.20
Account 53990 - Other Services and Charges 6247 - Transmap Corporation 6247 - Transmap Corporation 6247 - Transmap Corporation	20-Pavement Management System-4/30/18	BC 2017-89	09/07/2018	4,650.03
	20-Pavement Management System-5/31/18	BC 2017-89	09/07/2018	12,698.50
	20-Pavement Management System-7/31/18	BC 2017-89	09/07/2018	4,151.85
	Account 53990 - Other Services and Charges Totals 3			\$21,500.38



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Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Account 54110 - Land Purchase				
Leonard D Smith	13-ROW 17 Street Reconstruction Parcel 14		09/07/2018	6,400.00
David L Szatkowski, Trustee	13-ROW W 17th Street Reconstruction Parcel 16		09/07/2018	6,810.00
Kevin J Treacy	13-ROW 17 Street Reconstruction Parcel 6		09/07/2018	30,420.00
Marion R Winkel	13-ROW West 17th Street Reconstruction Parcel 5		09/07/2018	2,325.00
	Account 54110 - Land Purchase Totals 4			\$45,955.00
	Program 020000 - Main Totals 10			\$92,917.43
	Department 02 - Public Works Totals 10			\$92,917.43
	Fund 601 - Cum Cap Development(\$2391) Totals 10			\$92,917.43
Fund 610 - Vehicle Replacement Fund(\$0104)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 54440 - Motor Equipment				
19681 - Southeastern Equipment Co, INC	20-2014 BOMAG BM 1200/30 Milling Machine		09/07/2018	174,669.91
	Account 54440 - Motor Equipment Totals 1			\$174,669.91
	Program 060000 - Main Totals 1			\$174,669.91
	Department 06 - Controller's Office Totals 1			\$174,669.91
	Fund 610 - Vehicle Replacement Fund(\$0104) Totals 1			\$174,669.91
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
313 - Fastenal Company	16-hard hats for trucks		09/07/2018	36.29
313 - Fastenal Company	16-hard hats for trucks-8/16/18		09/07/2018	48.38
53005 - Menards, INC	16-6' bicycle hook, wood pole handle, thread wood		09/07/2018	55.70
	Account 52420 - Other Supplies Totals 3			\$140.37
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	274.88
	Account 53210 - Telephone Totals 1			\$274.88
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/15/18		09/07/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/15/18		09/07/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/22/18		09/07/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/22/18		09/07/2018	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals 4			\$78.72
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-7/16-7/31/18		09/07/2018	14,359.20



Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203) Department 10 - Legal Program 100000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	Account 53950 - Landfill Totals 1			\$14,359.20
	Program 160000 - Main Totals 9			\$14,853.17
	Department 16 - Sanitation Totals 9			\$14,853.17
	Fund 730 - Solid Waste (S6401) Totals 9			\$14,853.17
Account 52430 - Uniforms and Tools 327 - Hoosier Workwear Outlet, INC 327 - Hoosier Workwear Outlet, INC	10-batteries-AAA & AA		09/07/2018	8.40
	Account 52110 - Office Supplies Totals 1			\$8.40
	10-B. Douglass-safety shoes		09/07/2018	100.00
	10-A. Boden-safety shoes-2018		09/07/2018	100.00
	Account 52430 - Uniforms and Tools Totals 2			\$200.00
	Program 100000 - Main Totals 3			\$208.40
	Department 10 - Legal Totals 3			\$208.40
	Fund 800 - Risk Management(S0203) Totals 3			\$208.40
Fund 801 - Health Insurance Trust Department 12 - Human Resources Program 120000 - Main Account 53990 - Other Services and Charges 17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2018		09/07/2018	1,056.54
	Account 53990 - Other Services and Charges Totals 1			\$1,056.54
	Program 120000 - Main Totals 1			\$1,056.54
	Department 12 - Human Resources Totals 1			\$1,056.54
	Fund 801 - Health Insurance Trust Totals 1			\$1,056.54
Fund 802 - Fleet Maintenance(S9500) Department 17 - Fleet Maintenance Program 170000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	17 - Clock		09/07/2018	8.50
	Account 52110 - Office Supplies Totals 1			\$8.50
	17-tires		09/07/2018	368.30
	17-tires		09/07/2018	1,507.74
	17-tires		09/07/2018	723.85



Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
4693 - Monroe County Tire & Supply, INC	17-tires		09/07/2018	901.00
4693 - Monroe County Tire & Supply, INC	17-tires		09/07/2018	356.56
	Account 52230 - Garage and Motor Supplies Totals 5			\$3,857.45
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		09/07/2018	19,949.40
	Account 52240 - Fuel and Oil Totals 1			\$19,949.40
Account 52320 - Motor Vehicle Repair				
4150 - Alexander's LLC	17-#4811 shackle, springs		09/07/2018	23.65
409 - Black Lumber Co. INC	17-alignment service		09/07/2018	27.96
244 - Bloomington Ford, INC	17-misc parts		09/07/2018	42.53
244 - Bloomington Ford, INC	17-misc parts		09/07/2018	88.82
244 - Bloomington Ford, INC	17-#495 diagnostics, def labor & def parts		09/07/2018	31.60
4335 - Circle Distributing, INC	17-misc parts		09/07/2018	621.14
4335 - Circle Distributing, INC	17-misc parts		09/07/2018	289.74
4335 - Circle Distributing, INC	17-misc parts		09/07/2018	444.98
796 - Interstate Battery System of Bloomington, INC	17-batteries		09/07/2018	347.95
796 - Interstate Battery System of Bloomington, INC	17-batteries		09/07/2018	73.87
4439 - JX Enterprises, INC	17-#951 ac compressor		09/07/2018	394.99
786 - Richard's Small Engine, INC	17-#660 overflow pipe		09/07/2018	43.97
786 - Richard's Small Engine, INC	17-#609 deck belt		09/07/2018	76.13
786 - Richard's Small Engine, INC	17 - #739 mower blades		09/07/2018	61.29
786 - Richard's Small Engine, INC	17-#60 head gasket		09/07/2018	112.88
786 - Richard's Small Engine, INC	17-#660 wheel assy, bearings, seals		09/07/2018	372.77
54351 - Sternberg, INC	17 - #429 fuel tank, straps and liner		09/07/2018	1,682.71
54351 - Sternberg, INC	17-misc parts		09/07/2018	27.07
54351 - Sternberg, INC	17-misc parts		09/07/2018	285.05
54351 - Sternberg, INC	17-misc parts		09/07/2018	90.39
582 - Town & Country Chrysler Dodge Jeep, INC	17-#418 coil plug, ignition cable, plug		09/07/2018	645.60
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts return credit		09/07/2018	(60.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#423 shock absorbers, hardware		09/07/2018	288.54
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#423 brake parts		09/07/2018	1,008.20
4606 - Truck Service, INC	17-#435 ubolt assy		09/07/2018	958.72
4398 - TruckPro Holding Corporation	17-#391 torque rod		09/07/2018	923.00
4398 - TruckPro Holding Corporation	17-parts return		09/07/2018	(435.75)
4398 - TruckPro Holding Corporation	17-#423 slack adjusters		09/07/2018	221.52
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#3000 siren		09/07/2018	356.95
2096 - West Side Tractor Sales Co.	17-#4881 drain valve		09/07/2018	64.57
2096 - West Side Tractor Sales Co.	17-#4811 drain valve		09/07/2018	64.57
	Account 52320 - Motor Vehicle Repair Totals 31			\$9,175.41
Account 52420 - Other Supplies				



Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
5896 - Hahn Automotive Warehouse, INC (Speedway AutoParts)	17-shop gloves		09/07/2018	135.96
53385 - O'Reilly Automotive Stores, INC	17 - Shop Equip - retractable lights		09/07/2018	503.92
	Account 52420 - Other Supplies Totals 2			\$639.88
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 7/12-8/11/18		09/03/2018	40.40
	Account 53210 - Telephone Totals 1			\$40.40
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17-#495 diagnostics, def labor & def parts		09/07/2018	242.00
52607 - Jim's Custom Trim Shop	17-#938 seat repair		09/07/2018	195.00
6476 - Samuel D Wray (Wray Automotive)	17-#127, #507 alignment		09/07/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-#127, #507 alignment		09/07/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-alignment service		09/07/2018	50.00
	Account 53620 - Motor Repairs Totals 5			\$587.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/07/2018	69.47
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/07/2018	80.39
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/07/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		09/07/2018	15.89
	Account 53920 - Laundry and Other Sanitation Services Totals 4			\$181.64
	Program 170000 - Main Totals 50			\$34,439.68
	Department 17 - Fleet Maintenance Totals 50			\$34,439.68
	Fund 802 - Fleet Maintenance(\$9500) Totals 50			\$34,439.68
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/27/2018	201.25
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/27/2018	55.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		08/27/2018	976.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/28/2018	108.41
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/29/2018	51.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/30/2018	10.00
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 6			\$1,402.66
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2018		08/28/2018	324.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals 1			\$324.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/27/2018	70.00



