

Board of Public Works Meeting

November 13, 2018



**AGENDA
BOARD OF PUBLIC WORKS
November 13, 2018**

A Regular Meeting of the Board of Public Work to be held Tuesday, November 13, 2018 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. HEARING ON NOISE APPEAL**
 - 1. Appeal of Noise Citation #37537 at 1116 N. Walnut Street
- IV. HEARING ON SANITATION APPEAL**
 - 1. Appeal of Sanitation Citations #41765 & #41766 at 803 S. Washington Street
- V. OPEN SEALED BIDS & QUOTES**
 - 1. Open Sealed Quotes for the South Walnut Street Sidewalk Project
 - 2. Open Sealed Quotes for the East Moores Pike at South Clarizz Blvd. Crosswalk Project
- VI. CONSENT AGENDA**
 - 1. Approval of Minutes – October 30, 2018
 - 2. Resolution 2018-115: Approve Renewal of Mobile Vendor in Public Right of Way (Juannita's)
 - 3. Resolution 2018-116: Approve Renewal of Mobile Vendor in Public Right of Way (Pili's Party Taco #1)
 - 4. Resolution 2018-117: Approve Use of Public Street for Annual Krampus Parade (Saturday, Dec. 1st)
 - 5. Resolution 2018-118: Approve Use of Public Parking Spaces for Monroe County History Scanning Event (Saturday, Dec. 1st)
 - 6. Approve Addendum #2, Agreement with CE Solutions for Engineering Services for Repair at Walnut and Morton Street Garages
 - 7. Approval of Payroll
- VII. NEW BUSINESS**
 - 1. Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Mitchell Street Sidewalk Project
 - 2. Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the South Walnut Street Sidewalk Project
 - 3. Approve Request for Lane Closure at 1725 E. 3rd St. from Reed & Sons Construction Inc. (Monday Nov. 19th-Friday Nov. 23rd)
 - 4. Approve Grant of Gas Line Easement at 4th and Walnut Streets from Vectren
 - 5. Approve Request for Lane Closure on N. Smith Rd. from Duke Energy (Saturday Dec 1st - Friday Mar 1st)
 - 6. Approve Dedication of Right of Way for Union at Crescent Project
 - 7. Approve Use of the Right of Way MOU between Gilliatte General Contractors and BPW Omega Building at 233 N. Morton St.
- VIII. STAFF REPORTS & OTHER BUSINESS**
- IX. APPROVAL OF CLAIMS**
- X. ADJOURNMENT**

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

STAFF REPORT

Appeal of Noise Ordinance Citation #37537

Appellant Information:

Emily Pomasl
1116 N. Walnut St.
Bloomington, Indiana 47401
Date Appealed: 10/04/2018

Citation Information:

Issued: 9-27-2018
Officer: Officer Jacqueline Dilts
Place: 1116 N. Walnut St.
Bloomington, IN 47401
For: Excessive Loud Noise from Residence

Attachments:

1. Dispatch Records
2. Ms. Emily Pomasl's Appeal w/copy of Citation
3. Subpoena for Officer Jacqueline Dilts, Bloomington Police Department
4. Proposed Order

Officer's Description:

A complaint for noise was received by dispatch at approximately 10:54 p.m. on September 27, 2018. Complainant advised he could hear a party going on at 1116 N. Walnut St. (the "Property") from his own home. Officer Dilts arrived at the Property at approximately 11:11 p.m. From the street Officer Dilts could hear loud music coming from the Property. Officer Dilts is available for questions.

Appellant's Description:

Ms. Pomasl appeals the citation because a warning was not issued and the music wasn't that loud.

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise was unreasonable.
2. That the Appellant caused or made the unreasonable noise or allowed the unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by the appellant

1. The Noise was Unreasonable:

- Under BMC § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
- Officer Dilts states that upon arrival, and while she was still out on the street, she could hear the sound of loud music from the Residence.

2. The Appellant is someone who can be held responsible for the unreasonable noise:

- Under BMC § 14.09.030(b) the following people can be held responsible for violating the noise ordinance:
 - **Any Person who causes or makes any unreasonable noise,**

- **A person who allows any unreasonable noise to be caused or made in or on property controlled or occupied by the person**
- Ms. Sophia Lopossor lives at the Residence.

Analysis:

- The facts establish that noise was audible from off the property between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Ms. Lopossor who lives at the residence and is therefore someone who can be found to have violated this noise.
- Choosing to give or not give a warrant is within an officer's discretion and is not mandatory. The fact that Officer Dilts did not issue a warning is of no consequence.

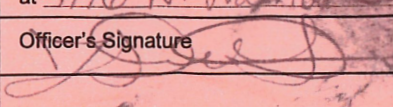
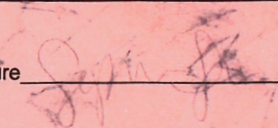
Staff Recommendation:

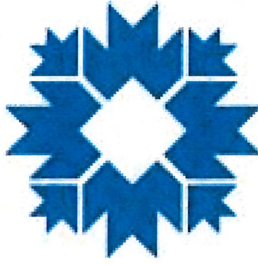
- Deny the appeal and uphold the ticket as issued.
- This is Ms. Lopossor's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 37537

The undersigned having probable cause to believe and
being duly sworn upon his/her oath says that on:

Day of Week THUR	Day 27	Month Sept	Year 2018	Time 11:15pm
Last Name Loposser			First Sophia	ML E
Street Address 1116 N. Walnut St. Unit C				D.O.B.
City Bloomington		State IN	Zip Code 47404	
Sex F	Race W	SSN/OLN 5850-07-4332		
DID COMMIT THE FOLLOWING OFFENSE: Noise Ordinance Violation				
OR				
Excessive Loud Noise <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Vehicle				
Contrary to the BMC § 14.09.030 at 1116 N. Walnut St. Unit C, Bloomington, IN.				
Officer's Signature 			I.D. No. 1583	
City of Bloomington, Indiana				
Date 9/27/18				
Signature 				
Your signature is not an admission of guilt.				
SEE OTHER SIDE FOR ADDITIONAL INFORMATION				



Appeal of Noise Citation to the Board of Public Works

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

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

Name: Emily Romas Phone Number 574-721-8053
Citation Number: 37537 Date on Noise Citation: 9/27/18
(Located in the top right hand corner of the citation)

Local Address:
1116 N. Walnut st.
Bloomington, IN 47403

Permanent Address:
919 Marleton Rd
Logansport, IN 46947

Today's Date: 10/4/18

Reason for Appeal: This was our first time getting a noise complaint. It was my birthday. We didn't get a warning. Our music was just a little bit loud.

(You may continue on another page if necessary)

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

Emily Romas
Signature

10/4/18
Date

For use by Public Works:

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

10/20/2018
21:57

BLOOMINGTON POLICE DEPARTMENT
Master Citation Table:

302
Page: 1

Citation
Citation Num C9525 Type MUN MUNICIPAL VI
State Citation Num B37537 Case Number
Related Incident B18-39786 Submit Status

Defendant
Numbr N85110
Last LOPOSSER Fst SOPHIA Mid ELISA
DOB 03/13/1998 SSN 315-19-0296Adr✓ 116 N WALNUT ST; UNIT C
Race W Sx F Tel () - Cty BLOOMINGTON ST IN ZIP 47404
DLN 3850074332 DLS IN

Details
Violation Date 23:15:00 09/27/2018 Court Date : : / /
When Issued 23:15:00 09/27/2018 Court MUN MUNICIPAL COURT
Issuing Officer DILTS J Bond Type
Agency Code BPD Bond Amount 50.00

Location
Address✓ 116 N WALNUT ST; UNIT C
City BLOOMINGTON State IN ZIP 47404 Area LB102

Vehicle
No Plate ST Type
Speed - Actual 0 Posted 0 Safe 0
Circumstances

Comments
FIRST OFFENSE: \$50.00.

Offenses
Statute Code Disposition
14.09.030 NOISE VIOLATION

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	N85110	10/02/2018	LOPOSSER, SOPHIA ELISA	*Defendant
LW	B18-39786	10/02/2018	NOISE	*Related Incident

City of Bloomington's Board of Public Works

Decision on Appeal of Noise Citation #37537

On September 27, 2018, the City of Bloomington Police Department issued Noise Citation #37537 to Ms. Sophia Lopossor. Ms. Lopossor's roommate, Emily Pomasl timely appealed to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding this Noise Citation on Tuesday, November 13, 2018. The Board of Public Works finds as follows:

1. At approximately 10:54 p.m. dispatch received a noise complaint for 1116 N. Walnut St., Bloomington, IN 47401 (the "Property").
2. At approximately 11:11 p.m. Officer Jacqueline Dilts arrived at the Property.
3. From the street, Officer Dilts was able to hear music coming from the residence of the Property.
4. Ms. Sophia Lopossor resides at the Property.
5. BMC § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
6. BMC § 14.09.030(b) specifies that a person who resides at the property can be found to have violated the noise ordinance.
7. The facts establish that noise was audible by a person of normal hearing from off the premises between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Ms. Sophia Lopossor, a person who, by ordinance, can be found to have violated this noise ordinance in that she resides at the Property.

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

_____ Upholds said Noise Citation.

_____ Voids said Noise Citation.

So ordered this 13th day of November, 2018.

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

STAFF REPORT
Appeal of Trash NOV issued 10/12/2018 and 10/17/2018

Appellant Information:

Phillip Jones
803 S. Washington St.
Bloomington, IN 47401

Date Appealed: October 24, 2018

NOV Information:

Issued: 10/12/2018 and 10/17/2018
By: Dee Wills, Compliance Officer
Place: 803 S. Washington St.
Bloomington, IN 47401
For: Deposit of Garbage (Yard Waste)
Trash Containers at the Curb

Attachments:

1. Notice of Violation issued on 10/12/2018 and 10/17/2018
2. Written appeal by Mr. Jones
3. Proposed Order

Controlling Ordinance: Yard Waste: BMC § 6.06.020; BMC § 6.06.070(a);
BMC § 6.06.070(b)(7)
Trash Containers: BMC § 6.04.100(b)(7)

Ordinance Language:

Yard Waste:

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 later remove, cover, or burn it. (Emphasis added).

6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: **persons with any possessory interest in the property**; property owner(s); and/or any persons who have caused the violation. (Emphasis added).

6.06.070(b)(7) That the NOV may be appealed to the board, **provided the appeal is in writing and filed with the board no later than seven days from the date of the NOV.** (Emphasis added).

Trash Containers:

BMC § 6.04.100(b)(7) That the fine may be contested in the county circuit courts.

Discussion:

1. The Appeal of the NOV dated 10/12/2018 was untimely filed and should therefore be denied. The ticket was issued on 10/12/2018. The appeal deadline was 10/19/2018. The appeal was not filed until 10/24/2018.
2. The NOV dated 10/17/2018 contained two Tickets numbered 41765 and 41766.

- a. Ticket #41765 was for trash containers left at the curb in violation of BMC 6.04.110. Fines assessed under Chapter 6.04 of the BMC may only be contested in the county circuit courts and should be denied.
- b. Ticket #41766 regarding yard waste, which was issued on October 17, 2018, and was timely appealed on October 24, 2018. Dee Wills observed yard waste piled up on the Property. It is a violation of BMC § 6.06.020 to either be the one who places yard waste on your own property or suffers or permits yard waste to be thrown on your property.

Staff Recommendation:

1. Deny the appeal of the NOV dated 10/12/2018.
2. Deny the appeal of NOV dated 10/17/2018 as follows:
 - a. Ticket #41765 regarding trash containers is not being an issue that the Board of Public Works may hear and the appeal should therefore be denied.
 - b. Ticket #41766 regarding yard waste was properly issued and the appeal should therefore be denied.



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 10/12/18 Time 11:09 Address/location 803 S. WASHINGTON ST
Issued by: 227 47401

☒ BMC 6.04.110 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# 41757

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(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# 41758

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 BRUSH PILE AND
CANS 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name GIL & CIRETTA COODY

Address 205 WALSH STREET

City SOUTH BEND **State** IN

Zip Code 46617

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 10/17/18 Time 2:58 Address/location 803 S WASHINGTON ST

Issued by: 227 47401

☒ BMC 6.04.110 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#

41765

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(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#

41766

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 CANS FROM CURB
REMOVE BRUSH PILE FROM CURB

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name GIL & CIRETTA COTY
Address 205 WALSH ST.
City SOUTH BEND State IN
Zip Code 46617

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

BPW: _____

Mail Copies To: Resident: ☒ Owner: ☒ Agent: ☒



Appeal of Sanitation Citation to the Board of Public Works

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

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Sanitation citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Sanitation citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the HAND officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. If you do not attend the Board meeting you will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Please Print
Name: Phillip Jones Phone Number 812-719-4757

Citation Number: 41765 Date on Sanitation Citation: 10/17/18
(Located in the top right hand corner of the citation)

Local Address:

803 South Washington St
Bloomington, IN
47401

Permanent Address:

803 South Washington St.
Bloomington, IN
47401
phijones5@gmail.com

Today's Date: 10-24-18

Reason for Appeal: Attached

(You may continue on another page if necessary)

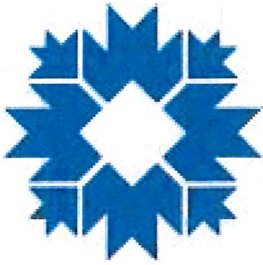
Phillip Jones
Signature

10/24/18
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____



Appeal of Noise Citation to the Board of Public Works

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

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

Name: Phillip Jones Phone Number 812-719-4757

Citation Number: 41758 Date on Noise Citation: 10/12/18

(Located in the top right hand corner of the citation)

Local Address:

803 South Washington St
Bloomington, IN
47401

Permanent Address:

803 South Washington St.
Bloomington, IN
47401

Today's Date: 10-24-18

Reason for Appeal: Violation is for not removing a pile of brush in front of our
house. The pile of brush ~~was~~ located on the opposite side of the
sidewalk, and ~~was~~ not placed there by the current or previous tenants.
No one living in the home ~~knows~~ when ~~the~~ pile was placed there
or by whom. We were away on Fall Break when the first noticed arrived
and were not able to see it. On Wednesday my roommate found a notice in
the mail and was heading to the store to get bags for clean up, but

(You may continue on another page if necessary)

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

Phillip Jones
Signature

10/24/18
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

upon returning home there was already the notice of violation on our door. We do not feel that ~~as~~ it is right that we recieved a violation the same day we recieved our warning in the mail, 10/17/18. The envelope with the warning ~~was~~^{was} dated on 10/15/18, but was not delivered to our house until the 17th. The pile of brush was picked up on the 17th and is no longer in front of the property. We would appreciate any Consideration this appeal. We also recieved a violation for our garbage cans remaining at the curb ~~again we were~~^{or break} and ~~did not~~^{did not} know of the violation. Neither violation gave a day by which we needed to comply.




City of Bloomington

Post Office Box 100
Bloomington, Indiana 47402

INDIANAPOLIS
IN 460
15 OCT '18
PM 3 L



UNITED STATES POSTAGE

PITNEY BOWES
02 1P \$ 000.47⁰
0003190429 OCT 15 2018
MAILED FROM ZIP CODE 47404

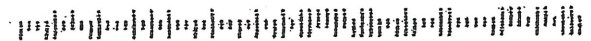
HAND

Resident
803 S WASHINGTON ST
BLOOMINGTON, IN 47401



Recycled Paper

47401-464303



City of Bloomington's Board of Public Works

Order on Appeal of Notice of Violation

Tickets #41758 and #41765

This matter is before the Board of Public Works for Appeal of Notices of Violations issued on 10/12/2018 and 10/17/2018 (the "NOV") at 803 S. Washington Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 13, 2018.

The Board of Public Works now finds as follows:

1. Mr. Phillip Jones ("Appellant") did not timely appeal the NOV issued on 10/12/2018, and should therefore be denied.
2. Appellant did timely appeal the NOV issued on 10/17/2018.
3. Fines assessed under Chapter 6.04 of the BMC may only be contested in the county circuit courts. The appeal of ticket number #41765 under the NOV issued on 10/17/2018 is for a fine assessed under Chapter 6.04 and should therefore be denied.
4. This leaves the appeal of ticket number #41766 under the NOV issued on 10/17/2018, regarding a brush pile located at the curb of the property.
5. Appellant admits that he resides at the Property.
6. Dee Wills inspected the property on 10/12/2018 and 10/17/2018 and observed yard waste in the form of a brush pile located at the curb of the property on both dates.
7. It is a violation of BMC § 6.06.020 to either be the one who places yard waste on your own property or suffers or permits yard waste to be placed on your property.
8. The facts support a finding that Appellant did violate BMC § 6.06.020 regarding yard waste.

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

1. The Appeal of the NOV issued on 10/12/2018 was untimely filed and is therefore denied.
2. The Appeal of the NOV issued on 10/17/2018 is denied on both counts:
 - a. Ticket #41765 regarding yard waste was erroneously brought before the Board of Public Works and is therefore the appeal is denied; and
 - b. Ticket #41766 was properly issued and the appeal is therefore denied.

So Ordered this 13th Day of November, 2018.

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

Staff Report

To: Board of Public Works

From: Norman Mosier, HAND; Chris Wheeler, City Legal

Date: November 8, 2018

Re: Request For Order to Abate 2854 N. Blue Ridge Dr., Bloomington, IN

Attachments:

1. First Notice of Violation Issued September 26, 2018
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

Facts:

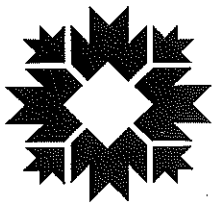
1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018, Neighborhood Compliance Officer Norman Mosier inspected the property located at 2854 N. Blue Ridge Dr., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation, in each instance for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Jerry & Linda Copper (Hereinafter the “Owner”) because they are the Owners of the Property which 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 posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail 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 out of compliance. Vegetation throughout the entire Property is 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. The abatement order should be continuous in nature.



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 10-24-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408

Issued by: 207

BMC 6.04.110 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 6.04.100(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# 41841

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

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

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND." All fines listed above may be contested in the Monroe County Circuit Courts.**
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY & LINDA COPPER

Address P.O. Box 5942

City BLOOMINGTON **State** IN

Zip Code 47407

Agent Name _____

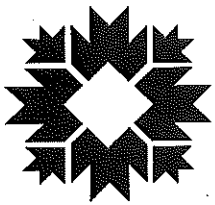
Address _____

City _____ **State** _____

Zip Code _____

BPW: ✓ 11-13-18

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 10-17-18 Time 1:25 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 207

BMC 6.04.110 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 6.04.100(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# 41771

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL BE FORTHCOMING

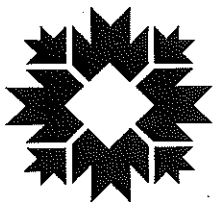
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY & LINDA COPPER
Address 2854 N. BLUE RIDGE DR.
City BLOOMINGTON State IN
Zip Code 47408

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 12-10-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408

Issued by: 207

BMC 6.04.110 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 6.04.100(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# 41709

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE.

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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name JERRY & LINDA COPPER

Address 2854 N. BLUE RIDGE DRIVE

City BLOOMINGTON **State** IN

Zip Code 47408

Agent Name _____

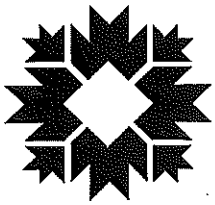
Address _____

City _____ **State** _____

Zip Code _____

BPW: _____

Mail Copies To: Resident: _____ Owner: X 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 10-3-18 Time 2:35 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 201

BMC 6.04.110 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 6.04.100(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#** 41687

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE.

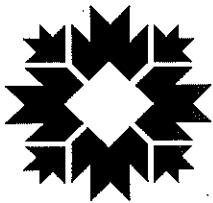
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name JERRY COPPER
Address 2854 N. BLUE RIDGE DR.
City BLGTN. State IN.
Zip Code 47408

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 9-26-18 Time 1:50 Address/location 2854 N. BLUE RIDGE DR. 47408
Issued by: 201

BMC 6.04.110 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 6.04.100(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#** 41626

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

Comments: MOW ENTIRE YARD FOR SEASON OR FINES WILL BE FORTHCOMING.

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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name JERRY COPPER
Address 2854 N. BLUE RIDGE DR.
City BLOM. State IN.
Zip Code 47408

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

BPW: _____

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



**City of Bloomington
Housing & Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development ("HAND") department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday November 13th, 2018.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.



2854



CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

NOTICE 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 Notice of Abatement for the real estate located at 2854 N. Blue Ridge Dr., Bloomington, IN., under parcel number 53-05-21-303-002.000-005 and whose legal description is 013-39940-00 Blue Ridge Estates 2ND Add; Lot 130 (Hereinafter the "Property") which is owned by Jerry & Linda Copper (Hereinafter the "Owner").

The Order for 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 said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

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, the 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.

THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 26th DAY OF SEPTEMBER, 2019.

SO ORDERED THIS 13th DAY OF NOVEMBER, 2018.

Kyla Cox Deckard, President of the Board

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, November 13, 2018.

The Board of Public Works now finds as follows:

1. Jerry & Linda Copper (Hereinafter the "Owner") own the real estate located at 2854 N. Blue Ridge Dr., Bloomington, IN (Hereinafter the "Property").
2. On September 26, 2018, and October 3, 2018, October 10, 2018, October 17, 2018, October 24, 2018, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly 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 City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on September 26, 2019.

So Ordered this 13th Day of November, 2018.

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

The Board of Public Works meeting was held on Tuesday, October 30, 2018, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Beth Hollingsworth
Dana Palazzo

City Staff: Jo Stong – Housing & Neighborhood Development
Neil Kopper – Planning & Transportation
Dan Backler – Planning & Transportation
Liz Carter – Planning & Transportation
Matt Smethurst – Planning & Transportation
Adam Wason – Public Works
Michael Large – Public Works
Jackie Moore – City Legal

Board wishes the citizens of Bloomington a happy and safe Halloween.

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

Jo Stong, Housing & Neighborhood Development, presented request for Permission to Abate Property at 1002 W. 6th Street. See meeting packet for details.

TITLE 6 VIOLATIONS

Permission to Abate Property at 1002 W. 6th Street

Board Comments:

Hollingsworth inquired about the house currently being vacant. Stong confirmed that the house is currently not occupied and that the owner does not live in Bloomington. The house has previously had occupants but it is not a rental property. Stong stated that this abatement will be continuous through August of 2019.

Palazzo made a motion. Hollingsworth seconded the motion. Motion is passed. Permission to abate property at 1002 W. 6th Street is approved.

Jo Stong, Housing & Neighborhood Development, presented request for Permission to Abate Property at 1406 W. 6th Street. See meeting packet for details.

**Permission to Abate
Property at 1406 W. 6th
Street**

Board Comments:

Cox Deckard asked if this is a single abatement. Stong stated that the owner of the property lives out of state and has been unresponsive. Stong asked that this property be continuously abated.

Hollingsworth made a motion. Palazzo seconded the motion. Motion is passed. Permission to abate the property at 1406 W. 6th Street is approved.

CONSENT AGENDA

1. Approval of Minutes – October 2, 2018
2. Resolution 2018 – 111: Allow Mobile Vendor to Operate in the Public Right – of – Way (Wever’s Smoke Eaters BBQ)
3. Resolution 2018 – 112: Permission to Dispose of Surplus Bicycles by the City of Bloomington – Parking Enforcement Division
4. Resolution 2018 – 113: Permission to Dispose of Surplus Items by the City of Bloomington – Information Technology Services
5. Approval of Payroll

Palazzo made a motion to approve the consent agenda. Hollingsworth seconded the motion. Motion is passed. Consent agenda is approved.

NEW BUSINESS

Dan Backler, Planning and Transportation, presented Small Cell Facilities (Utility Poles) License Attachment Agreement with New Cingular Wireless PCS, LLC. See meeting packet for details.

**Approve Small Cell
Facilities (Utility Poles)
License Attachment
Agreement with New
Cingular Wireless PCS,
LLC**

Board Comments:

Hollingsworth asked for clarification on the life of the contract and asked if the original contract is five years. Backler confirmed that this agreement is for five years. Cox Deckard inquired about the agreement being between the vendor and the City of Bloomington regarding locations that the vendor would like to install these small cell facilities. Backler confirms that the City would be made aware of proposed small cell installation site placement prior to their installation. Adam Wason, Public Works, spoke on the matter relaying that this project has been in the process of finalization for some time now. Wason explained that changes within the State of Indiana, House of Representatives, have led to a new approach to allowing mobile service providers to utilize a local municipality’s right – of – way for these structure. Wason elaborated that the organization Accelerating Indiana Municipalities (AIM), formerly Indiana Association of Cities and Towns, has been responsible for drafting the template of this agreement. The City of Bloomington has collaborated

with the vendor to make modifications to this agreement, which are applicable to local interests and needs. Both parties have agreed upon the version presented to the Board. Wason reiterated Backler's statement and confirmed that this agreement would require AT&T to come to the city prior to the installation of any small cell units. Locations such as traffic signals, street lights, etc. This approach is an effort to keep the right of way clear of clutter as they install this new wave of technology. Allowing the City of Bloomington to have access to 5G technology.

Hollingsworth made a motion to approve Small Cell Facilities (Utility Poles) License Attachment Agreement with New Cingular Wireless PCS, LLC. Palazzo seconded the motion. Motion is passed. Request is approved.

Matt Smethurst, Planning and Transportation, presented Change Orders #4 and #5 for the 3rd St. & Woodcrest Dr. and 2nd St. & College Ave. Traffic Signal Replacement Projects. See meeting packet for details.

Palazzo made a motion to Approve Change Orders #4 and #5 for the 3rd St. & Woodcrest and 2nd St. & College Ave. Traffic Signal Replacement Projects. Hollingsworth seconded the motion. Motion is passed. Change orders are approved.

Liz Carter, Planning and Transportation, presented Request from RenCon Services to Extend Use of the Right – of – Way to Place Dumpster on Dunn St. for Construction of 5 Guys Burgers & Fries at 425 E. Kirkwood Ave. See meeting packet for details.

Hollingsworth made a motion to Approve Request from RenCon Services to Extend Use of the Right – of – Way to Place Dumpster on Dunn St. for Construction of 5 Guys Burgers & Fries at 425 E Kirkwood Ave through November 16, 2018. Palazzo seconded the motion. Motion is passed. Request is approved.

Adam Wason, Public Works, informed the Board that the annual curbside leafing project will begin November 5th and continue through December 21st. There will be an interactive map on the City of Bloomington website to see where crews have been and will be going: www.bloomington.in.gov/leaves. In addition, collection of bundled yard waste will occur during the same dates. There is a cost of \$1 per bundle that will be added to the property's monthly City of Bloomington Utilities bill.

Approve Change Orders #4 and #5 for the 3rd St. & Woodcrest and 2nd St. & College Ave. Traffic Signal Replacement Projects

Approve Request from RenCon Services to Extend Use of the Right – of – Way to Place Dumpster on Dunn St. for Construction of 5 Guys Burgers & Fries at 425 E. Kirkwood Ave.

STAFF REPORTS & OTHER BUSINESS

Wason updated the Board on the Tapp and Rockport Roads project. Due to the start date of the project being delayed by ten days, the contractor has been granted an extension by INDOT. Given those circumstances the project should be completed in the next few weeks ahead of schedule.

Wason encouraged citizens to visit the Animal Shelter to adopt a forever friend. While the shelter is currently not at capacity, there are many forever friends to be had.

Wason stated that Halloween trick or treating hours had not changed and the City would go ahead with original plans for trick or treating despite the forecast of rain. Wason asked if the Board had any questions.

Board Comments:

Hollingsworth stated her appreciation for the continued updates of road projects in the Herald Times newspaper on Tuesdays. Wason confirmed that he felt it was necessary to update the members of the community on ongoing projects that affect daily activities.

Wason went on to say that the I – 69 project had officially been deemed complete by INDOT. Wason said that there is still some high mast lighting at the 2nd and 3rd street ramps that needs to be installed, but he is confident that it will be completed in a timely manner. Wason went on to thank INDOT for taking the project back over and expediting the completion of phase 5.

Board Comments:

Palazzo asked if the parking study that is part of the claims had been released to the public. Wason confirmed that it had and was available on the Parking Commission's website.

Wason elaborated on the cost analysis that is ongoing in regard to repair or replacement of the 4th Street parking garage and the parking garage in the Trades District. Wason explained that it is imperative that the City of Bloomington ensure the safety and long term viability of the parking structures in the city. Wason reiterated that these decisions are not taken lightly, they require many inputs from multiple departments. Wason stated that it is important that we correct the issue and not just put a band aid on it. Public Works will be addressing the issue with City Council tomorrow evening.

**APPROVAL OF
CLAIMS**

Hollingsworth made a motion to approve the Claims Register in the amount of \$440,945.33. Palazzo seconded the motion. Motion passed. Claims are approved.

ADJOURNMENT

Cox Deckard adjourned the meeting at 5:50pm.

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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: FamiliaUnited LLC dba Juannita's

Meeting Date: November 13, 2018

FamiliaUnited LLC dba Juannita's has applied to renew its Mobile Vendor License to operate a food truck. When the applicant wants to operate in the right of way, permission must be obtained from the Board of Public Works before the permit may be issued. The Department of Economic & Sustainable Development has reviewed the application and recommends that the Board of Public Works' approve the application to operate in the public right of way. 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 various Mexican food.

This application is for one year: November 14, 2018 through November 13, 2019

Staff is supportive of the request.

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



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:	Salvador Marquez Cahuizo	
Title/Position:	Part owner	
Date of Birth:	8-6-90	
Address:	5692 W. Kirkwood Ave	
City, State, Zip:	Bloomington IN, 47403	
E-Mail Address:	info@JuannitaS.com	
Phone Number:	812-361-9229	Mobile Phone: 812-339-2340

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:	Familia United LLC				
Address of Employer:	620 W. Kirkwood Ave				
City, State, Zip:	Bloomington IN, 47404				
Employment Start Date:	3-1-18	End Date (If known):			
Phone Number:	812-339-2340				
Website / Email:	Juannitez.com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Letisia Marquez	421 N. Walnut St.
Salvador Chahuzo	5692 W. Bedrock Rd.
Josefina Marquez	620 W. Kirkwood Ave
Carmen Marquez	

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

Date of incorporation or organization:	3-1-18
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

Planned hours of operation:	40 hours
Place or places where you will conduct business (If private property, attach written permission from property owner):	public → East Kirkwood Ave N. Walnut St.
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	2017 Trannita's trailer

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 12	AGE 15	ISSUE DATE 10/30/2018	PUR DATE 08/30/2017	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK541NFK	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE GT	PRIOR YR PL TK541NFK
EXPIRATION DATE 1/31/2020		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2004	MAKE FOR	MODEL F25	VEHICLE IDENTIFICATION NUMBER 1FTNX21P44EB30607			TYPE TK	COLOR WHI/	
CURRENT YEAR TAX	VEH EX TAX 26.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 26.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 96.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													

CUAHUIZO GROUP LLC
5692 W BEDROCK RD
BLOOMINGTON, IN 47403-8718

C
SN

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CUSTOMER COPY

A-1 Octane Automotive
12317 East Chapel Road
Solsberry, IN 47459
(812) 825-5025

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

A-1 Octane Automotive
12317 East Chapel Road
Solsberry, IN 47459
(812) 825-5025

COMPANY PERFORMING INSPECTION A-1 Octane Automotive

INSPECTOR'S NAME James Spivey

INSPECTOR'S PHONE # 812-825-5025

DATE OF INSPECTION 10/15/18

TAXICAB COMPANY _____


VEHICLE YEAR 2004 MAKE Ford MODEL F250

VIN 1FTNX21P44EB30607

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>X</u>	_____	<u>Replaced 3rd Brake Light Bulb</u>
FLASHERS	<u>X</u>	_____	_____
REFLECTORS	<u>X</u>	_____	_____
HORN	<u>X</u>	_____	_____
WINDSHIELD WIPERS	<u>X</u>	_____	_____
MIRRORS	<u>X</u>	_____	_____
SEATBELTS	<u>X</u>	_____	_____
BUMPER HEIGHT	<u>X</u>	_____	_____
ALL WINDOWS	<u>X</u>	_____	_____
MUFFLER	<u>X</u>	_____	_____
TIRES	<u>X</u>	_____	_____
BRAKES	<u>X</u>	_____	_____
DOORS	<u>X</u>	_____	_____
GENERAL CONDITION OF VEHICLE	<u>X</u>	_____	_____

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



CITY OF BLOOMINGTON INDIANA

Hermes Spivey

10/15/18

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



JUANN-1

OP ID: KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2018

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 First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Ron Cheatham	812-355-4604	CONTACT NAME: Kathy Carter PHONE (A/C, No, Ext): 812-355-4604 E-MAIL ADDRESS: kathyc@figprotects.com FAX (A/C, No): 812-331-3233
INSURED Juannitas Restaurant Cuahuizo Group LLC dba 620 W Kirkwood Bloomington, IN 47403		INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP16027445	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA16030715	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC16027446	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Bloomington is an Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
PO Box 100
Bloomington, IN 47402

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

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.

Salvador Marquez - Cuahuto

Name, Printed

Salvador M. Cuahuto

Signature

10-29-18

Date Release Signed

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID None
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME FAMILIAUNITED LLC
PRINCIPAL OFFICE ADDRESS 620 W Kirkwood Ave, 620 1/2 W Kirkwood Ave, Bloomington, IN, 47404, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Letisia Marquez
ADDRESS 620 W Kirkwood Ave , Bloomington, IN, 47404, USA
SERVICE OF PROCESS EMAIL Letisiamarquez@yahoo.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 03/12/2018
EFFECTIVE TIME 12:01AM

ARTICLE IV - PRINCIPAL(S)

TITLE Member
NAME Letisia Marquez
ADDRESS 620 W Kirkwood Ave , Bloomington, IN, 47404, USA

TITLE Member
NAME Carmen Marquez
ADDRESS 620 W Kirkwood Ave, Bloomington, IN, 47404, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes
IS THE LLC A SINGLE MEMBER LLC? No

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF
PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 12, 2018**.

SIGNATURE Letisia Marquez
TITLE Member

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:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - 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: Salvador Marquez - Cuchozo

Signature: Salvador M. Cuchozo

Date: 10-29-18

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

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: Salvador Marquez-Cuchizo

Signature: Salvador M. Cuchizo

Date: 10-29-18

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 10/30/2018

Business Name: Juannitas Food Trailer

Address: 620 W KIRKWOOD AVE
Bloomington, IN 47408

Phone: CELL 812-361-9229

The following permit has been issued:

Permit No. 18-0132

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/30/2018

Effective Date: 10/30/2018

Expiration Date: 10/30/2019

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

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Date 10/30/2018



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

JUANNITA'S
SALVADOR CHUAHUIZO
620 W.KIRKWOOD AVE
BLOOMINGTON, IN 47404

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

Issued JAN 24 2018

2018

By Thomas W. Shapiro

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1800149776675

JUANNITAS KITCHEN
620 W KIRKWOOD AVE
BLOOMINGTON, IN 47404-5154

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

000053



FAMILIAUNITED LLC
620 W KIRKWOOD AVE
BLOOMINGTON, IN 47404-5154

TID: 0163210470
LOC: 001
FID: 82-4764412/0

ISSUED: 04/09/2018

EXPIRES: 04/30/2020

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

ServSafe® CERTIFICATION

AARON CUAXILOA

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

15464769

CERTIFICATE NUMBER

5291

EXAM FORM NUMBER

8/14/2017

DATE OF EXAMINATION

8/14/2022

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in black ink that reads "Sherman L. Brown".

Sherman Brown
SVP, National Restaurant Association Solutions



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.
14102901

v.1401

Contact us with questions at 175 W Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018 – 115**

**Mobile Vendor in Public Right of Way
Familia Group LLC dba Juannita's**

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, Familia Group LLC dba Juannita's ("Vendor") is seeking to renew 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 a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, and all applicable permits required by the Monroe County Health Department and the Bloomington Fire Department; and

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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, beginning on November 14, 2018, and ending on November 13, 2019.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

RESOLUTION 2018 – 115

- 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 13th DAY OF NOVEMBER, 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 – 115** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Salvador Marquez-Cuahuizo
Familia Group LLC dba Juannita's

Date: _____



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Maria del Pilar Gonzalez, Pili's Party Taco LLC – Truck #1

Staff Representative: Laurel Waters

Meeting Date: November 13, 2018

Maria del Pilar Gonzalez, owner of Pili's Party Taco has applied to renew Mobile Vendor License for food truck #1. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application, and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling tacos.

This application is for one year: November 14, 2018, through November 13, 2019.

Staff is supportive of the request.

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



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:	Marva del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08-31-1975		
Address:	2215 S. Rockport Rd		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	a.ramgon-2@hotmail.com		
Phone Number:		Mobile Phone:	812 2190539

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:	Pili's Party Taco LLC				
Address of Employer:	2215 S. Rockport Rd				
City, State, Zip:	Bloomington IN 47403				
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Maria del Mar Gonzalez	2215 S. Rockport Rd Bloomington IN 47403

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

Date of incorporation or organization:	08-22-16
State of incorporation or organization:	IN Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	08-22-16

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

Tacos, Torta, Tostada Mexican Food	
Planned hours of operation:	T, W, Th, Fr, Sat 12-2pm 3-6pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	S. Walnut 41st. Food Truck Friday
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

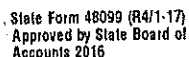
2018/19
Trk #1

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle	OK
<input checked="" type="checkbox"/>	Copy of a valid driver's license	OK
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license	OK
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business	Pending OK
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate	updated Insurance
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	Sign
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.	✓
<input checked="" type="checkbox"/>	A copy of the Employer ID number	✓
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement.	Sign ✓
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement	Sign ✓
<input checked="" type="checkbox"/>	Fire inspection (if required)	✓
<input checked="" type="checkbox"/>	Picture of truck or trailer	New Picture ✓
<input type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	2018 Permit

For City Of Bloomington Use Only

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



ACCOUNTS 2016													
CLASS 1	AGE 19	ISSUE DATE 01/23/18	PUR DATE 04/17/17	COUNTY 53 - MONROE	TP R	PL YR 18	PLATE TK661NFG	PL TP GT	WEIGHT 11	PR YR 17	LS N	TYPE TK	PRIOR YR PL TK661NFG
EXPIRATION DATE 01/31/19		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 99		MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2X3307887			TYPE TK	COLOR WHI/
CURRENT YEAR TAX	EXTAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 46.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403-3339



256 1/1



BATCH# 075419 SEQUENCE# 258 1/1

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card uncaringly along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after placement.

7-1-1

✓

✓

1

3

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.

Marra del Pilar Gonzalez
Name, Printed

Marra del Pilar Gonzalez
Signature

11-7-18
Date Release Signed

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service
INSPECTOR'S NAME Dennis Perez INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 11-2-18
~~TAXICAB~~ ^{PERMITS} COMPANY Pilis Party TACO LLC
VEHICLE YEAR 1999 MAKE Chevy MODEL P-30 VAN
VIN 1GBHP32R2X3307887

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	✓		
WINDSHIELD WIPERS	✓		
MIRRORS	✓		
SEATBELTS	✓		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER		X	Parts ordered to Repair
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		


Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

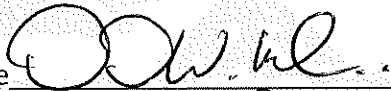
Additional Comments by Inspector: _____

We have parts ordered to repair the exhaust to be DOT compliant.

Client to ~~rep~~ return for repair when New parts Arrive to Repair the exhaust & Install the Annual DOT Sticker!



Inspector Signature



David W. Carrichzel

Date:

11/6/18

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



PILIS-1

OP ID: HD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2018

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 First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Tony Brown		812-355-2586		CONTACT NAME: Jenna faulstich	
				PHONE (A/C, No, Ext): 812-355-2586	FAX (A/C, No): 812-331-3233
				E-MAIL ADDRESS: jennaf@figprotects.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Burns & Wilcox	
				INSURER B: Progressive	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED Pilis Party Taco LLC
Attn:Armando Pioquinto Ramirez
2215 S Rockport Road
Bloomington, IN 47403

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CL1804510A	04/13/2018	04/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			06078224-1	04/13/2018	04/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
401 N. Morton St., Ste 130
Bloomington, IN 47402

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

Heidi Darling

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PILI'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

SIGNATURE

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **September 4, 2018**.

SIGNATURE

David Sare

TITLE

CPA

Business ID : 201608221155053
Filing No. : 8010425

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:

María del Pilar González

Signature:

M. del Pilar González

Date:

11-07-18

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: Marcadelpilar González

Signature: M. del Pilar González

Date: 11-07-18

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: 10/18/2018

Business Name: Pilis Party Taco

Address: 2215 S ROCKPORT RD
TRCK 1
Bloomington, IN 47408

Phone: HOME 812-219-0539

The following permit has been issued:

Permit No. 18-0130

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/18/2018

Effective Date: 10/18/2018

Expiration Date: 10/18/2019

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

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 10-18-2018

Pili's Party

Taco From Puenla

follow us on 

(812) 219-0539

we cater





party

Pili's Party
Taco *From Puebla*

follow us on 

(812)219-0539

we cater

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

PILI'S PARTY TACOS
MARIA DEL PILAR GONZALEZ
2215 S. ROCKPORT RD
BLOOMINGTON, IN 47403

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

Issued JAN 22 2018

2018

By Thomas W. Mayo

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018 – 116**

**Mobile Vendor in Public Right of Way
Maria del Pilar Gonzalez dba Pili's Party Taco Truck #1**

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, Maria del Pilar Gonzalez dba Pili's Party Taco Truck #1 ("Vendor") intends to seek renewal of 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 a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on November 14, 2018, and ending on November 13, 2019.

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

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

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

RESOLUTION 2018 – 116

- 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 13th DAY OF NOVEMBER, 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 – 116** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez dba
Pili's Party Taco Truck #1

Date: _____



Board of Public Works Staff Report

Project/Event: Krampus Rampage & Bazaar 2018

Staff Representative: Sean Starowitz

Petitioner/Representative: Kel McBride/Krampus Legend and Arts Workshop

Date: November 13, 2018

Report: Krampus Legend and Arts Workshop will be hosting their Krampus Night 2018 on Saturday, December 1, 2018, with a variety of events in downtown. This is the 7th year for this event and participation has grown considerably each year, with 5,000-6,000 participants expected this year.