Board of Public Works Claim Register

Invoice Date Range 08/27/18 - 09/07/18

Vendor	Invoice Description	BPW Contract #	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/27/2018	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/28/2018	64.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/29/2018	62.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/30/2018	20.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 5				\$297.32
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018		08/30/2018	16,000.21
Account 53990.1283 - Other Services and Charges Health Savings Account Totals 1				\$16,000.21
Program 120000 - Main Totals 13				\$18,024.19
Department 12 - Human Resources Totals 13				\$18,024.19
Fund 804 - Insurance Voluntary Trust Totals 13				\$18,024.19
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 8/10/18		09/07/2018	3,525.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 8/10/18		09/07/2018	5,449.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-Inv. date 8/10/18		09/07/2018	2,313.00
Account 54310 - Improvements Other Than Building Totals 3				\$11,287.75
Program 06016D - 2016 D Multi Use Paths Totals 3				\$11,287.75
Department 06 - Controller's Office Totals 3				\$11,287.75
Fund 978 - City 2016 GO Bond Proceeds Totals 3				\$11,287.75
257				\$574,720.23



Board of Public Works Claim Register

Invoice Date Range 08/22/18 - 08/22/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (\$0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	1,730.71
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,730.71
Program 010000 - Main Totals								Invoice Transactions 1		\$1,730.71
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$1,730.71
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	7,618.53
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$7,618.53
Program 190000 - Main Totals								Invoice Transactions 1		\$7,618.53
Department 19 - Facilities Maintenance Totals								Invoice Transactions 1		\$7,618.53
Fund 101 - General Fund (\$0101) Totals								Invoice Transactions 2		\$9,349.24
Fund 401 - Non-Reverting Telecom (\$1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC										
	3940NKNRSR-80818	28-3940 N Kinser Pike-business cable-8/21-	Paid by Check # 68291		08/22/2018	08/22/2018	08/22/2018		08/22/2018	116.01
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$116.01
Program 256000 - Services Totals								Invoice Transactions 1		\$116.01
Department 25 - Telecommunications Totals								Invoice Transactions 1		\$116.01
Fund 401 - Non-Reverting Telecom (\$1146) Totals								Invoice Transactions 1		\$116.01
Fund 450 - Local Road and Street(\$0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy										
	TRF5IGSUM-8/2018	02-Traffic Signal Summary Electric Bill-	Paid by Check # 68293		08/22/2018	08/22/2018	08/22/2018		08/22/2018	2,856.62
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 1		\$2,856.62
Program 200000 - Main Totals								Invoice Transactions 1		\$2,856.62
Department 20 - Street Totals								Invoice Transactions 1		\$2,856.62
Fund 450 - Local Road and Street(\$0706) Totals								Invoice Transactions 1		\$2,856.62
Fund 451 - Motor Vehicle Highway(\$0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	343.15
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$343.15
Program 200000 - Main Totals								Invoice Transactions 1		\$343.15
Department 20 - Street Totals								Invoice Transactions 1		\$343.15
Fund 451 - Motor Vehicle Highway(\$0708) Totals								Invoice Transactions 1		\$343.15
Fund 452 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	4,610.47
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$4,610.47
Program 260000 - Main Totals								Invoice Transactions 1		\$4,610.47
Department 26 - Parking Totals								Invoice Transactions 1		\$4,610.47
Fund 452 - Parking Facilities(\$9502) Totals								Invoice Transactions 1		\$4,610.47
Fund 730 - Solid Waste (\$6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	158.52
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$158.52
Program 160000 - Main Totals								Invoice Transactions 1		\$158.52
Department 16 - Sanitation Totals								Invoice Transactions 1		\$158.52
Fund 730 - Solid Waste (\$6401) Totals								Invoice Transactions 1		\$158.52
Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	100.65
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$100.65
Program 170000 - Main Totals								Invoice Transactions 1		\$100.65
Department 17 - Fleet Maintenance Totals								Invoice Transactions 1		\$100.65
Fund 802 - Fleet Maintenance(\$9500) Totals								Invoice Transactions 1		\$100.65
Grand Totals								Invoice Transactions 8		\$17,534.66