They will be staging the event at the Convention Center parking lot, travelling a short distance on the B-line Trail then onto Madison Street. They are requesting the temporary closure of Madison Street between W. 4th to W. 7th Street, West 7th Street from Madison to Morton Street, and Morton to the drive into Showers Common. The parade will occur between 6:00 p.m. to 6:45 p.m., and they request that they be allowed to close the streets at 5:00 p.m. for set up and commit to having it opened back up by 6:45 p.m. as a collapsing closure except West 7th Street from Madison to Morton Street, and Morton to the drive into Showers Common. Which will be open by 8:30 p.m. They are requesting the use of Showers Common from 3:30 p.m. to 8:30 p.m. for a bazaar which will include food trucks, games and other activities. As part of these events they are also requesting a Noise Permit.

Recommendation:

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



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:	Kel McBride		
Contact Phone:		Mobile Phone:	812.322.3754
Title/Position:	Director		
Organization:	Krampus Legend and Arts Workshop		
Address:	904 West 7th		
City, State, Zip:	Bloomington In. 47404		
Contact E-Mail Address:	kelly.e.mcbride@gmail.com		
Organization E-Mail and URL:	NA		
Org Phone No:	NA	Fax No:	NA

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

Organization Name:	Wevers BBQ		
Address:			
City, State, Zip:	Bloomington In		
Contact E-Mail Address:			
Phone Number:	(812)360-7328	Mobile Phone:	
Organization Name:	Kabab on Wheels		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:	(812)272-1131	Mobile Phone:	
Organization Name:	La Poblano		
Address:			
City, State, Zip:			
E-Mail Address:	Lapoblana922@gmail.com		
Phone Number:	(812)202-6789	Mobile Phone:	

3. Event Information

Type of Event	Parade and Festival		
Date(s) of Event:	Dec, 1, 2018		
Time of Event:	Date: 12/1/18 Start: 6pm	Date: 12/1/18	End: 7:30
Setup/Teardown time Needed	Date: 12/1/18 Start: 3:30	Date: 12/1/18	End: 8:30
Calendar Day of Week:	Saturday		
Description of Event:	3:30: Set up at Showers 5:00: Barricades in the street 6:00-6:45: Parade 8:30: Tear down complete at Showers		
Expected Number of Participants:	5,000-6,000	Expected # of vehicles (Use of Parking Spaces to close): many, if you need me to count I'm willing	

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

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

✓	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <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 	
✓	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)	
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit	✓ Not applicable
✓	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required	
Applicable?	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments	
	Noise Permit application	✓ Not applicable
	Beer & Wine Permit	✓ Not applicable
✓	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.	
Confirm	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. <i>We were informed that five was sufficient, we hope to get seven.</i>	

✓ See attachment	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
✓ See attachment	Waste and Recycling Plan if more than 100 participates

8. CHECKLIST

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

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
11/7/2018	Public Works		
11/13/2018	Board of Public Works		

Waste and Recycling Management Plan


Event name: Krampus Rampage and Bazaar

Number of expected attendees: 5,000-6,000

Number of food vendors: 3

Number of other vendors: 0

Designated waste and recycling manager: TBD, hunt is on the way

Event map: Defined by  on the map

Targeted waste:

Type of waste	Collection plan
Candy Wrappers	Trash Collection by Volunteer
Mixed paper	Recycling in on-site, designated bins staffed by volunteers
Plastic bottles	Recycling in on-site, designated bins staffed by volunteers

Collection and hauling system: Volunteers will collect the night of and will examine and separate all materials the next day. The Facebook event page and a few posts will include information about trash and recycling – as we encourage everyone to “be nice”.

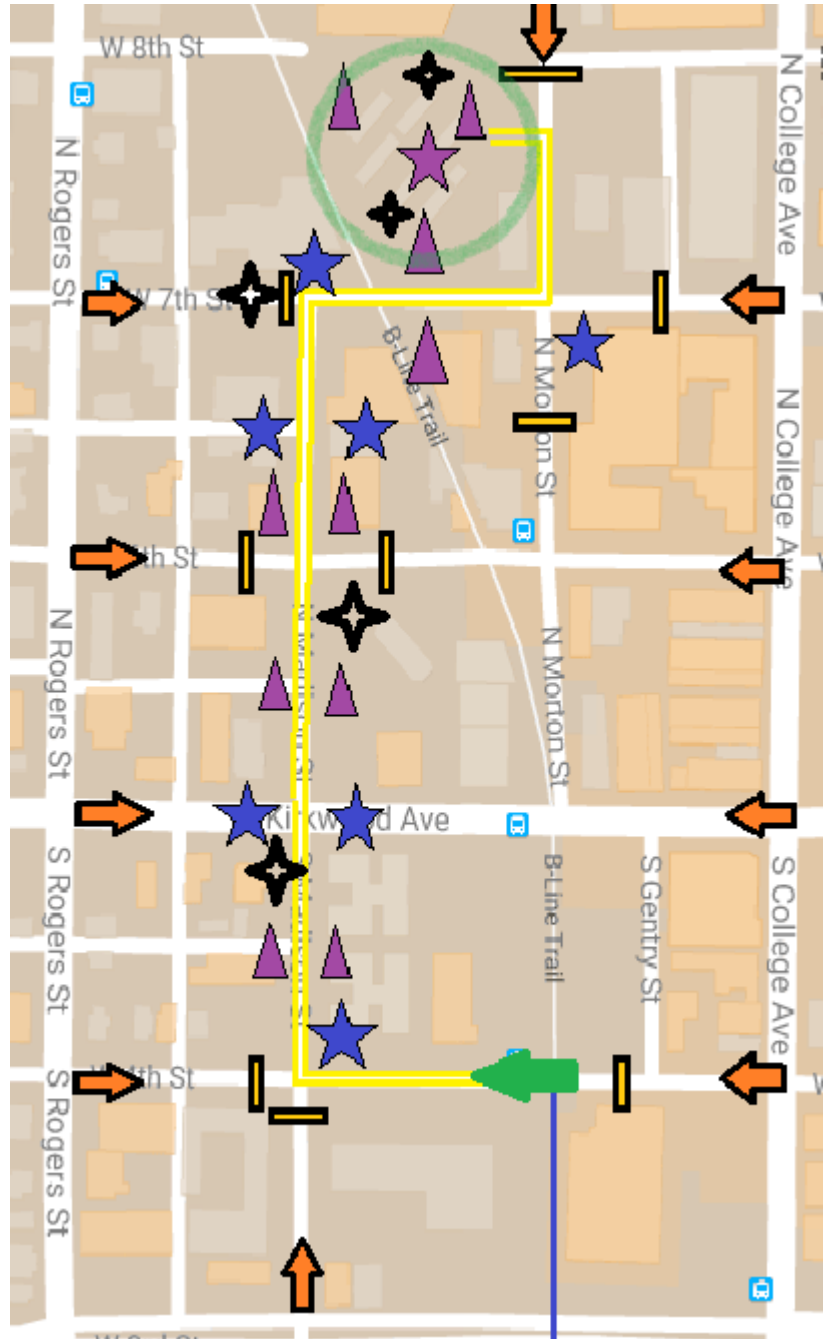
Vendor and volunteer education and training: Volunteers will be informed via crew communications, FB posts, and meeting announcements. Vendors will use paper-based and plastic bottle materials.

Materials and supplies: Trash cans and bags.

Designation of duties: Our designated waste and recycling manager will work with a team of 5 volunteers to ensure compliance.

MAP KEY

- Private Security ▲
- Police ★
- Jersey Barrier ▬
- “Road Closed Ahead” Signs ➡
- Parade Route ══
- Staging Area ■
- “Private” Access (not promoted) —
- Bazaar Area ○
- Starting Point ➡
- Trash/Recycling ✦





Hello Neighbors,

The **Krampus Legend and Arts Workshop (KLAW)** are proud to welcome the Bloomington Krampus back to the Near West Side and downtown area for their sixth annual visit. On **Saturday, December 1st, from 5:00-7:00pm**, festivities will be held on Madison Street between 4th and 7th Street, 7th Street between Madison and Morton, on Morton from 7th to 8th Street and at the Showers Commons. Parking for our handicapped guests will be along 7th Street between Rogers and Madison.

We understand how much of a disruption it can be to some of our neighbors and neighborhood businesses, so we thank you in advance for the tolerance you can offer as our event "roars" through the area. Anticipate increased traffic, street closures, and parking needs similar to that of the Farmer's Market.

The volunteers of KLAW strive to create a positive, safe, and fun event for all. The organization provides hired security, including off-duty officers, to legally close the street and a clean-up crew to ensure that we leave our neighborhood in a tidy manner.

If you have any concerns or suggestions for the future please feel free to contact us at kelly.e.mcbride@gmail.com we want to be good neighbors – and we are; the KLAW organization includes many long term Near West Side homeowners.

We hope you can join us for the festivities, be ye Naughty or Nice!

NOTICE OF PUBLIC HEARING

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

The Board of Public Works meeting to hear this request will be **11/13/2018**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at **5:30pm**.

The proposal for Krampus Night will be on file and may be examined in the Public Works office on the Friday prior to the **11/13/2018** 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: Kel McBride, Krampus Legend and Arts Workshop

DATE: 10.3.18

**Addresses along Full Krampus Parade Route
(Including cross street corners)
Starting at City Hall**

W. 8th St.
415 N. College Ave.
200 N. Morton St.
206 N. Morton St.
216 N. Morton St.
301 N. Morton St.
304 N. Morton St.
312 N. Morton St.
501 N. Morton St.
214 W. 7th St.
301 W. 7th St.
311 W. 7th St.
400 W. 7th St. (Handicap Parking in front of Creamery)
401 W. 7th St.
415 W. 7th St.
210 N. Madison St.
211 N. Madison St.
212 N. Madison St.
216 N. Madison St.
316 W. 6th St.
321 W. 6th St.
401 W. 6th St.
402 W. 6th St.
217 W. Kirkwood Ave.
314 W. Kirkwood Ave.
403 W. Kirkwood Ave.
404 W. Kirkwood Ave.
308 E. 4th St.
314 W. 4th St.
116 S. Madison St.
200 S. Madison St.
205 S. Madison St.
216 S. College Ave.

The food trucks that they have lined up for the Krampus festival, have indeed been inspected by this department. All trucks have been inspected and are in good standing with us at this time. If there is anything else you need from me please let me know.

Have a good day.

Nicole Wagner, BS | *Food Sanitarian*
Monroe County Health Department
119 West 7th Street | Bloomington, IN 47404
Phone: [812-349-2739](tel:812-349-2739) | **Fax:** [812-339-6481](tel:812-339-6481)

**BOARD OF PUBLIC WORKS
RESOLUTION 2018 - 117**

KRAMPUS RAMPAGE & BIZARRE 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 the arts; and

WHEREAS, the Krampus Legend and Arts Workshop (“KLAW”), is desirous of using City property which includes a portion of the B-line Trail from the staging area in the Convention Center Parking Lot, Showers Common, Madison Street from W. 4th Street to W. 7th Streets, West 7th Street to Madison Street to host the Krampus Rampage & Bizarre 2018 which will include festivities such as a parade and other festival-type activities, on Saturday, December 1, 2018, and

WHEREAS, KLAW 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:

1. That Showers Common will be closed from 3:30 p.m. until 8:30 p.m., and Madison Street from W. 4th Street to W. 7th Streets, West 7th Street to Morton Street, and Morton Street to West 8th Street shall be temporarily closed to traffic and parking from 6:00 p.m. until 6:45 p.m. on Saturday, December 1, 2018, for KLAW Night 2018 festivities.
2. That artists, performers, craftspersons and vendors who have not received explicit authorization from KLAW, or their representatives or agents, to participate in the Krampus Rampage & Bizarre 2018 shall not be permitted to utilize the closed off portions areas outlined above for the purposes of performing, displaying, producing or selling items or goods.
3. That KLAW shall post "no parking" signs on parking meters, signs and at Showers Common at least 24 hours in advance of the closing. Temporary “No Parking” signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.
4. That KLAW shall be responsible for placement and removal of barricades. KLAW is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. KLAW agrees to obtain and place at its own expense barricades to close Showers Common not before 3:30 p.m. and to remove barricades by 8:30 p.m. on Saturday, December 1, 2018, and barricades to close streets not before 5:30 p.m. and to remove barricades by 8:30 p.m. on Saturday, December 1, 2018.

5. KLAW 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 8:30 p.m. on Saturday, December 1, 2018.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
7. KLAW 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. That _____, 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, KLAW, 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 13th DAY OF November, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

AGREED TO THIS _____ DAY OF _____, 2018.

KLAW

Signature

Printed Name and Title



Board of Public Works Staff Report

Project/Event: MCHC Scanning Event, December 1st, 2018

Petitioner/Representative: Monroe County History Center

Staff Representative: Sean Starowitz

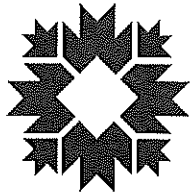
Meeting Date: November 13, 2018

Event Date: December 1st, 2018

The Monroe County History Center is sponsoring a community scanning event on Saturday, December 1, 2018 for various historical documents, photos and other miscellaneous items from the community. The MCHC is requesting that the Board of Public Works allow them to reserve Five (5) metered parking spots on 6th Street in front of the Monroe County History Center and Six (6) additional metered parking spots on Washington Streets for this public event from 9 AM to 3 PM

Staff recommends approval of the request.

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



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:	Andrea Hadsell		
Contact Phone:	812-332-2517	Mobile Phone:	765-524-0978
Title/Position:	Education Manager		
Organization:	Monroe County History Center		
Address:	202 E 6 th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	education@monroehistory.org		
Organization E-Mail and URL:	education@monroehistory.org, www.monroehistory.org		
Org Phone No:	812-332-2517	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:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input 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:	December 1, 2018	
Time of Event:	Date: 12/1/2018 Start: 10:00 am Date: 12/1/2018 End: 2:00 pm	
Setup/Teardown time Needed	Date: 12/1/2018 Start: 9:00 am Date: 12/1/2018 End: 3:00 pm	
Calendar Day of Week:	Saturday	
Description of Event:	<p>The Monroe County History Center is hosting community scanning events across the county in several townships. Participants may bring up to 10 documents to be scanned. The participants keep the original copies, while the History Center and local township trustees keep digital copies.</p> <p>Our December scanning event ideally will be hosted at the History Center with a focus on Bloomington-area history. Use of the 6th & Lincoln parking lot as well as any additional metered spaces on 6th or Washington streets the city will allow participants to attend the scanning event and maximize the impact of the event.</p>	
Expected Number of Participants:	50	Expected # of vehicles (Use of Parking Spaces to close): 50

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

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

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

<input type="checkbox"/>	<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

<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)

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

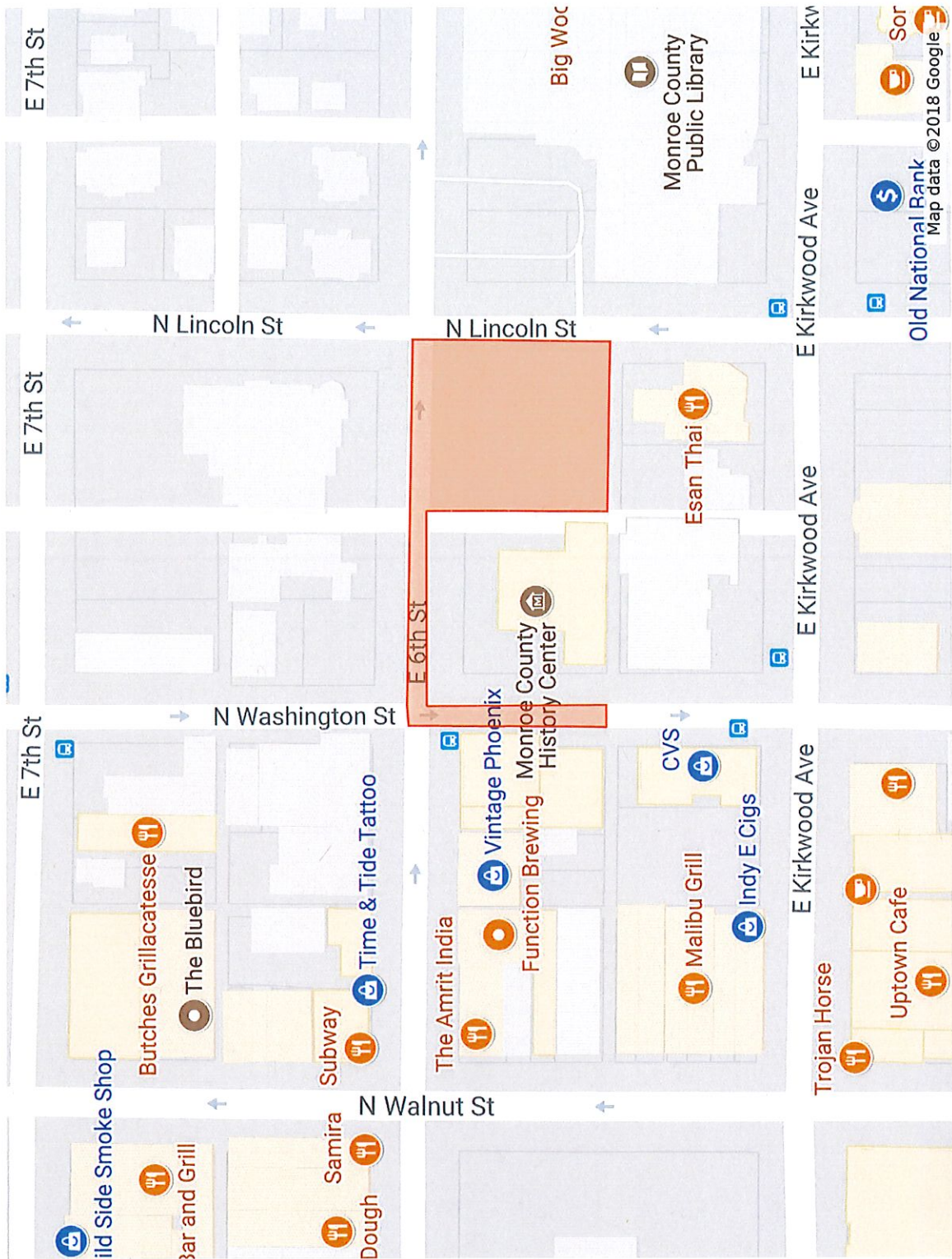
Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

Monroe County History Center

Untitled layer

 Requested Parking Area

Requested parking area for
December 1 event





SEARCH THIS AREA

Gallery Mortgage

Omega Properties

Time & Tide Tattoo

E 6th St

E 6th St

E 6th St

E 6th St

E 6th St

E 6th St

Spray Tan Bar

Plan Nine Film Emporium

Vintage Phoenix

Function Brewing

he Amrit India

@ One-Eighteen

Seaview Outfitters

Baked! of Bloomington

Joseph's Shoe Repair

Monroe County History Center

First Christian Church

Esan Thai

CVS

Google

Map

Opie Taylor's

Caveat Emptor Used Books

Malibu Grill

**BOARDS OF PUBLIC WORKS
RESOLUTION 2018 – 118**

MONROE COUNTY HISTORY COMMUNITY SCANNING EVENT

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 Monroe County History Center is sponsoring a community scanning event on Saturday, December 1, 2018, and

WHEREAS, the Monroe County History Center has requested that the Board of Public Works allow them to reserve Five (5) metered parking spots on 6th Street in front of the Monroe County History Center and Six (6) additional metered parking spots on Washington Streets for this public event from 9 AM to 3 PM; and

WHEREAS, the Monroe County History Center has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works herein declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
2. The closures outlined above are for the purposes of allowing Monroe County History Center to provide an event of high quality that is mutually beneficial to participants and the community on Saturday, December 1, 2018.
3. In consideration for the use of the City's property and to the fullest extent permitted by law, Monroe County History Center, 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.
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 13th DAY OF November, 2018.

BOARD OF PUBLIC WORKS:

MONROE COUNTY HISTORY CENTER

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name

Dana Palazzo, Secretary

Position

Date

Date

AGREED TO THIS _____ DAY OF _____, 2018.

Monroe County History Center

BY: _____
Signature

Printed Name and Title



Board of Public Works Staff Report

Project/Event: CE Solutions Engineering Services – Morton Street Garage Repair
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.13.18

Report:

After conducting a structural survey of all of the City of Bloomington Garage assets, the City of Bloomington will be making all recommended repairs in the Morton Garage in accordance to the CE Solutions Recommended Repairs.

CE Solutions will be overseeing the project per their recommended repairs. They will be providing all bid documents, order of repair, and inspection services during repair of all items.

Staff recommends approval of engineering oversight of the repairs by CE Solutions.

Total cost to repair = \$52,750

Funding Source will be: 452.26.260000.53170 (Management Fee, Consultants)

Recommend ☒ **Approval** ☐ **Denial by:** Ryan Daily

Revised October 31, 2018

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Professional Services and Fee Proposal
Structural Engineering Services
Morton Street Parking Garage Repairs & Waterproofing - 2019
Bloomington, Indiana

CE Solutions Contract No: 18-167

Dear Ryan:

CE Solutions, Inc. (CES) respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Discussions with Ryan Daily on August 30, September 28, and October 2018 regarding the upcoming repair projects for the Morton Street and Walnut Street parking garages.
- Morton Street Parking Garage Structural Condition Assessment Report prepared by CE Solutions, dated September 4, 2018.
- The City of Bloomington intends to perform repairs in the Morton Street parking garage.
 - Construction will take place in the summer of 2019.
 - Project will start at the top level of Morton Street garage. Repairs and sealing will be included for each level moving down until the project funding is spent.
 - Repairs and waterproofing shall be as recommended in CES report dated 9/4/18.
 - Sealing of the top level of Morton Street garage was performed in 2018 and will not be included in this project.
 - Sealing of Level 2 will be with a 'permanent sealer' (TechCrete)
 - Project will not include work to the stairs; this work is being performed in a separate project.
 - Design documents will allow for parking garage to remain partially open during construction.

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result one set of construction contract documents that will be used to repair the Morton Street Parking Garage as described in the above section. CES will provide Construction

Documents – drawings and technical specifications. City of Bloomington will provide all Frond End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: Construction (Bid) Documents

- Design progress updates will be provided via progress update emails provided on a bi-weekly basis. Updates will include: Status of work, estimate updates, status of schedule, action items log
 - We anticipate one owner review meeting in Bloomington, Indiana.

- Design repairs and prepare detailed drawings for the following scope items:

Morton Street Garage (numbers correspond to work item ID's from OPCC in report)

All work items in Morton Street Garage will be complete within the set of bid documents.

1. Structural cracks in concrete – all elements excluding stair landings (epoxy injection)
 2. Concrete spalls and delaminations – beams underside, columns, decks underside (overhead/vertical partial depth patch)
 3. Evidence of water infiltration around PT End Caps – beams, columns, decks exterior (apply elastomeric coating)
 4. Delamination of PT end caps – decks (re-pack PT end caps)
 5. Spider cracking and hairline cracks – column, exterior (apply silence sealer)
 6. Items 6 – 9 excluded stair work
 10. Moisture infiltration prevention - decks, all elevated decks except level 8 (apply silane sealer)
 11. Spider cracking, hairline cracks and non-structural cracks – beams, columns (apply silane sealer)
 12. Minimally exposed, corroded steel within sound concrete – beams, columns (removal of loose concrete, clean and coat exposed steel)
 13. Minimally corroded "Parking" sign tube connection – columns (clean and paint connection steel)
 14. Corroded bumper tendons (including anchors) – columns (clean and coat)
 15. Interior PT End Caps waterproofing (accessible from the staircase) – decks (apply elastomeric coating)
 16. Concrete delaminations – decks topside (horizontal partial depth patch)
 17. Non-structural cracks in concrete slab – deck topside (rout cracks and seal with joint sealant)
 18. Evidence of water infiltration through construction joint – decks (replace urethane joint sealant)
 19. Deteriorated vertical joint material – exterior (replace vertical joint sealant)
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
 - Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.
 - Prepare an opinion of probable construction cost at each design phase.

BIDDING PHASE

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.
- Prepare addenda, as needed, for design intent clarification.

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

- Attend a pre-construction meeting.
- Attend 8 (weekly for first month, then bi-weekly to project completion) contractor coordination meetings during construction. Meeting minutes will be prepared and distributed by others.
- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected. Assumed to be completed with the final Construction Observation.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

SCHEDULE

The City of Bloomington has requested Bid Documents by December 31, 2018.
Construction will be from May 15 – August 1, 2019.

FEE

CE Solutions intends to provide the above professional services on a firm fixed fee basis for \$52,750.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements (and associated premiums) in excess of that currently maintained by CE Solutions.
- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Attendance at and/or conducting public meetings and/or hearings.
- Engineering services related to significant changes initiated after the Design Development Document Preparation Phase.
- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing structure(s) to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing structure(s) or the evaluation of its original structural design.
- Special seismic upgrades and/or detailing.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the existing structure(s) beyond those described herein.
- Structural design and detailing of stair repairs and/or replacement, handrails, and their connections to the structure.
- Architecturally related site details (e.g. parking stops, bollards, signage, sidewalks, decorative/ornamental exterior walls, etc.).
- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Parking garage functional design. Functional design considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space layout and striping, parking bumpers /

guard rails / barrier cable, pedestrian hand railing, etc.

- Project released in multiple packages or document issues for construction.
- Printing and distribution of Construction Documents (plans and specifications) for bidding purposes.
- Bidding Phase services beyond those described in the basic scope of services.
- Preparation of a Bid Tabulation and Bid Report (Bid Report shall consist of an evaluation of the bids and a recommendation of the apparent lowest responsive and responsible bidder for contract award).
- Engineering services related to the construction cost of the entire project, or that portion designed by CE Solutions, when the lowest bona fide bid or negotiated proposal exceeds the established budget for the project and when such overrun is beyond the control of CE Solutions (e.g. excessive program, unfavorable bidding climate, etc.).
- Structural services and consultation during the Construction Phase of the project beyond that described in the Scope of Basic Services and beyond clarification of the structural design concept for project elements designed by CES.
- Additional site observations during construction beyond that described in the Scope of Basic Services.
- Construction change orders necessitated by revisions in the Structural Contract Documents beyond CES control, or by redesign efforts made necessary because of unforeseen existing conditions.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation or monitoring.
- Design and detailing of drainage systems.
- Traffic impact studies.

- ADA compliance services.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden, PE
Senior Project Manager

Attachments

PROPOSAL ACCEPTANCE

Description of Professional Services:

Services as outlined in the foregoing Professional Services and Fee Proposal.

Project Name:

Morton Street Parking Garage Repairs & Waterproofing - 2019
Bloomington, Indiana

CE Solutions Contract No: 18-167

The following signatures indicate acceptance of the foregoing Professional Services and Fee Proposal. Please execute two copies and return one (1) original fully executed copy of this page to our office. Retain the other copy for your records.

Thank you.

CE Solutions, Inc.



Steven P. Osborn, PE, SE
Principal / President

DATE: October 31, 2018

CLIENT

BY: _____

Printed Name: _____

Title: _____

DATE: _____

Morton Street Parking Garage

Structural Condition Assessment Draft Report

City of Bloomington

Bloomington, Indiana

Project ID: 17-165

August 10, 2018



CITY OF BLOOMINGTON



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RECOMMENDATIONS	4
PRIORITY LEVEL DEFINITION	7
OPINION OF PROBABLE CONSTRUCTION COST	7
CLOSING REMARKS	7

APPENDIX:

A: OPINION OF PROBABLE CONSTRUCTION COST

B: PHOTOGRAPHS

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Figure 2	4th Street Parking Garage - 3D View	1

PROJECT OVERVIEW

We have completed our structural condition assessment of the Morton Street Parking Garage. This assessment involved a comprehensive field investigation, further described in the following sections of this report, to evaluate the current condition of the parking garage. All findings from this assessment are summarized within this report for the purpose of planning and budgeting for future repair and restoration projects in the upcoming years by the City of Bloomington.

Typical plans views, a 3D view, and general information for the Morton Street parking Garage are provided below.

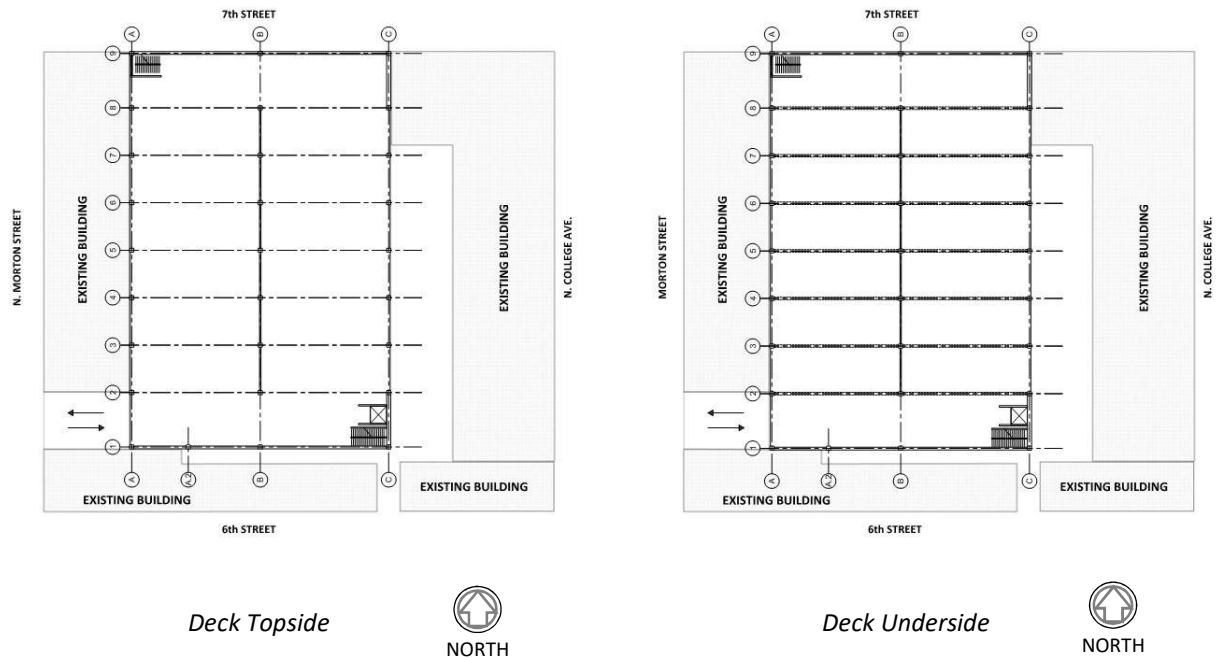


Figure 1: Morton Street Parking Garage – Typical Plan Views



Figure 2: Morton Street Parking Garage – 3D View (looking northeast)

Table 1: Morton Street Parking Garage – General information

Year Built:	2003	Est. parking stalls:	± 568
Size:	186' L x 161' W x 81' H	Vehicular Entrance:	N. Morton Street
		Vehicular Exit:	N. Morton Street
General Construction:	8 Tiers (1st tier partial) – First tier deck is S.O.G with concrete retaining walls, and CMU walls. All other tiers above are cast-in-place concrete elements consisting of post-tension reinforced elevated decks and beams spanning over conventionally reinforced columns. The only entrance/exit to the garage is on its east side (from Morton St.). Original exit used to be on the north side of the garage (7 th street) but this exit has been closed off with bollards.		

APPROACH

Our evaluation was limited to the structural elements (slabs, beams, columns, retaining walls, and staircases). Our evaluation did not include items such as the elevator and elevator shaft located near the southwest staircase, lighting systems, water drainage system, or other similar items not associated with the structural system.

Prior to our assessment, as-built structural drawings of the parking garage were provided to us by Fink, Roberts and Petrie, Inc., the structural engineering firm involved in the original parking garage design. These drawings were dated 2003.

The structural assessment of the parking garage was performed between June 6th and June 25th, 2018 by Carrie L. Walden, PE, Jessica A. Barrios, Mike M. Kelly, EI, Riley M. Sears, Kathryn N. Walker, and Cecilia D. German of our office. Our assessment was completed during the day while the garage was occupied by vehicles. Each day of our assessment, a different section of the parking garage was closed to parking to aid in our assessment of the parking decks.

During our assessment of the parking garage, structural deficiencies and deteriorations were identified through visual examination, hammer sounding, and chain dragging. No destructive investigation, structural instrumentation, monitoring, or testing was performed. Selective photographs taken during the assessment are included in Appendix B. A summary of our findings and recommendations is provided in the following sections.

OBSERVATIONS

During our assessment of Morton Street Garage we encountered a number of deterioration types in the structural components of the garage. Tabulated summary of our observations is contained in Table 2 below. In addition to the observations listed in Table 2, we also noted the existence of a few elements that appear to not have been included in the garage design documents in our possession. These elements consist of:

- Solar panels: installed on a steel roof deck spanning over Z-girts supported by two steel frames. The steel frame columns are W16 shapes anchored to the top of the existing concrete columns across the 8th level west ramp. The solar panels roof structure cover one bay of the ramp.
- Mechanical room: on 7 tier, in front of the elevator. Room is constructed with masonry walls

Table 2: Observations by structural element

STRUCTURAL ELEMENT:	ELEMENT DESCRIPTION:	GENERAL CONDITION:	OBSERVED PREVIOUS REPAIRS:	ASSESSMENT NOTES:	RELATED REPAIRS:
Elevated Deck	<ul style="list-style-type: none"> Cast-in-place, post-tensioned (PT) slab spanning north-south between post-tensioned beams <ul style="list-style-type: none"> Slab thickness: 6" – interior bay 7" – exterior bay Main PT tendons span in the direction of the slab. Temperature tendons extend in the opposite direction Additional mild steel reinforcement is typically #4 at 12" +/- 2" O.C, top and bottom in direction of slab span. Typical slab span: 21'-7" – interior bay 25'-0" – exterior bay Several drain openings throughout the garage 	<ul style="list-style-type: none"> Few structural slab cracks on deck undersides – levels 2-4 Few non-structural (tight) slab cracks on deck topsides – levels 3-6 Small, shallow concrete delaminations on deck topsides Couple of concrete delaminations on deck undersides <ul style="list-style-type: none"> Includes one delamination at a previous patch repair Delaminations of PT end caps – accessible from the north staircase Evidence of water infiltration around PT end caps 	<ul style="list-style-type: none"> Full depth patches on west ramps end – levels 3-7, perhaps infilling an previous pipe penetration PT end cap replacements Level 8 deck sealed with silane 	<ul style="list-style-type: none"> Slight accessibility restriction due to a few cars parked in stalls Only the condition PT end caps accessible from the north stair and the 8th level east ramp was assessed through hammer sounding <ul style="list-style-type: none"> Assessment of all other PT end caps through visual inspection of the exterior of the garage Visual assessment of the deck underside only due to height limitations – at level 2 	3A 3B 3C 3D 3E 3F 3G
Beams	<ul style="list-style-type: none"> Post-tensioned beam types include: <ul style="list-style-type: none"> Girders: 14" wide x 37"/38" deep typical slab support beams, spanning between columns Upturned "bumper" beams: typically 16" wide x 49" deep. <ul style="list-style-type: none"> "Bumper" beams at north/south end of the garage have a span of 57'-9" "Bumper" beams along the east perimeter exterior bays have a span of 25'-0" 	<ul style="list-style-type: none"> Soft concrete and minor delaminations on various levels Few tight structural cracks Spider cracking on 4 level north end "bumper" beams Evidence of tall vehicles slightly scragging the bottom of girders as they traverse through the garage 	None	<ul style="list-style-type: none"> Visual assessment of beams only due to height limitations – at level 2 	1A 1B 1C 1D
Columns	<ul style="list-style-type: none"> 24" x 24" cast-in-place, conventionally reinforced concrete columns 	<ul style="list-style-type: none"> Some exposed, reinforced steel visible within sound concrete Corroding anchors of bumper tendons on all levels Minor delaminations on various levels Very tight horizontal (spider) cracking on all levels Structural cracks of the following type: <ul style="list-style-type: none"> Spider cracking often originating from bumper tendons anchors Hairline cracks – diagonal, horizontal Significant diagonal cracks in numerous locations, above and below where decks frame into columns Visible framing beam PT end caps on the column surface – two locations 	<ul style="list-style-type: none"> Skim coat at framing beam PT end caps and construction joints 	<ul style="list-style-type: none"> Slight accessibility restriction due to a few cars parked in stalls 	1C 2A 2B 2C 2D 2E 2F 2G 2H
Retaining Walls	<ul style="list-style-type: none"> 8" to 12" thick concrete retaining walls Cast-in-place and conventionally reinforced Located around perimeter of first level and the second level (partially – SOG) Masonry walls on top of the retaining walls adjacent to existing building on the 1st level west ramp 	<ul style="list-style-type: none"> Multiple vertical cracks <ul style="list-style-type: none"> No leak was observed thus no repair is recommendation is provided 	None	<ul style="list-style-type: none"> Only visible portions of the retaining walls were assess 	
Staircases	<ul style="list-style-type: none"> Staircases located on: southwest (next to elevator shaft) and northwest of the garage Staircases are steel framed with reinforced concrete topping on treads and landings On 8th level staircases (and elevator shaft) are enclosed with a steel framed roof and glass curtain walls 	<ul style="list-style-type: none"> Corroded steel tread pans - especially in northwest staircase Cracking on concrete stair landings Few corroded stair tread nosing A couple of corroded steel plates and landing steel member 	<ul style="list-style-type: none"> Surfaced appears to have been painted recently on the upper levels 		4A 4B 4C 4D
Exterior	<ul style="list-style-type: none"> Colorful mural painted over concrete on north face of garage Large "Parking" sign connected to northeast corner column of garage Garage is surrounded by buildings partially adjacent to it except for: <ul style="list-style-type: none"> West side – fully adjacent to existing apartment building North side – adjacent to sidewalk 	<ul style="list-style-type: none"> Evidence of water infiltration around beam and slab PT end caps Minor concrete surface deterioration near/at joints Corroded "Parking" sign steel connection to column Vertical joint material between the garage structure and adjacent buildings showed sign of wear 	None	<ul style="list-style-type: none"> Exterior repairs included in the repair recommendation provided for each respective structural elements Visual assessment of Exterior only, completed at a distance (from ground level) 	1C 2D 5A

RECOMMENDATIONS

We recommend the following repairs to address the current structural concerns; please note repair ID numbers are for reference only and are not indicative of priority level.

Table 3: Morton Street Parking Garage – Recommended repairs

REPAIR ID:	DETERIORATION DESCRIPTION:	QUANTITY:	PROPOSED REPAIR:	IMPACTED ELEMENT:	PRIORITY LEVEL:	REPRESENTATIVE PHOTO:
1A	Structural cracks in concrete (interior and exterior)	39 LF	Epoxy Injection	Beams, Exterior	HIGH	1902
1B	Concrete delaminations	18 SF	Partial Depth Patch	Beams	HIGH	1903
1C	Evidence of water infiltration around PT End Caps	718 SF	Apply Elastomeric Coating	Beams and Columns, Exterior	HIGH	2380
1D	Spider cracking and non-structural leaking cracks in concrete	655 SF	Apply Silane Sealer	Beams	MED	1857
2A ¹	Structural cracks in concrete	247 LF	Epoxy Injection	Columns	HIGH	1637
2B	Concrete spalls and delaminations	15 SF	Partial Depth Patch	Columns	HIGH	1853
2C	Spider cracking and hairline cracks (interior)	1365 SF	Apply Silane Sealer	Columns	HIGH	2200
2D	Spider cracking and hairline cracks (exterior)	496 SF	Apply Silane Sealer	Columns Exterior	HIGH	2364
2E	Minimally exposed, corroded steel within sound concrete	3 LF	Clean and Coat	Columns	MED	2036

Table 3 (continued): Recommended repairs

REPAIR ID:	DETERIORATION DESCRIPTION:	QUANTITY:	PROPOSED REPAIR:	IMPACTED ELEMENT:	PRIORITY LEVEL:	REPRESENTATIVE PHOTO:
2F	Corroded bumper tendons (including anchors)	312 LS	Clean and Coat Tendon Ends and Anchors	Columns	MED	1848 & 1856
2G	Evidence of water infiltration around PT End Caps	12 SF	Apply Elastomeric Coating	Columns	HIGH	1854
2H	Minimally corroded "Parking" Sign tube connection	2 EA	Clean and Paint	Columns	MED	2356
3A	Concrete Delamination (topside and underside)	78 SF	Partial Depth Patch	Decks	MED	2871
3B	Structural cracks in concrete slab (underside)	68 LF	Epoxy Injection	Decks	HIGH	2238
3C	Non-structural cracks in concrete slab (topside)	176 LF	Route cracks and Seal with joint sealant	Decks	MED	2069
3D	Delamination of PT End Cap (accessible from the staircase)	9 EA	Re-pack PT End Cap	Decks	HIGH	2391
3E	Evidence of water infiltration around PT End Caps (exterior)	1,631 SF	Apply Elastomeric Coating	Decks Exterior	HIGH	2372
3F	PT End Caps Waterproofing (interior – accessible from the staircase)	63 SF	Apply Elastomeric Coating	Decks	MED	1876

Table 3 (continued): Recommended repairs

REPAIR ID:	DETERIORATION DESCRIPTION:	QUANTITY:	PROPOSED REPAIR:	IMPACTED ELEMENT:	PRIORITY LEVEL:	REPRESENTATIVE PHOTO:
3G	Evidence of water infiltration through construction joint	195 LF	Replace Urethane Joint Sealant	Decks	MED	1896 & 1900
4A	Corroded steel members (no loss of section)	3 EA	Clean and Paint	Staircases	HIGH	2388
4B	Stair landing topping slab cracks	108 LF	Epoxy Injection	Staircases	HIGH	2390
4C	Significantly corroded stair tread pans	37 EA	Install Supplemental Steel to existing tread pans	Staircases	HIGH	2389
4D	Significantly corroded stair tread nosing	3 EA	Replace Nosing	Staircases	HIGH	
5A	Deteriorated vertical joint material	50 LF	Replace vertical Joint Sealant	Exterior	MED	2351
Notes: 1. Columns structural cracks in repair 2A shall be closely monitored upon epoxy injection 2. See Appendix B for representative photos. Photo number would be preceded by the letters DSCN						

PRIORITY LEVEL DEFINITION

All repair recommendations provided in the previous section have been assigned priority levels based on the urgency of the repair and location. These priority levels are based upon our professional opinion and are briefly defined and explained in the table below:

PRIORITY LEVEL:	DEFINITION:
HIGH	<ul style="list-style-type: none">• Structural deficiencies within primary structural elements that will adversely impact performance of elements if not addressed• Needed repairs to waterproofing joints and application of coatings that directly help protect highly susceptible structural elements from water and deicing chemicals exposure• Structural or non-structural deficiencies that could pose falling debris hazard
MED	<ul style="list-style-type: none">• Needed repairs to waterproofing joints and application of coatings that directly help protect structural elements from water and deicing salts exposure• Early-state structural deficiencies within primary or secondary structural elements that may adversely impact performance of elements if not addressed• Non-structural deficiencies within non-structural elements that may adversely impact performance of elements if not addressed

OPINION OF PROBABLE STRUCTURAL CONSTRUCTION COST

Appendix A contains the Opinion of Probable Structural Construction Cost (OPSCC). Dollar amounts are current as of the date of the study (August 2018). OPSCC assumes a repair project would be performed in this garage within the next year. If the project is delayed beyond the summer of 2019, additional deterioration may increase the anticipated construction cost.