Board of Public Works Claim Register

Invoice Date Range 08/22/18 - 08/22/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (\$0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	1,730.71
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,730.71
Program 010000 - Main Totals								Invoice Transactions 1		\$1,730.71
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$1,730.71
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	7,618.53
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$7,618.53
Program 190000 - Main Totals								Invoice Transactions 1		\$7,618.53
Department 19 - Facilities Maintenance Totals								Invoice Transactions 1		\$7,618.53
Fund 101 - General Fund (\$0101) Totals								Invoice Transactions 2		\$9,349.24
Fund 401 - Non-Reverting Telecom (\$1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC										
	3940NKNR-80818	28-3940 N Kinser Pike-business cable-8/21-	Paid by Check # 68291		08/22/2018	08/22/2018	08/22/2018		08/22/2018	116.01
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$116.01
Program 256000 - Services Totals								Invoice Transactions 1		\$116.01
Department 25 - Telecommunications Totals								Invoice Transactions 1		\$116.01
Fund 401 - Non-Reverting Telecom (\$1146) Totals								Invoice Transactions 1		\$116.01
Fund 450 - Local Road and Street(\$0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy										
	TRF5IGSUM-8/2018	02-Traffic Signal Summary Electric Bill-	Paid by Check # 68293		08/22/2018	08/22/2018	08/22/2018		08/22/2018	2,856.62
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 1		\$2,856.62
Program 200000 - Main Totals								Invoice Transactions 1		\$2,856.62
Department 20 - Street Totals								Invoice Transactions 1		\$2,856.62
Fund 450 - Local Road and Street(\$0706) Totals								Invoice Transactions 1		\$2,856.62
Fund 451 - Motor Vehicle Highway(\$0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	343.15
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$343.15
Program 200000 - Main Totals								Invoice Transactions 1		\$343.15
Department 20 - Street Totals								Invoice Transactions 1		\$343.15
Fund 451 - Motor Vehicle Highway(\$0708) Totals								Invoice Transactions 1		\$343.15
Fund 452 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	4,610.47
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$4,610.47
Program 260000 - Main Totals								Invoice Transactions 1		\$4,610.47
Department 26 - Parking Totals								Invoice Transactions 1		\$4,610.47
Fund 452 - Parking Facilities(\$9502) Totals								Invoice Transactions 1		\$4,610.47
Fund 730 - Solid Waste (\$6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	158.52
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$158.52
Program 160000 - Main Totals								Invoice Transactions 1		\$158.52
Department 16 - Sanitation Totals								Invoice Transactions 1		\$158.52
Fund 730 - Solid Waste (\$6401) Totals								Invoice Transactions 1		\$158.52
Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy										
	FACSUM-081418	19-CH/Off Site Facilities-summary electric bill-	Paid by Check # 68292		08/22/2018	08/22/2018	08/22/2018		08/22/2018	100.65
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$100.65
Program 170000 - Main Totals								Invoice Transactions 1		\$100.65
Department 17 - Fleet Maintenance Totals								Invoice Transactions 1		\$100.65
Fund 802 - Fleet Maintenance(\$9500) Totals								Invoice Transactions 1		\$100.65
Grand Totals								Invoice Transactions 8		\$17,534.66

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/7/2018	Bank Fees				574,720.23
8/22/2018	Claims				17,534.66
8/31/2018	Sp Utility Cks				907,842.64
	Month Of August HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For August 2018				
					<u><u>1,500,097.53</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,500,097.53

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

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 _____