CLOSING REMARKS

In closing, please note that our structural condition assessment of the Morton Street Parking Garage was limited strictly to those items identified in this report and to the extent noted. Should unforeseen deficiencies exist (structural or non-structural), they are beyond the scope of this structural condition assessment. Should you have any questions or wish to discuss this matter further, please do not hesitate to contact CE Solutions.



Carrie L. Walden, PE
Senior Project Manager

**APPENDIX A – OPINION OF PROBABLE STRUCTURAL
CONSTRUCTION COST**

OPINION OF PROBABLE STRUCTURAL CONSTRUCTION COST

WORK ITEM	PRIORITY	QUANTITY	UNIT	UNIT COST	TOTAL
Cost opinion assumes garage remains operational during repair, with closures by level and as needed to facilitate the work.					
STRUCTURAL REPAIRS					
1. Structural cracks in concrete – all elements excluding stair landings Epoxy injection	HIGH	353	LF	\$100.00	\$35,317.00
2. Concrete spalls and delaminations – beams underside, columns, decks underside Overhead/vertical partial depth patch	HIGH	39	SF	\$200.00	\$7,817.00
3. Evidence of water infiltration around PT End Caps – beams, columns, decks (exterior) Apply elastomeric coating	HIGH	2,361	SF	\$35.00	\$82,641.00
4. Delamination of PT end caps – decks Re-Pack PT End Caps	HIGH	9	EA	\$150.00	\$1,350.00
5. Spider cracking and hairline cracks – column (exterior) Apply silane sealer	HIGH	496	SF	\$12.00	\$5,952.00
6. Stair landing topping slab cracks – staircases Epoxy Injection	HIGH	108	SF	\$100.00	\$10,750.00
7. Corroded stair tread nosing – staircases Stair tread nosing replacement	HIGH	3	SF	\$250.00	\$750.00
8. Corroded stair tread pan – staircases Stair tread nosing strengthening	HIGH	37	EA	\$300.00	\$11,100.00
9. Corroded steel landing members – staircases Clean and paint	HIGH	3	EA	\$250.00	\$750.00
10. Spider cracking, hairline cracks and non-structural cracks – beams, columns Apply silane sealer	MED	2,020	SF	\$6.00	\$12,120.00
11. Minimally exposed, corroded steel within sound concrete – beams, columns Removal of loose concrete, clean and coat exposed steel	MED	3	LF	\$30.00	\$90.00
12. Minimally corroded "Parking" Sign tube connection – columns Clean and paint connection steel	MED	2	EA	\$250.00	\$500.00
13. Corroded bumper tendons (including anchors) – columns Clean and coat	MED	1	LS	\$6,000.00	\$6,000.00
14. Interior PT End Caps waterproofing (accessible from the staircase) – decks Apply Elastomeric Coating	MED	63	SF	\$35.00	\$2,205.00
15. Concrete delaminations – decks topside Horizontal partial depth patch	MED	72	SF	\$100.00	\$7,175.00
16. Non-structural cracks in concrete slab – deck topside Rout cracks and seal with joint sealant	MED	176	LF	\$10.00	\$1,760.00
18. Evidence of water infiltration through construction joint – decks Replace urethane joint sealant	MED	195	LF	\$10.00	\$1,950.00
17. Deteriorated vertical joint material – exterior Replace vertical joint sealant	MED	50	LF	\$20.00	\$990.00
High Priority Subtotal					\$156,427
Medium Priority Subtotal					\$32,790
Subtotal - all priorities					\$189,217
General Conditions	20	%			\$37,843.40
Mobilization and Demobilization	10	%			\$18,921.70
Contingency	10	%			\$18,921.70
GRAND TOTAL - all priorities					\$264,904

Notes:

1. All costs are current as of the time of the report submission (August 2018)
2. Subtotals are exclusive of contractor GC, OH&P and contingency

APPENDIX B – PHOTOGRAPHS



DSCN1637



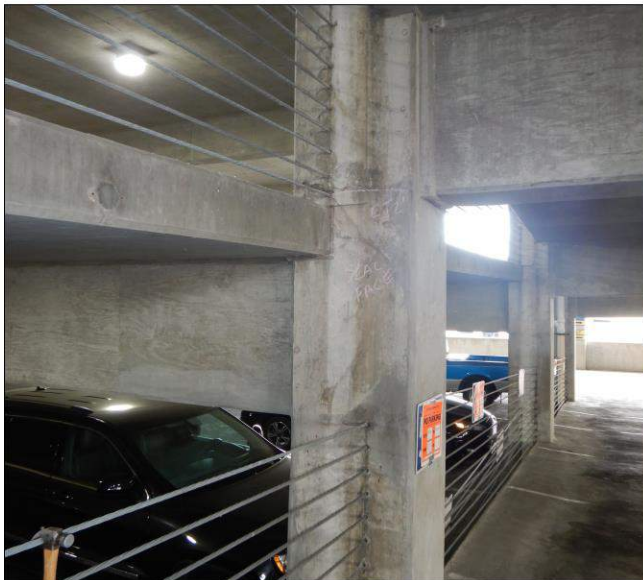
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DSCN1857



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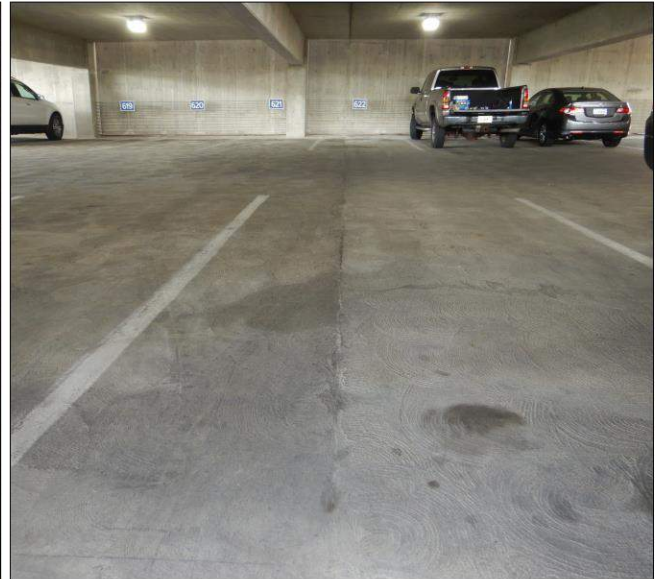
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DSCN1902



DSCN1903



DSCN2032



DSCN2036



DSCN2038



DSCN2069



DSCN2076



DSCN2200



DSCN2217



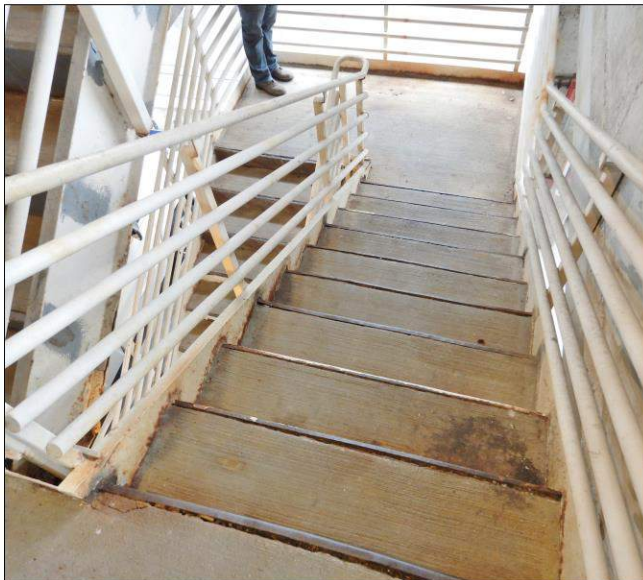
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DSCN2343



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DSCN2356



DSCN2364



DSCN2372



DSCN2380



DSCN2388



DSCN2389



DSCN2390



DSCN2391



DSCN2393



DSCN2394



DSCN2871

**ADDENDUM #2 TO SERVICES AGREEMENT WITH
CE SOLUTIONS, INC., FOR STRUCTURAL ENGINEERING SERVICES TO
DEVELOP CONSTRUCTION DOCUMENTS FOR REPAIRS AT
THE MORTON STREET PARKING GARAGE**

This Addendum #2 supplements the Structural Engineering Services to Assess the Condition of City of Bloomington Parking Garages Service Agreement between City of Bloomington (CITY) and CE Solutions, Inc. (CONSULTANT) entered into on October 17, 2017, and Addendum #1 entered into on August 21, 2018, as follows:

1. **Article 4 – Compensation:** This Article states, in part: “Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or expenses incurred.”

CONSULTANT prepared a Conditional Assessment Report dated September 4, 2018, which detailed the needed repairs and waterproofing at the Morton Street and Walnut Street Parking garages. This Addendum #2 is for Additional Services to be performed at the Morton Street Parking Garage only. The Additional Services and the Fee Adjustment of Fifty-Two Thousand, Seven Hundred Fifty Dollars (\$52,750.00) for these Additional Services are contained in letter dated October 31, 2018, from CE Solutions, Inc., which is attached hereto and incorporated herein as Attachment A.

Upon completion of all services under this Agreement, the total compensation paid including fees and expenses shall not exceed the amount of Two Hundred Nineteen Thousand, Eight Hundred Fifty Dollars (\$219,850.00).

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

IN WITNESS WHEREOF, CITY and CONSULTANT, by their authorized representatives, have hereunto subscribed their names this 13th day of November, 2018.

CE SOLUTIONS, INC.

By: _____
Steven P. Osborn, PE, SE
Title: Principal / President

CITY OF BLOOMINGTON, INDIANA

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

By: _____
Philippa M. Guthrie
Title: Corporation Counsel

By: _____
Adam Wason
Title: Director, Public Works Department

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/9/2018	Payroll				395,953.84
					<u>395,953.84</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 \$ 395,953.84

Dated this 13th day of November year of 2018.

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: Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Mitchell Street Sidewalk Project.

Petitioner/Representative: Planning and Transportation Department

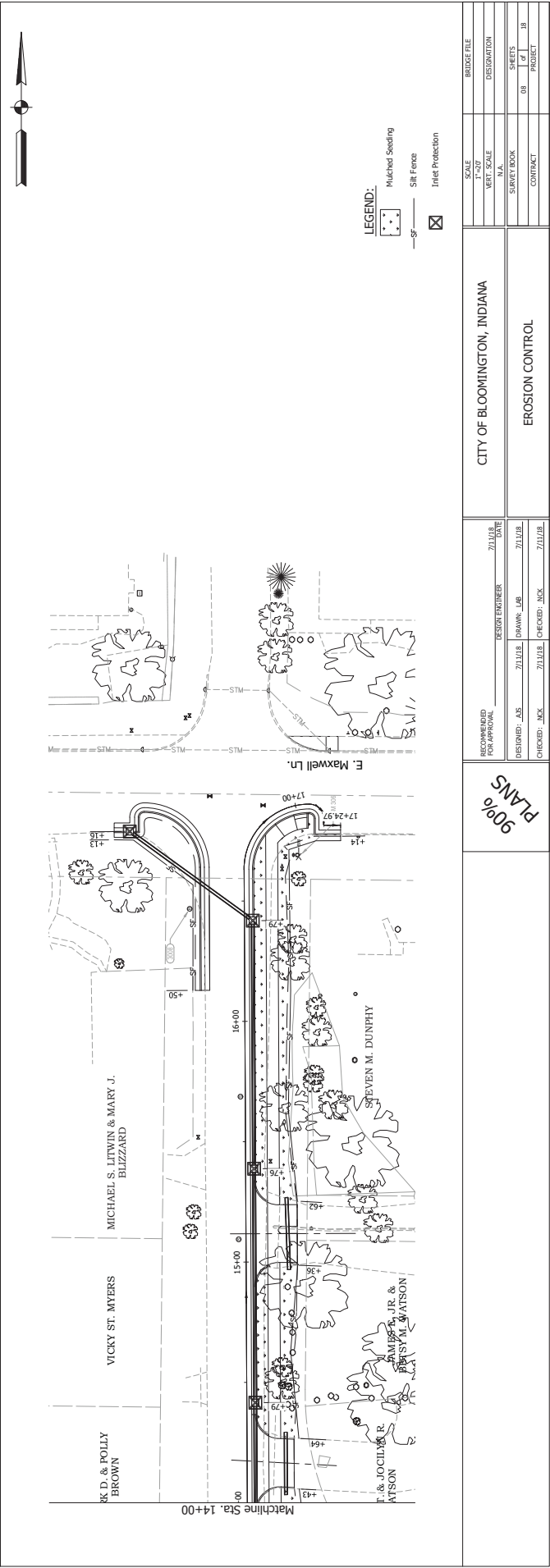
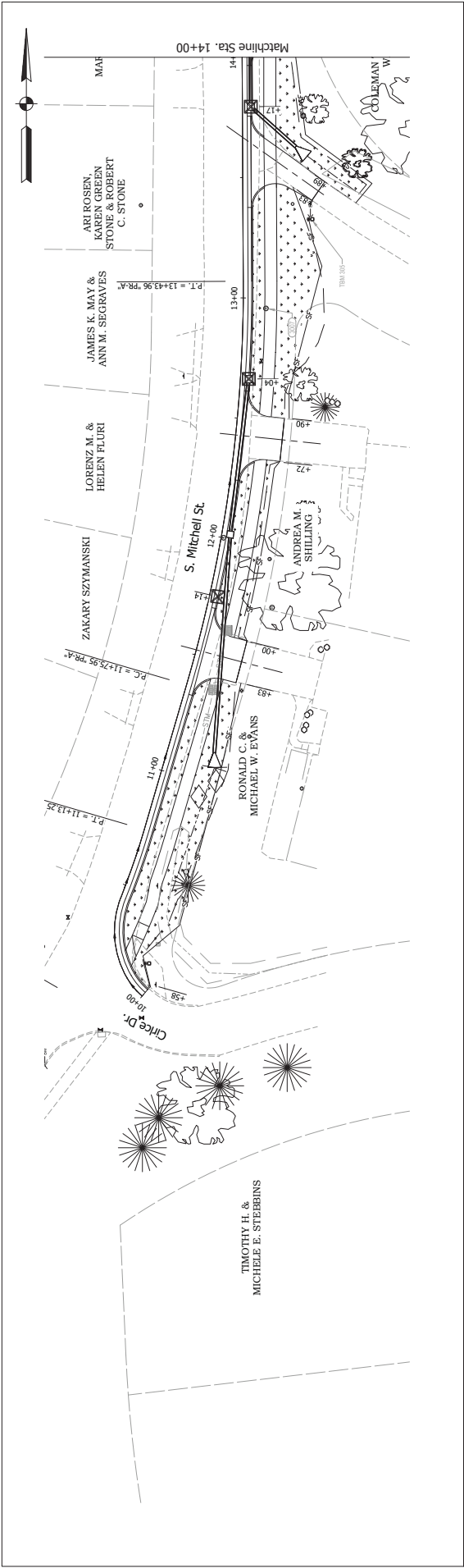
Staff Representative: Roy Aten

Date: 10/30/2018

Report: The City will be moving forward this fall on a 2018 Council Sidewalk Committee project that will install a new sidewalk along the eastern right-of-way of South Mitchell Street, from East Maxwell Lane to East Circle Drive. An element of this project will be the installation of a new storm sewer on Mitchell Street. This MOU outlines the commitment by the City of Bloomington Utilities Department (CBU) to contribute to the cost of the construction of the new storm sewer. The cost associated with CBU's portion of the project is estimated at \$43,855.00. The remaining portion of the project will be paid for by the City Council Sidewalk Committee Alternative Transportation Fund.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Mitchell Street Sidewalk Project.

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON PLANNING & TRANSPORTATION
DEPARTMENT
FOR PAYMENT OF COSTS FOR
INSTALLATION OF STORM UTILITIES AS PART OF THE MITCHELL SIDEWALK
PROJECT**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“Planning & Transportation”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

WHEREAS, Planning & Transportation is engaged in the design and construction of certain improvements from Circle Drive to Maxwell Street on Mitchell Street, as part of a City Council Sidewalk Committee project known as Sidewalk Improvement Plan, S. Mitchell Street (“Project”); and,

WHEREAS, the Project plans include, among other things, installation of certain storm sewer infrastructure which conflicts with the existing water main; and

WHEREAS, as part of its water main replacement program, CBU intends to relocate existing CBU owned water works infrastructure located in the Project area prior to the installation of the storm sewer infrastructure; and shall be responsible for 100% of the costs associated therewith; and

WHEREAS, the current estimate for the cost of installation of the storm sewer infrastructure alone is approximately \$45,000.00; and

WHEREAS, CBU intends to be responsible for the cost of all of the actual work paid to the Contractor pursuant to the contract and any addenda to the contract for the new storm sewer installation work in an amount not to exceed \$45,000.00; and

WHEREAS, Public Works intends to pave Mitchell Street after the Project is complete.

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

1. Water Main Relocation: CBU shall be responsible for the relocation of the water main located in the Project area. CBU shall complete all water main relocation work prior to commencement of Project construction. CBU shall be responsible for 100% of the costs associated with water main relocation.

2. Storm Sewer Installation: Planning and Transportation shall be responsible for bid letting, selection of the Contractor and the installation of the new storm sewer infrastructure as part of its Project. CBU shall be responsible for the cost of the work associated with the new storm sewer installation that is actually paid to the Contractor pursuant to the contract and any addenda to the contract in an amount not to exceed \$45,000.00. Planning and Transportation shall be responsible for any and all costs associated with storm sewer installation exceeding \$45,000.
3. Inspections: CBU shall assist in regularly conducted construction inspections of the storm sewer infrastructure and final acceptance of the new storm sewer infrastructure shall not occur until CBU has fully inspected and approved the newly installed storm sewer infrastructure.
4. Paving Mitchell Street: Public Works will pave Mitchell Street after the Project is complete and final acceptance has occurred.
5. Schedule of Values: Planning and Transportation shall require Contractor to submit a schedule of values that delineates clearly the costs associated with installing the new storm sewer infrastructure. The schedule of values shall be submitted to Planning and Transportation and inspected by CBU prior to issuance of a notice to proceed to the Contractor.
6. Payment Process:
 - A. Contractor shall submit its invoices to Planning and Transportation. Planning and Transportation shall ensure that all invoices submitted by Contractor reference the Schedule of Values and show a work completion percentage. Planning and Transportation shall promptly forward any and all invoices that include costs associated with new storm sewer installation to CBU. CBU shall verify invoice accuracy and process payment directly to the Contractor up to the not to exceed amount of \$45,000.
 - B. Because this Project is expected to cost more than \$150,000, an Escrow Agreement will be required. CBU shall pay ninety-five percent (95%) of its costs directly to the Contractor and shall pay the remaining five percent (5%) into the Escrow Agreement which Planning and Transportation will establish before Project work begins.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Julie Roberts, President Date

Attest:

Holly McLauchlin, Secretary to the Board

Date _____

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, President Date

Beth H. Hollingsworth, Vice President Date

Dana Palazzo, Secretary Date



Board of Public Works Staff Report

Project/Event: Approve Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Walnut Street Sidewalk Project.

Petitioner/Representative: Planning and Transportation Department

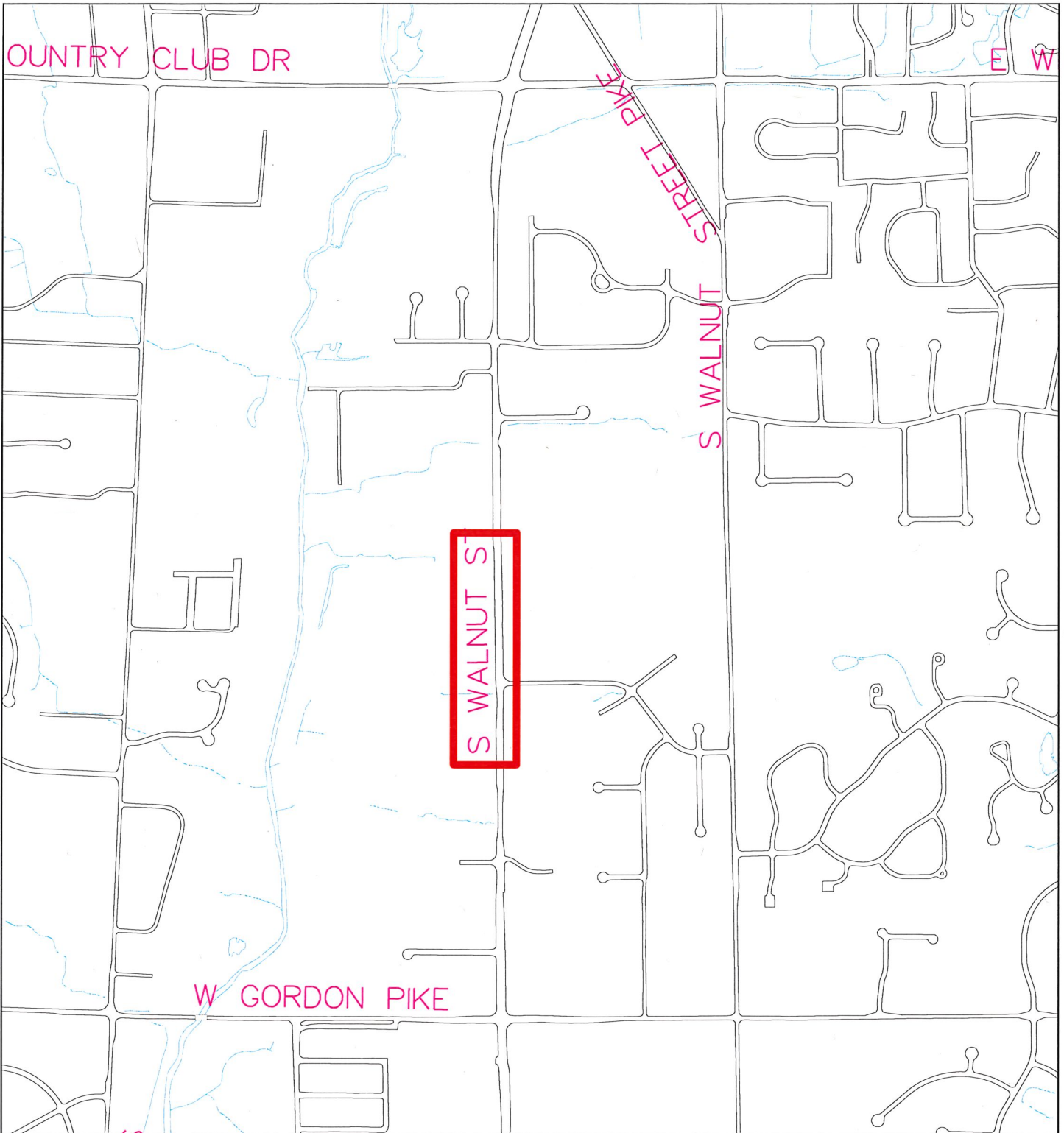
Staff Representative: Roy Aten

Date: 10/30/2018

Report: The City will be moving forward this fall on a 2018 Council Sidewalk Committee project that will reconstruct a sidewalk along the western right-of-way of South Walnut Street, from 650 FT south of Burks Drive to 1000 FT north of Burks Drive. Concurrently, the City of Bloomington Utilities Department (CBU) is required to bring into compliance 850 FT of sidewalk adjacent to their facilities at [3230 S Walnut Street](#). This MOU outlines the commitment by CBU to pay for the portion of the project that is associated with the installation of the sidewalk adjacent to their property. The Engineering estimate for the CBU cost of their portion of the project is \$24,000.00. The remaining portion of the project will be paid for by the City Council Sidewalk Committee Alternative Transportation Fund.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Memorandum of Understanding with the City of Bloomington Utilities Department for Construction Cost Sharing on the Walnut Street Sidewalk Project.

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



South Walnut Street Sidewalk Project

By: ateno
23 Oct 18



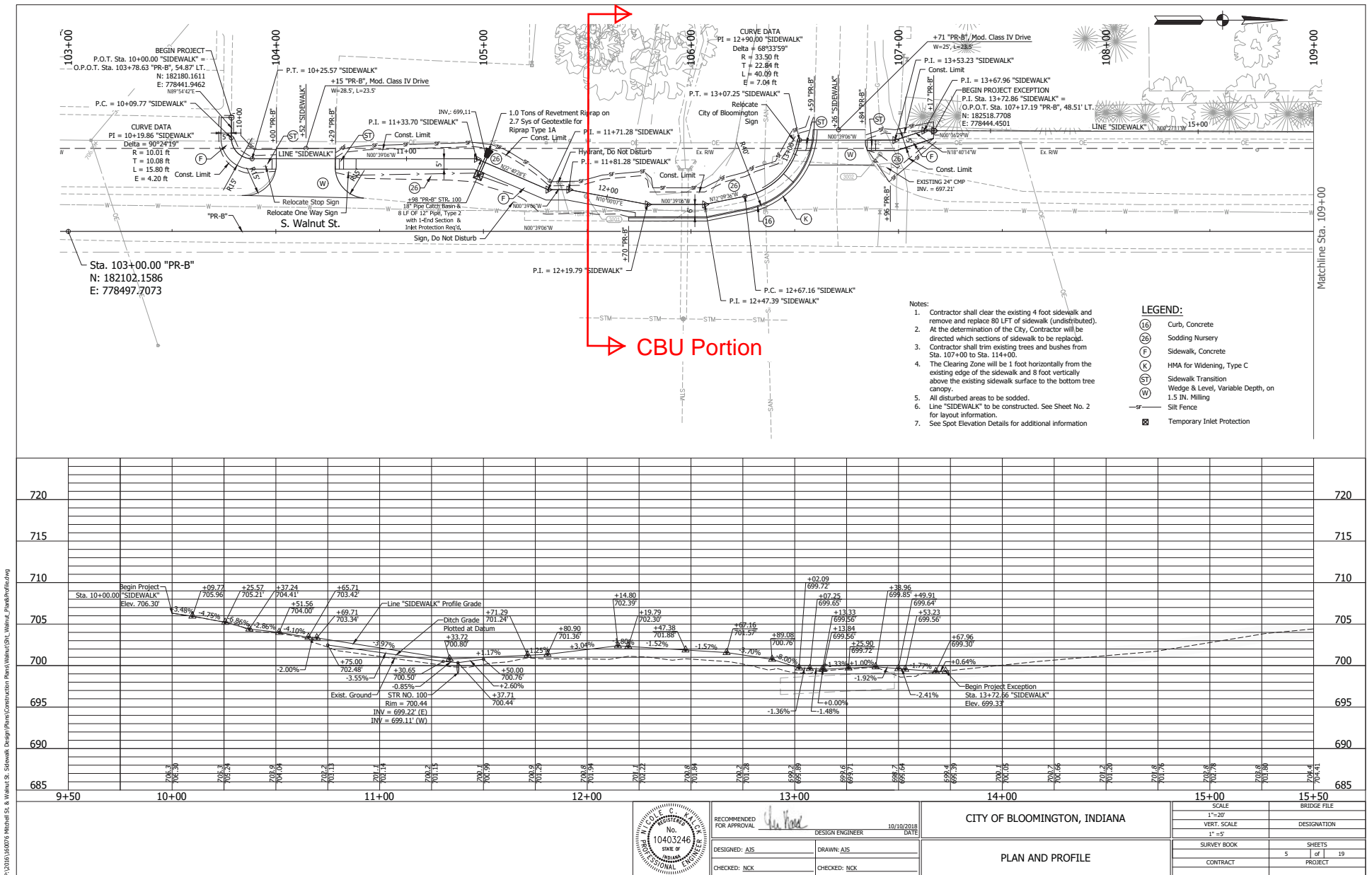
For reference only; map information NOT warranted.

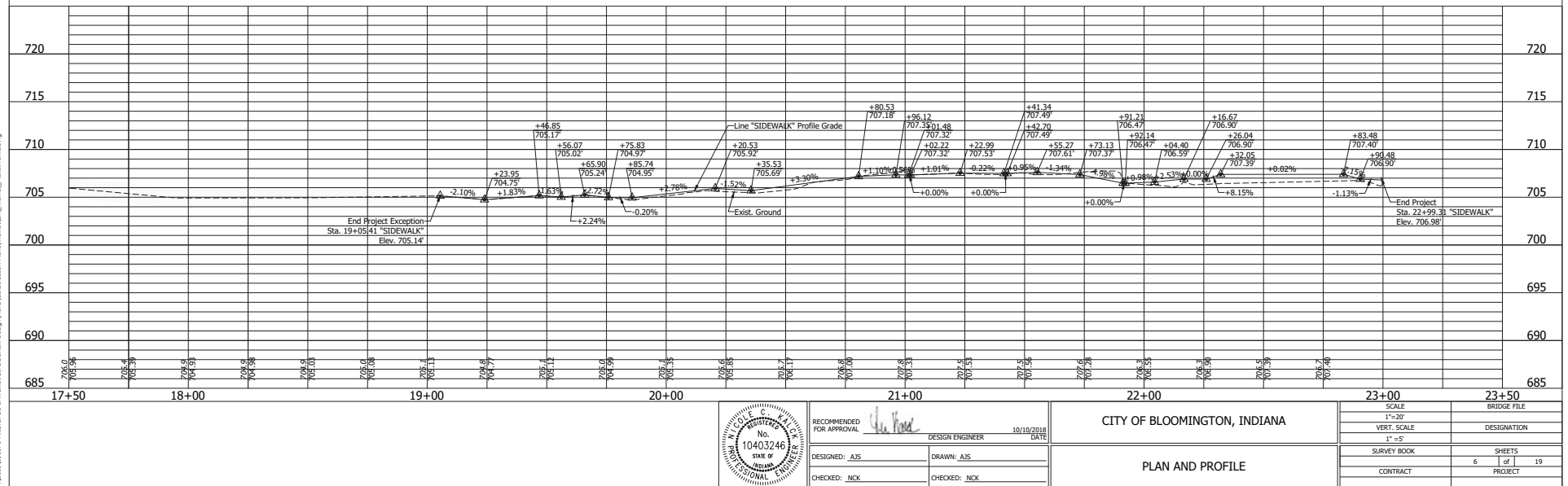
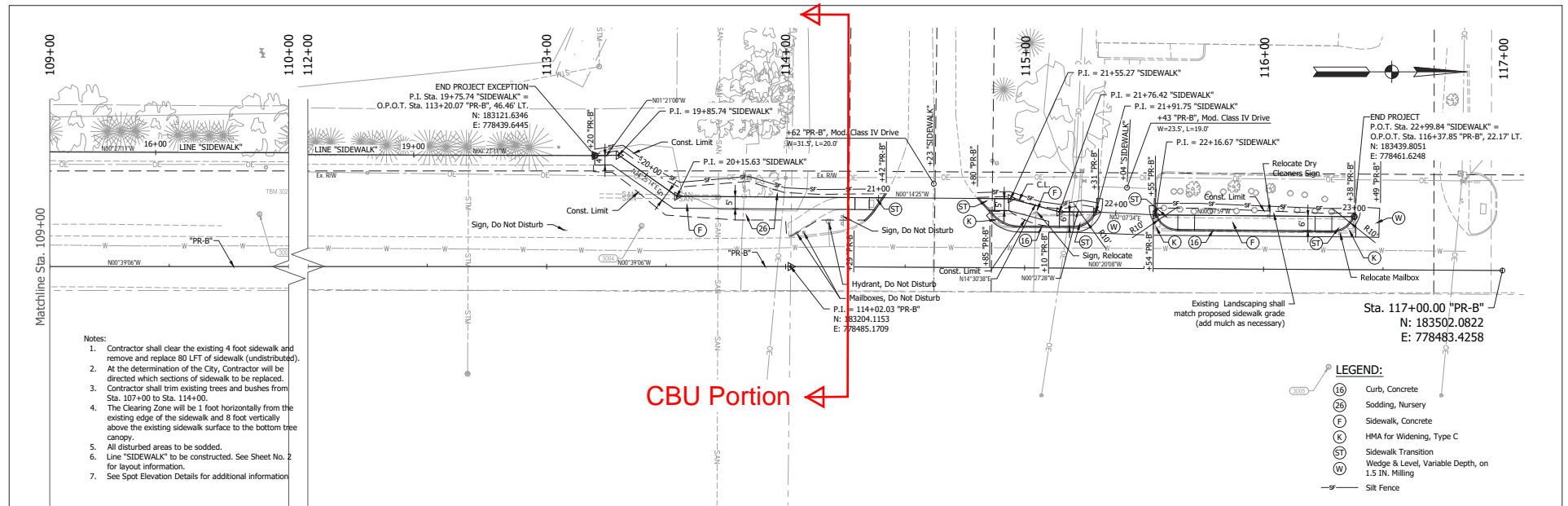
City of Bloomington



Scale: 1" = 800'







**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON PLANNING AND
TRANSPORTATION DEPARTMENT AND
THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT
FOR THE PAYMENT OF CONSTRUCTION COSTS FOR
SIDEWALK INFRASTRUCTURE INSTALLATION BETWEEN
3230 S. WALNUT STREET AND 3380 S. WALNUT STREET**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“P&T”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

WHEREAS, P&T is already engaged in the design and construction of certain improvements between 3140 S. Walnut Street and 3380 S. Walnut Street, as part of a City Council Sidewalk Committee project known as Sidewalk Improvement Plan, South Walnut Street Sidewalk (“Project”); and,

WHEREAS, CBU is preparing to construct a water station on real estate located at 3250 S. Walnut Street, which will include, among other things, the installation of certain sidewalk improvements between 3170 S. Walnut Street and 3380 S. Walnut Street; and,

WHEREAS, CBU shall be responsible for 100% of the cost associated with the water station construction; and,

WHEREAS, the current cost estimate for sidewalk installation alone between 3170 S. Walnut Street and 3380 S. Walnut Street is \$24,000.00; and,

WHEREAS, CBU intends to be responsible for the cost of all of the actual work paid to the Contractor pursuant to the contract and any addenda to the contract for the sidewalk installation between 3170 S. Walnut Street and 3380 S. Walnut Street in an amount not to exceed \$24,000.00; and,

WHEREAS, P&T will pay for the rest and remainder of the costs associated with the installation of said sidewalk infrastructure; and,

WHEREAS, P&T and CBU wish to memorialize these understandings.

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

1. Water Station Construction: CBU shall be responsible for the construction of the water station in the Project area. CBU shall be responsible for 100% of the costs associated with this water station construction.
2. Sidewalk Installation: P&T shall be responsible for quote letting, selection of the Contractor and the installation of the new sidewalk as part of its Project. CBU shall be responsible for the cost of the work associated with the new sidewalk installation, between 3170 S. Walnut Street and 3380 S. Walnut Street, which is actually paid to the Contractor pursuant to the contract and any addenda to the contract in an amount not to exceed \$24,000.00. P&T shall be responsible for any and all costs associated with sidewalk installation exceeding \$24,000.00.
3. Schedule of Values: P&T shall require Contractor to submit a schedule of values that delineates clearly the costs associated with constructing the sidewalk between 3170 and 3380 S. Walnut St. The schedule of values shall be submitted to P&T and inspected by CBU prior to issuance of a notice to proceed to the Contractor.
4. Payment Process: Contractor shall submit its invoices to P&T. P&T shall ensure that all invoices submitted by Contractor reference the Schedule of Values and show a work completion percentage. P&T shall promptly forward any and all invoices that include costs associated with sidewalk installation to CBU. CBU shall verify invoice accuracy and process payment directly to the Contractor up to the not to exceed amount of \$24,000.00.
5. This Memorandum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Julie Roberts, Date
President

Attest:

Holly McLauchlin, Date
Secretary to the Board

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Kyla Cox Deckard, Date
President

Beth Hollingsworth, Date
Vice-President

Dana Palazzo, Date
Secretary



Board of Public Works Staff Report

Project/Event: IU Forest Quadrangle Sewer Lateral Replacement
Staff Representative: Sara Gomez
Petitioner/Representative: Reed and Sons Construction, Inc.
Date: November 13th, 2018

Report: Reed and Sons Construction is requesting a temporary traffic lane and sidewalk closure at 1725 E. 3rd St to facilitate a sewer lateral repair for Indiana University's Forest Quadrangle. The traffic control would be in place during Indiana University and MCCSC Thanksgiving Break from November 19th, 2018 through November 23rd, 2018.

Reed and Sons Construction has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Reed and Sons Construction for the temporary traffic lane and sidewalk closure at 1725 E. 3rd St.

Recommend ☒ **Approval** ☐ **Denial by**

Sara Gomez

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

October 31, 2018

Board of Public Works
City of Bloomington
401 N Morton Street
Bloomington, IN 47404

RE: East Third Street Lane Restrictions

Dear Board Members:

Reed and Sons Construction is planning a sewer line installation for Forest Quad. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of the north Side of East Third Street in front of Forest Quad – 1725 East. Third Street, as well as the closure of the sidewalk along the North side of East Third Street at this same address. In accordance with the attached Management of Traffic Plan, Reed and Sons, along with Indiana University is requesting these closures be done during the Thanksgiving Break week – beginning on November 19th through November 23rd. The lane restriction will be periodic, and will not be the entire week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We will also notify any adjacent neighbors this may affect. Therefore Reed and Sons Construction is respectfully requesting that the Board of Public Works approve the restriction and sidewalk closure reference above from November 19th – 23rd, 2018.

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

October 31, 2018

Current Resident
1624 East Third Street
Bloomington, IN 47406

RE: East Third Street Lane Restrictions

Dear Resident:

This letter is to inform you about a project in your area that will restrict lane access in the northbound lane of East Third Street in the area of 1725 – in front of Forest Quad. Reed and Sons Construction is planning a new sewer line installation for Forest Quad. In order to facilitate this project, Reed and Sons will temporarily close the north Side of East Third Street in front of Forest Quad – 1725 East. Third Street, as well as the closure of the sidewalk along the North side of East Third Street at this same address. These closures will be done during the Thanksgiving Break week – beginning on November 19th through November 23rd. The lane restriction will be periodic, and will not be the entire week.

If you have any questions or concerns about this project – please feel free to contact me at the number listed above.

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

October 31, 2018

Ron Porter
Bloomington, IN 47402

RE: East Third Street Lane Restrictions

Dear Mr. Porter:

Could you please pass the enclosed information on to the following people that we will be doing a project that might potentially affect their properties?

Trustees of Indiana University at 1708 East 3rd Street.
IU Foundation located at: 1610 East Third Street

This letter is to inform you about a project in your area that will restrict lane access in the northbound lane of East Third Street in the area of 1725 – in front of Forest Quad. Reed and Sons Construction is planning a new sewer line installation for Forest Quad. In order to facilitate this project, Reed and Sons will temporarily close the north Side of East Third Street in front of Forest Quad – 1725 East Third Street, as well as the closure of the sidewalk along the North side of East Third Street at this same address. These closures will be done during the Thanksgiving Break week – beginning on November 19th through November 23rd. The lane restriction will be periodic, and will not be the entire week.

If you have any questions or concerns about this project – please feel free to contact me at the number listed above.

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

October 31, 2018

Reza Kaffash
PO Box 22
Bloomington, IN 47402

RE: East Third Street Lane Restrictions

Dear Home Owner:

This letter is to inform you about a project in your area that will restrict lane access in the northbound lane of East Third Street in the area of 1725 – in front of Forest Quad. Reed and Sons Construction is planning a new sewer line installation for Forest Quad. In order to facilitate this project, Reed and Sons will temporarily close the north Side of East Third Street in front of Forest Quad – 1725 East Third Street, as well as the closure of the sidewalk along the North side of East Third Street at this same address. These closures will be done during the Thanksgiving Break week – beginning on November 19th through November 23rd. The lane restriction will be periodic, and will not be the entire week.

If you have any questions or concerns about this project – please feel free to contact me at the number listed above.

Sincerely,



R. Shannon Reed
President



Forest Quadrangle
Parking - West

Forest Quadrangle

E 3rd St

E 3rd St

E 3rd St

E 3rd St

E 3rd St

S Rose Ave

S Rose Ave

S Mitchell St

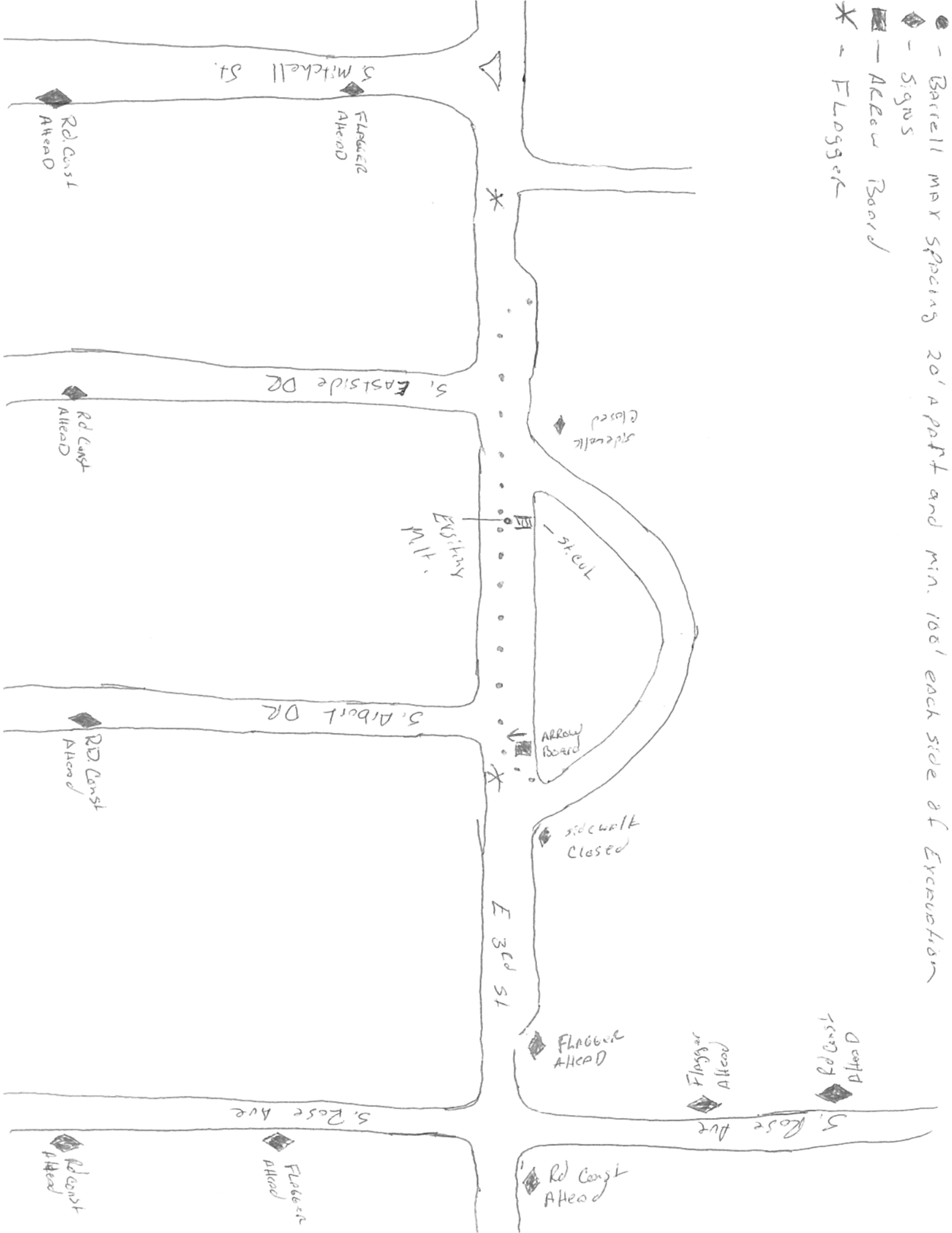
S Eastside Dr

S Arbutus Dr

S Rose Ave

Lutheran Campus
Ministry Elca

- Barricade max spacing 20' apart and min. 100' each side of Excavation
- Signs
- Arrow Board
- Flagger





Board of Public Works Staff Report

Project/Event: Vectren Easement Request
Staff Representative: Sara Gomez
Petitioner/Representative: Vectren/Greg Mathias
Date: November 13th, 2018

Report: Vectren is requesting an easement on the City of Bloomington owned property located at the northwest corner of E 4th St and S Washington St (metered parking lot). This request is to accommodate a gas line replacement project which includes relocating an existing gas main from the north-south alley easterly to the property drive entrance.

Personnel from Legal, Public Works and City of Bloomington Utilities have been involved in reviewing and recommending changes to the easement request. Vectren has been cooperative in making the requested changes.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Vectren for the easement.

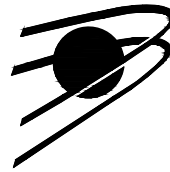
Recommend ☒ **Approval** ☐ **Denial by**

Sara Gomez



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100
317-826-7110 FAX

Engineering
Surveying
GIS · LIS



VECTREN

Permanent Easement
BSCI N-585 Bloomington
Pt SW 1/4 Sec 33-9N-1W
Bloomington Township
Monroe County, Indiana

Exhibit "A"

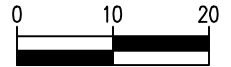
LEGEND

- Permanent Easement

- Denotes Deed Line
or Ownership Change



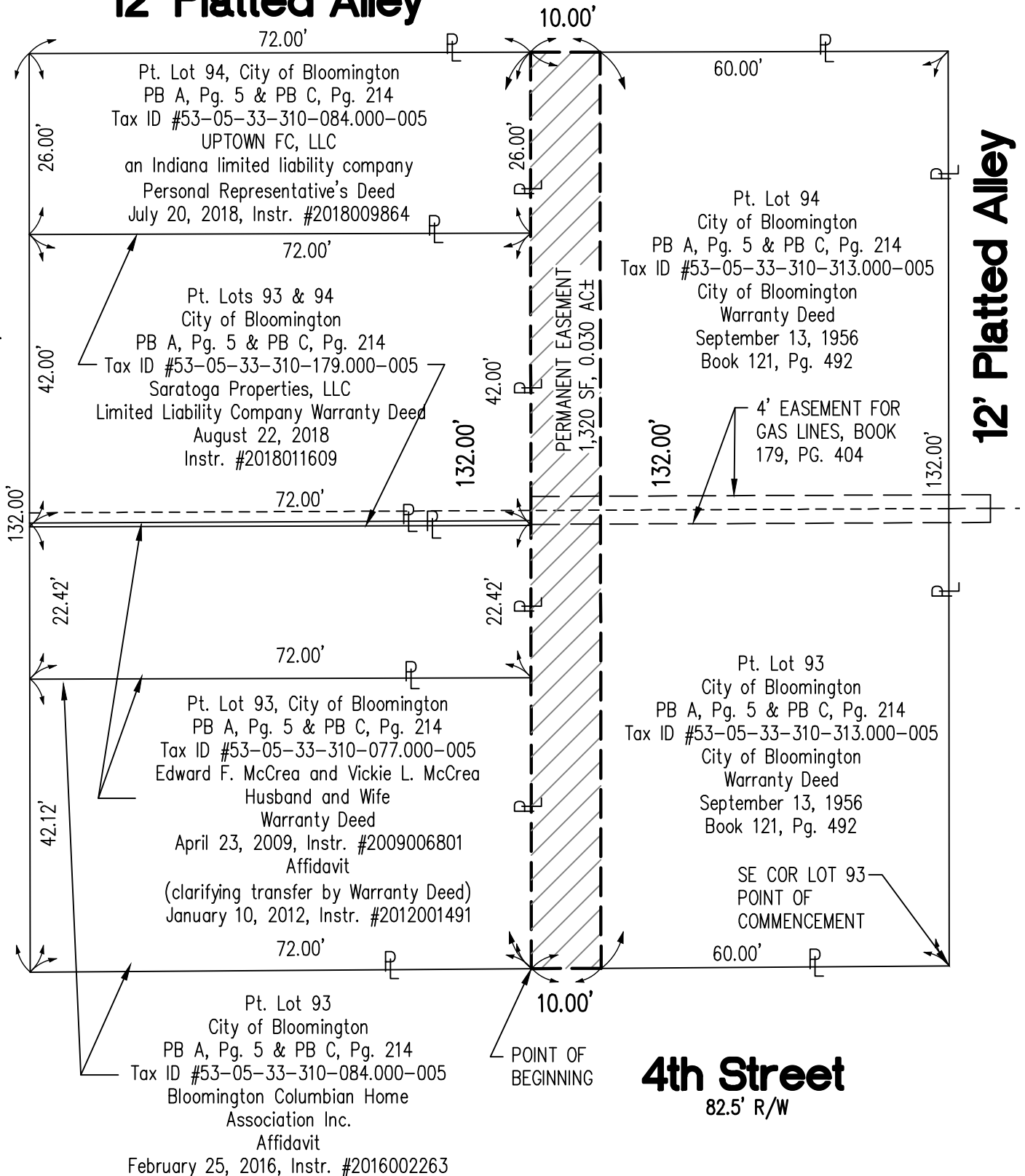
Grid North
Scale 1"=20'



12' Platted Alley

Walnut Street
82.5' R/W

12' Platted Alley



Jeffrey A. Myers
Registered Land Surveyor LS29300001
October 17, 2018



Parcel 1 Job # _____ Monroe County
Walnut Street and 4th Street Extension Line Bloomington Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **City of Bloomington**, together hereinafter called the Grantor, of **Monroe** County, Indiana, in consideration of the sum of One dollar (**\$ 1.00**) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to **Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc.**, its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Part of **Lots 93 and 94 City of Bloomington Interior Lots** as per plat there of recorded in the Office of the Recorder of **Monroe** County, Indiana in Plat Book **A**, Page **5** and Plat Book **C** Page **214**, being described as follows:

Commencing at the southeast corner of Lot 93; thence West along the south line of said Lot 93, being the south line of the grantor's land 60.00 feet to the southwest corner of the grantor's land and the **Point of Beginning**; thence North along the west line of the grantor's land 132.00 feet to the northwest corner of the grantor's land on the north line of Lot 94, being 60.00 feet from the northeast corner of said Lot 94; thence East along the north line of said Lot 94 10.00 feet; thence South parallel with the west line of the grantor's land 132.00 feet to the south line of Lot 93, being the south line of the grantor's land; thence West along said south line 10.00 feet to the **Point of Beginning**. Containing 0.030 acres more or less.

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior notification, in writing, to Grantee.

Said gas mains shall be installed at least six feet (6'), but not more than eight feet (8'), below the surface of the ground. Grantor reserves the right to use the easement strip for purposes which are not inconsistent with Grantor's operation, maintenance, repair and replacement of its sanitary sewer line located within this easement strip described herein.

The Grantor retains the right to develop the property in the future, which property is referenced in the deed information on the second page of this easement. If the Grantor develops the land for a future use that requires the Grantee to relocate the gas facilities within the easement, the facilities will be relocated at no cost to the Grantor and the easement will be released.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land**10**..... feet in width, parallel with and adjoining the above described strip on the **East**.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee at Grantor's discretion, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville,

Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred during and as a result of Grantee's construction, installation, operation, maintenance, replacement, repair, and removal of a line or lines in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Warranty Deed** dated **September 13, 1956** and placed of record at Deed Book **121**, Pg. **492**, in the Office of the Recorder of **Monroe** County, Indiana.

IN WITNESS WHEREOF, The Undersigned have set hereunto **their** hands and seals this

13th day of November, A.D., 2018.

City of Bloomington, Board of Public Works

By: _____ (SEAL)
Printed: Kyla Cox Deckard
Title: President

STATE OF INDIANA } ss:
COUNTY OF MONROE }

Personally appeared before me this day City of Bloomington Board of Public Works, by Kyla Cox Deckard, its President, and acknowledged the execution of the above instrument to be her voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal, this _____ day of _____, 20 _____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

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. **G. R. Mathias**

This instrument prepared by the Grantee named herein by **G. R. Mathias**



Board of Public Works Staff Report

Project/Event: Duke Energy Pole Replacement IU Health Infrastructure
Staff Representative: Sara Gomez
Petitioner/Representative: Duke Energy/Brandon Wilson
Date: November 13th, 2018

Report: Duke Energy is requesting an intermittent northbound lane closure on N Smith Rd between E Grandview Dr. and E 10th St. This request is to accommodate Pole Replacements and Overhead Infrastructure updates for the new IU Health Hospital. The intermittent lane closure request is for the timeframe of 12/1/2018 through 3/1/2019 with the intent of communicating with the City as lane closures are needed during this timeframe.

Duke has supplied a maintenance of traffic plan for the work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Duke Energy for the intermittent, temporary lane closures on N Smith Rd.

Recommend ☒ **Approval** ☐ **Denial by**

Sara Gomez



Duke Energy
1100 West Second Street
Bloomington, IN 47403

Dear Board Members

Duke Energy plans to replace a pole line between E Grandview Dr. and E 10th St, along the east side of N Smith Rd. This work is for the development of overhead infrastructure to accommodate the new IU Health Hospital. In order to facilitate the project, Duke Energy is requesting a temporary closure of the east lane of N Smith Rd. Duke Energy is requesting a time frame for the closure to be from 12/1/18 – 3/1/19.

Duke Energy will communicate with the City of Bloomington to assure that this restriction and closure information is well communicated.

Respectfully,

A handwritten signature in black ink, appearing to read "Brandon Wilson", written over a horizontal line.

Brandon Wilson

11/5/18



Board of Public Works Staff Report

Project/Event: Dedication of Right of Way at Union at Crescent
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Dan Backler, Public Improvements Manager
Date: 11/8/2018

Report: As part of the development project known as The Union at Crescent a portion of right-of-way is to be dedicated so that the width of the right-of-way is consistent with the thoroughfare plan. BPW approval is one of the conditions of that dedication.

Recommendation and Supporting Justification: Staff recommends that the Board accept this portion of the right-of-way.

Recommend ☒ **Approval** ☐ **Denial by** Dan Backler

DULY ENTERED
FOR TAXATION

NOV 07 2018 SC

Catherine Smith

Auditor Monroe County, Indiana

2018015079 WAR \$25.00
11/08/2018 09:48:31A 6 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



GENERAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Kathleen A. Abel, also known as Kathy Abel, and formerly known as Kathleen Dusard as to an undivided two-thirds ($2/3^{\text{rd}}$) interest ($8/12^{\text{th}}$), Robert Marc Hancock, surviving joint tenant of Helen L. Hancock as to an undivided one-fourth ($1/4^{\text{th}}$) interest ($3/12^{\text{th}}$), and Ginger A. Edwards as to an undivided one-twelfths ($1/12^{\text{th}}$) interest, all as tenants in common (collectively, "**Grantor**"), conveys and warrants to UNION AT CRESCENT, LP, an Indiana limited partnership, ("**Grantee**"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate located in Bloomington, Monroe County, Indiana, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Real Estate**").

This conveyance of the Real Estate is subject to all matters set forth on Exhibit B attached hereto and incorporated herein by reference (the "**Permitted Exceptions**").

Executed to be effective as of the 28th day of October, 2018.

[Remainder of page intentionally blank; signature pages to follow]

NCS-831345

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed to be effective as of date set forth above.

GRANTOR:

By: Kathleen A. Abel
Kathleen A. Abel, also known as Kathy
Abel, and formerly known as Kathleen
Dusard

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

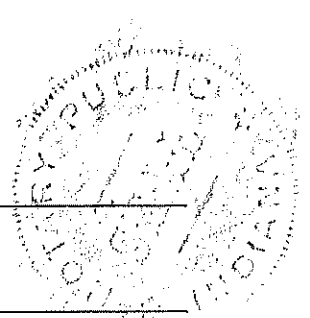
Before me, a Notary Public in and for said County and State, personally appeared Kathleen A. Abel, also known as Kathy Abel, and formerly known as Kathleen Dusard, being over the age of eighteen (18) years, who acknowledged the execution of the foregoing General Warranty Deed as her own voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of October, 2018.


My Commission Expires:
7-22-24

My County of Residence:
Monroe

Daniel R. Rarey
Notary Public (Signature)
DANIEL R. RAREY
(printed name)



GRANTOR:

By: 
Robert Marc Hancock, surviving joint tenant
of Helen L. Hancock

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Robert Marc Hancock, being over the age of eighteen (18) years, who acknowledged the execution of the foregoing General Warranty Deed as his own voluntary act and deed.

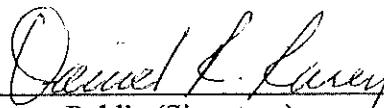
Witness my hand and Notarial Seal this 13th day of October, 2018.

My Commission Expires:

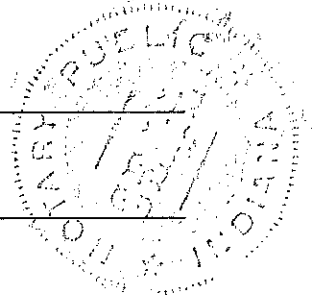
2-22-24

My County of Residence:

Monroe


Notary Public (Signature)

Daniel R. Rarey
(printed name)



GRANTOR:

By: *Ginger A. Edwards*
Ginger A. Edwards

STATE OF INDIANA)
) SS:
COUNTY OF Monroe

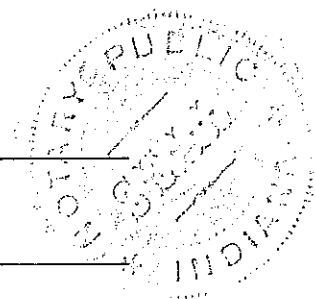
Before me, a Notary Public in and for said County and State, personally appeared Ginger A. Edwards, being over the age of eighteen (18) years, who acknowledged the execution of the foregoing General Warranty Deed as her own voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of October, 2018.

My Commission Expires:
2-22-24

My County of Residence:
Monroe

Daniel R. Rapp
Notary Public (Signature)
Daniel R. Rapp
(printed name)



Send tax statements to and
Grantee's mailing address is:

Union at Crescent, LP
409 Massachusetts Ave., Suite 300
Indianapolis, IN 46204

This instrument was prepared by and return after recording to: Julie M. Elliott, General Counsel,
The Annex Group, LLC, 409 Massachusetts Ave., Suite 300, Indianapolis, IN 46204

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. **Julie M. Elliott**

EXHIBIT A

LEGAL DESCRIPTION

SURVEYED LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER, THENCE SOUTH 01 DEGREE 06 MINUTES 51 SECONDS EAST 660.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 43 SECONDS EAST 9.00 FEET TO THE NORTHWEST CORNER OF INSTRUMENT 2015004700 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 46 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF SAID INSTRUMENT 646.12 FEET TO THE WEST LINE OF FOREST HOMES ADDITION; THENCE SOUTH 00 DEGREES 41 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE 669.00 FEET TO THE SOUTH LINE OF SAID INSTRUMENT, THE NEXT (4) COURSES ARE ALONG THE PERIMETER OF SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS WEST 164.02 FEET; (2) THENCE NORTH 00 DEGREES 19 MINUTES 11 SECONDS EAST 170.01 FEET; (3) THENCE NORTH 89 DEGREES 41 MINUTES 06 SECONDS WEST 481.44 FEET; (4) THENCE NORTH 01 DEGREE 06 MINUTES 51 SECONDS WEST 497.99 FEET TO THE POINT OF BEGINNING, CONTAINING 8.006 ACRES, MORE OR LESS.

APN: 53-05-32-200-006.001-005

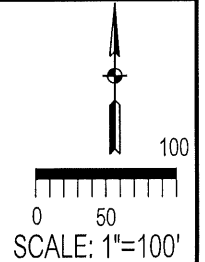
Address: 1200 N Crescent Road, Bloomington, IN 47404

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real estate taxes and assessments not yet due and payable.
2. All legal highways and public rights-of-way.
3. All matters that would be disclosed by an accurate survey of the Real Estate.
4. Provisions of all applicable zoning laws.

CRESCENT ROAD RIGHT-OF-WAY DEDICATION EXHIBIT A



UNION AT CRESCENT, LP
INSTRUMENT # **2018015079**



AREA OF RIGHT-OF-WAY
DEDICATION

THIS SURVEY IS NOT A BOUNDARY
OR RETACEMENT SURVEY AND WAS
PREPARED IN OFFICE.

Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

CRESCENT ROAD RIGHT-OF-WAY Dedication
LEGAL DESCRIPTION
A PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 1 WEST,
DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT NINE (9) FEET EAST AND FORTY (40)
RODS SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 89
DEGREES 49 MINUTES 35 SECONDS EAST 13.13 FEET; THENCE SOUTH 00
DEGREES 46 MINUTES 26 SECONDS EAST 497.96 FEET; THENCE NORTH 89 DEGREES 41 MINUTES
06 SECONDS WEST 10.18 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 51 SECONDS WEST
497.99 FEET TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES MORE OR LESS.

SBA PROJECT 5455 PREPARED: 8-7-18 BY: KES

164.02'
N89°41'06"W

170.01'
N00°19'11"E

669' S00°41'28"E

481.44' N89°41'06"W
10.18'
N89°41'06"W

497.96'

S00°46'26"E

13.13'
S89°49'35"E

9.00' (M)(R)
P.O.B.

646.12'

5331.48'
S89°41'31"E
NE COR NE/4
SEC 32-T9N-R1W

NW COR NW/4
SEC 32-T9N-R1W

660.00' (M)(R)

497.99'

WEST LINE SEC 32-T9N-R1W
S1°06'51"E 5359.08'

PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that Union at Crescent, LP, an Indiana limited partnership, (hereinafter “Grantor”) being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication as of the _____ day of _____, 2018.

GRANTOR: UNION AT CRESCENT, LP an Indiana limited partnership
By: Union at Crescent GP, LLC, an Indiana limited liability company, its General Partner
By: Kyle D. Bach, its General Manager

Kyle D. Bach, General Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kyle D. Bach, the General Manager of Union at Crescent GP, LLC, the General Partner of Union at Crescent, LP, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2018.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this 13th day of November, 2018.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2018, at which time Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

My Commission Expires: _____

County of Residence: _____

Signature of Notary Public

Printed Name of Notary Public

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way for construction 1799-1811 E 10th Street (Crosstown Shopping Center)

Staff Representative: Dan Backler

Petitioner/Representative: Petitioner: John W. Wilhite, Indiana University Foundation
Representative: Tim Hanson, WS Property Group

Date: 10/30/2018

Report: WS Property Group is proposing the construction of a building at 1799-1811 E 10th Street. Construction will include the construction of a parking lot which will generally fit in the footprint of the existing parking lot, which currently encroaches into the City's right-of-way and has since the development was originally built. Staff sees no reason that the new development shouldn't continue to use this portion of right-of-way and feels that an encroachment resolution is required for use of this portion of right-of-way.

Recommendation and Supporting Justification: The encroachment is typical of this type of condition and represents a solution that is in the best interests of the development and the City. A resolution with a hold harmless agreement has been prepared by city staff which will need to be signed by the owner of the property. Staff recommends approval of the encroachment.

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



INDIANA UNIVERSITY FOUNDATION

October 9, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

The Indiana University Foundation, Inc. ("IUF") is in the process of redevelopment of the Crosstown Shopping Center located generally at 1799-1811 E 10th Street, in Bloomington, Indiana (the "Property"). Crosstown Redevelopment Holdings, LLC (the "Developer") is managing demolition and construction of the improvements and it is planned that the Developer will manage the Property following demolition.

IUF has provided consent to the City of Bloomington for the Developer to obtain approval of the Development Plan from the City for the Property. To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

The Developer has informed IUF that some of the improvements (both existing and planned) to the Property do or will reside in a public right of way. Please accept this letter as a formal delegation of authority from IUF to allow the Developer to take all action necessary in order to obtain appropriate approvals from the City of Bloomington for these encroachments.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

John W. Wilhite
Assistant Vice President
Real Estate, Personal Property & Insurance
O: 812-855-8375
E: jowilhit@iu.edu

FOR ALL

The Indiana University **Bicentennial Campaign**



October 10, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

Crosstown Redevelopment Holdings, LLC as Developer in conjunction with Indiana University Foundation (IUF) is in the process redeveloping the Crosstown Shopping Center located on E 10th Street. The proposed plan will be implemented in two phases with the eastern building being constructed first and the western building thereafter.

The project moves the buildings forward to the street having the parking field in the rear. The redevelopment will eliminate two drive cuts onto E 10th street only having access points on the east and west ends of the project. The western drive cut is located in the same location as the current drive cut.

The current drive cut and associated sidewalk was approved and installed in 1981 with the original construction of Crosstown II commercial building. The developer nor the City has been able to locate any encroachment agreement for the improvements that reside in the 30 foot right of way that extends from 10th Street to the railroad right of way to the north. The proposed drive for the Redevelopment is in the same location as the existing.

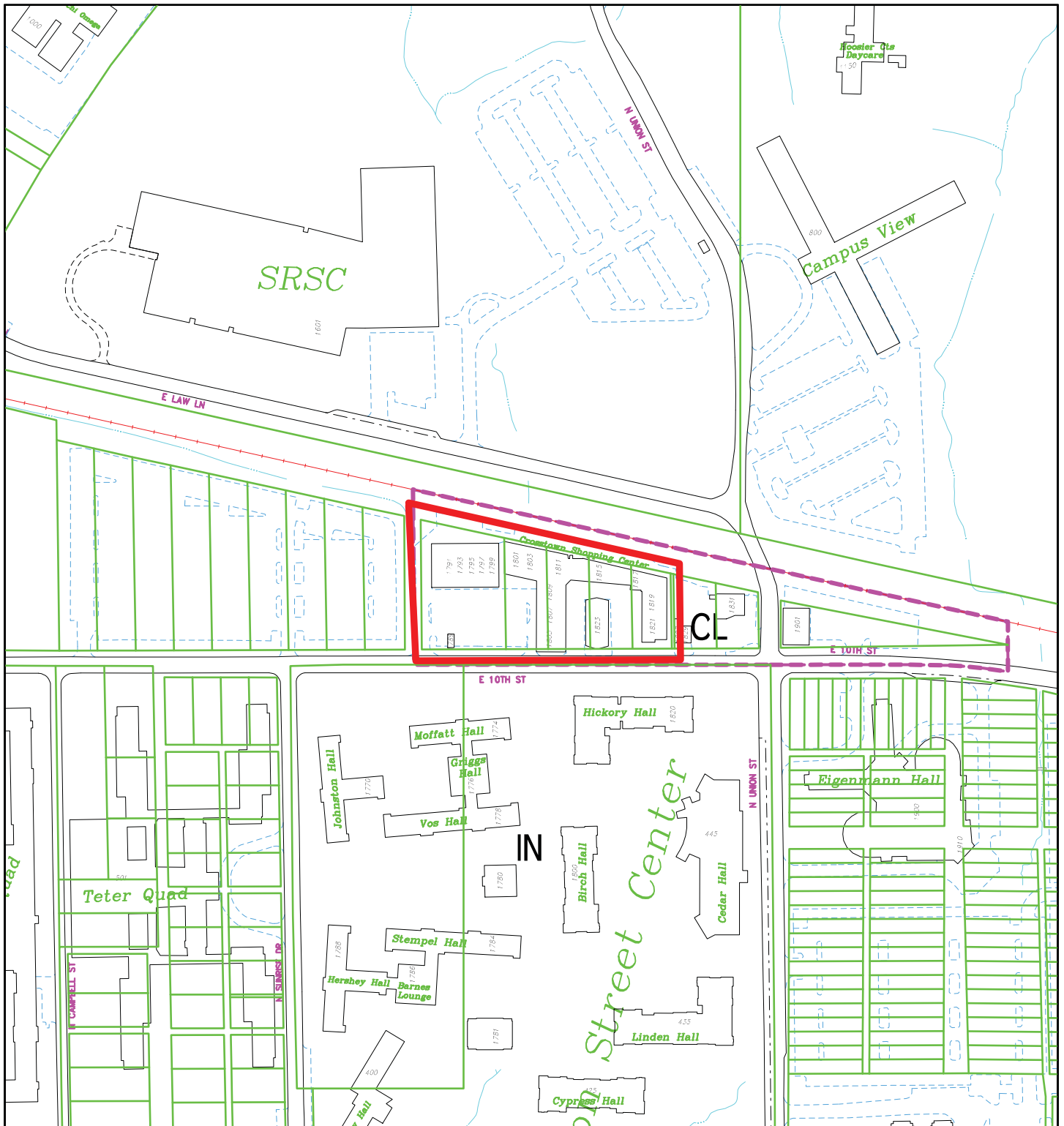
To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

We would respectfully request that the Board of Public works allow this encroachment to continue to provide access to the property.

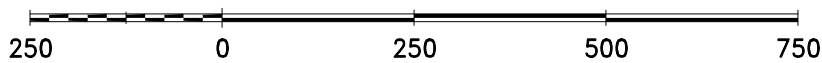
Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Hanson', written over a light blue horizontal line.

Tim Hanson

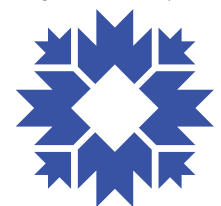


By: scanlanj
27 Jul 18



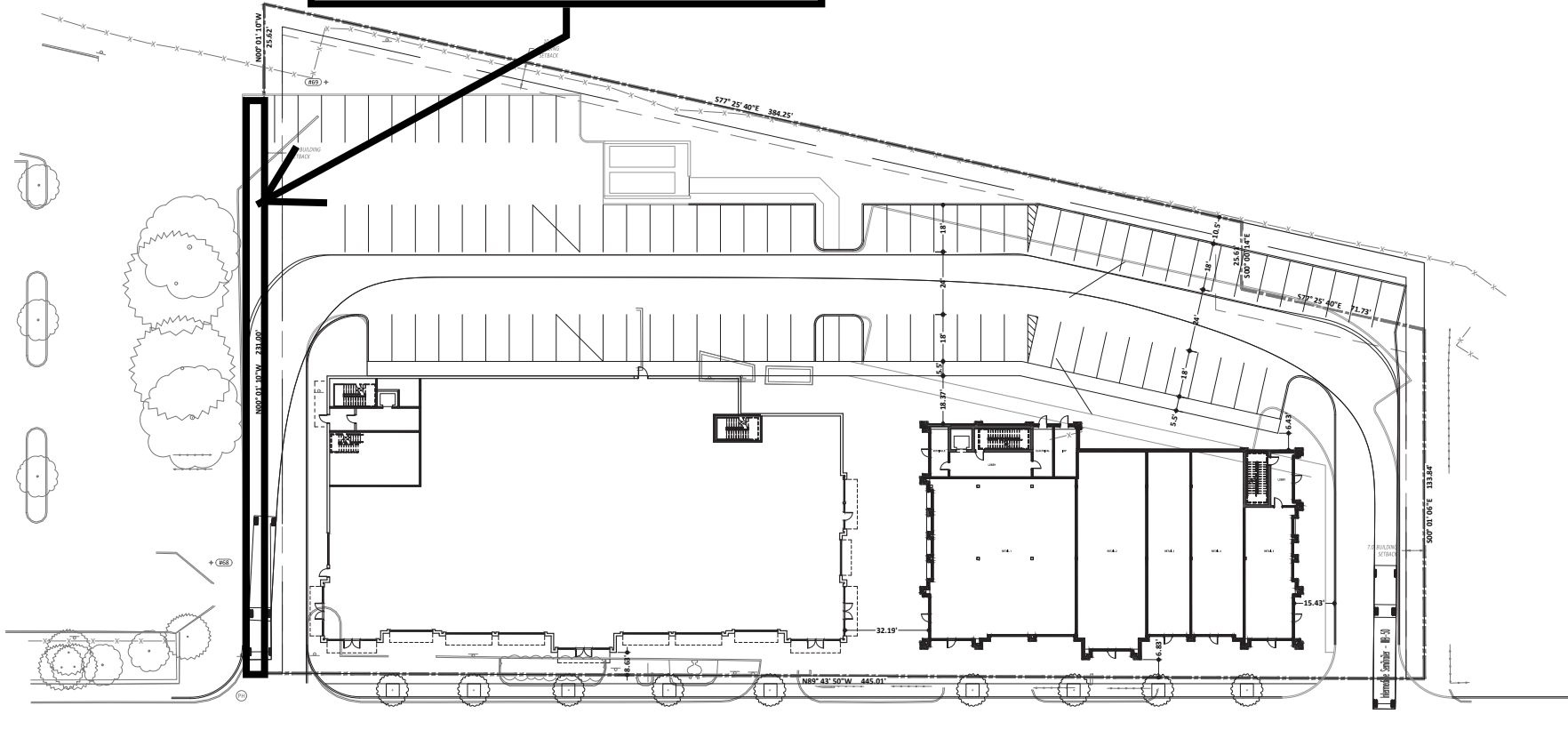
For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 250'

A PORTION OF THE PROPOSED
ASPHALT PARKING LOT
ENCROACHING INTO RIGHT-OF-
WAY

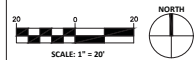


BRCJ
Bloomington Regional Center, Inc.
1351 West Tapp Road
Bloomington, Indiana 47403
Phone: 812.336.8277
Fax: 812.336.0817
www.brcjwi.com
BLOOMINGTON BEDFORD PAOLI

**CROSTOWN
SHOPPING CENTER**
Bloomington Indiana

BRCJ Project No: 9747

SITE IMPROVEMENT PLAN



Date: 07-25-2018 Issue: PRELIMINARY SITE PLAN

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: XXX
Designed By: XXX
Checked By: XXX

C401

**BOARD OF PUBLIC WORKS
RESOLUTION 2018 – 114**

Encroachments at 1799-1811 E 10th Street

WHEREAS, The Indiana University Foundation, (“Owner”), owns the real property located at 1799-1811 E 10th Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017013009 in the Office of the Recorder of Monroe County, Indiana, (“Property”); and,

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

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: a portion of paved asphalt parking lot approximately 8’-0” east-west by 215’-0” north-south; and,

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

WHEREAS, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City’s right of way as described above;

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

1. Owner shall be allowed to utilize said portion of right-of-way for the installation of the portion of parking area depicted in Exhibit A.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right-of-way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by The Indiana University Foundation; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. The Indiana University Foundation, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. James P. Perin, as Senior Vice President and Chief Financial Officer and John W. Wilhite as Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, agree by signing that they have full power by proper action to enter into this agreement and has authority to do so.

Signed this 13th day of November, 2018.

Board of Public Works

The Indiana University Foundation

Kyla Cox Deckard, President

James P. Perin, Senior Vice President and
Chief Financial Officer

Beth H. Hollingsworth, Vice President

John W. Wilhite,
Assistant Vice President, Real Estate,
Personal Property and Insurance

Dana Palazzo, Secretary

Date

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, James P. Perin, Senior Vice President and Chief Financial Officer of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, John W. Wilhite, Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

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

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



Board of Public Works Staff Report

Project/Event: Request approval of Memorandum of Understanding for construction at 223 N Morton Street (Omega Building).

Staff Representative: Dan Backler

Petitioner/Representative: Omega Visions, LLC/Gilliatte General Contractors

Date: 11/8/2018

Report: Omega Visions, LLC is proposing to construct a new building at the southwest corner of West 7th Street and North Morton Street. During construction, there will be a portion of right-of-way that the builder is proposing to utilize. A portion of that right-of-way is occupied by metered parking spots. The builder will be paying for the metered spaces. The City is requiring the builder to sign a memorandum of understanding (MOU) which will detail the use of the right-of-way and the metered parking spaces. The MOU includes hold harmless language to indemnify the City during construction. There will be detours in place to allow for normal pedestrian traffic during construction. A portion of the proposed right-of-way has been used for parking by the property to the south. These parking spaces will be affected by the construction project.

Recommendation and Supporting Justification: In January of 2018 a similar request was approved by the Board. The use of the right-of-way is typical for downtown construction projects. Staff recommends approval of the encroachments and of the MOU for use of right-of-way.

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

November 5, 2018

2515 Bloyd Avenue
Indianapolis, IN 46218
317.638.3355
gilliatte.com

Board of Public Works
401 N. Morton Street
Suite 120
Bloomington, IN 47404

To Whom It May Concern:

It would be our intent to install temp fence barricades on the property lines starting November 7th, 2018 which would not affect the ROW. We would like to occupy the (3) parking spaces on the North side of the property on 7th street from 11/13/18-7/1/19 to be used for our Construction Trailer and superintendent parking. We would move the temp fence along the East side of the property out beyond the existing parking spaces (10 spaces) starting 12/10/18 until 7/1/19 for use of staging materials and other construction activities. This work includes installing a concrete pedestrian barricade and moving the pedestrian path per the attached drawing PC-101.

We have sent the drawing PC-101 and Notice of Construction Activities to the adjacent property owners via certified mail. See attached.

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.



Jacob Gilliatte
Project Manager

JG/kas

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: OMEGA PROPERTIES

ADDRESS: 223 N. MORTON STREET

PROJECT SCHEDULE: November 5, 2018 – July 15, 2019

WORK WITHIN PUBLIC RIGHTS-OF-WAY: N. MORTON AND W. 7TH STREET

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: NOVEMBER 13, 2018 AT 5:30 PM

**LOCATION: 401 N. MORTON STREET, SHOWERS BUILDING, CITY HALL
COUNCIL CHAMBERS**

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN
THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

Gilliatte General Contractors

Jacob Gilliatte

Email – jacob@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Omega Visions, LLC

Rob Friedman

Email – rob@omegabloomington.com

Phone: 812-219-3286

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Smith Hays Properties, LLC
1575 E. Linda Lane
Bloomington



9590 9402 2597 6336 3094 90

2. Article Number (Transfer from service label)

7016 0910 0000 9535 3706

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

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3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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BLOOMINGTON, IN 47401

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Smith Hays Properties, LLC
1575 E. Linda Lane
Bloomington

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Domestic Return Receipt

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

1. Article Addressed to:

Redevelopment Commission of
The City of Bloomington
P.O. Box 100
Bloomington, IN 47402



9590 9402 2597 6336 3130 39

2. Article Number (Transfer from service label)

7016 0910 0000 9535 3621

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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B. Received by (Printed Name)

D. Is delivery address different from the address on the label? If YES, enter delivery address

3. Service Type

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- ☐ Certified Mail®
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- ☐ Collect on Delivery Restricted Delivery

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BLOOMINGTON, IN 47402

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$2.75
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Redevelopment Commission of
The City of Bloomington
P.O. Box 100
Bloomington, IN 47402

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Domestic Return Receipt

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Pence Group, LLC
482 S. Mutz Dr.
Columbus, IN 47201



9590 9402 2331 6225 4666 37

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail
- ☐ Registered
- ☐ Registered Delivery
- ☒ Return Receipt Merchandise
- ☐ Signature Restricted

(over \$500)

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

COLUMBUS, IN 47201

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To

Street and Apt. No., or PO Box No.

City, State, Zip+4®

Pence Group, LLC
482 S. Mutz Dr.
Columbus, IN 47201

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CFC, Inc.
Attn: Rob Jones
P.O. Box 729
Bloomington, IN 47402



9590 9402 2331 6225 4794 08

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail
- ☐ Registered
- ☐ Registered Delivery
- ☒ Return Receipt Merchandise
- ☐ Signature
- ☐ Signature Restricted

(over \$500)

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

BLOOMINGTON, IN 47402

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To

Street and

City, State

CFC, Inc.
Attn: Rob Jones
P.O. Box 729
Bloomington, IN 47402

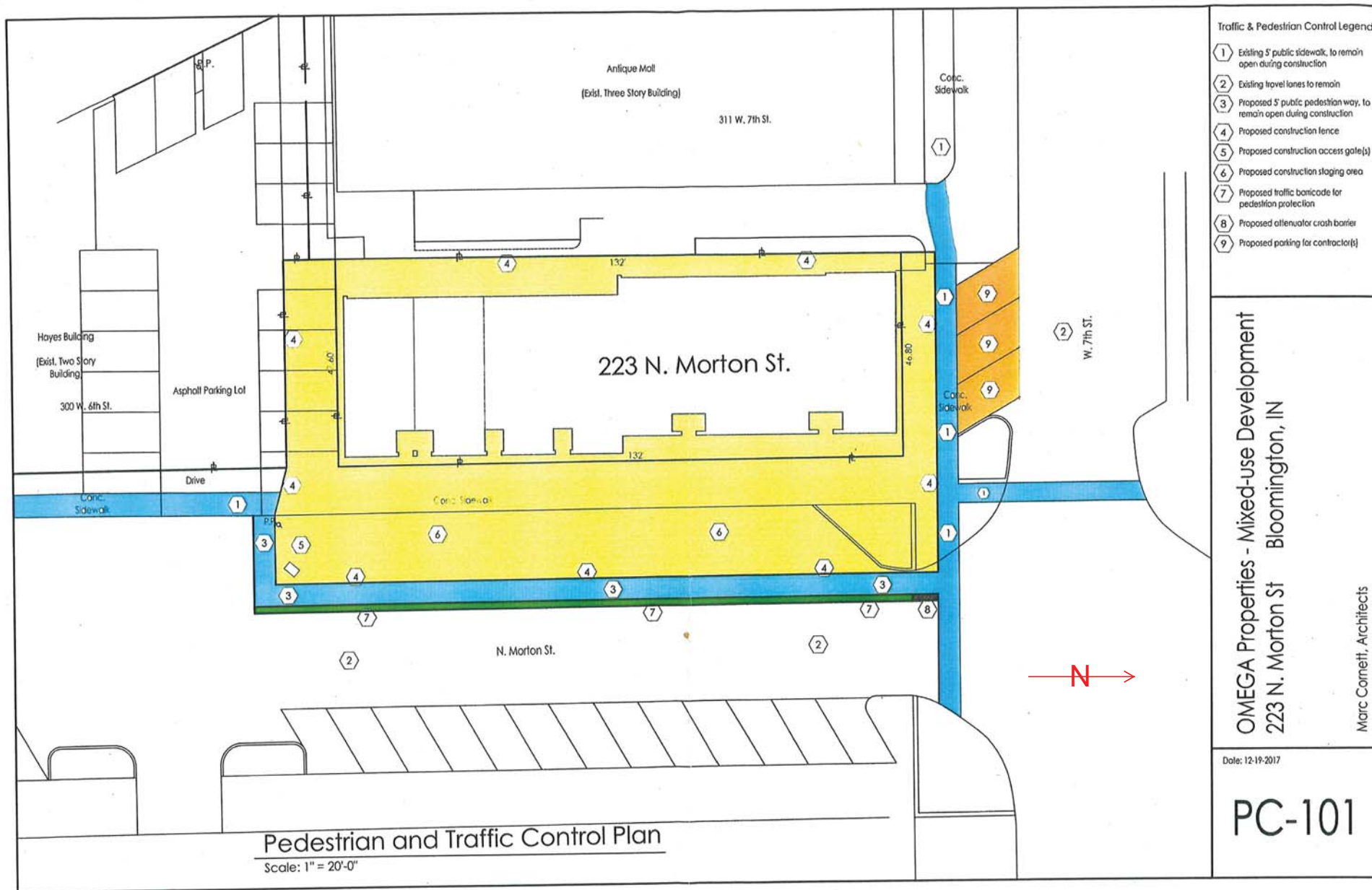
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT A



OMEGA Properties - Mixed-use Development
223 N. Morton St. Bloomington, IN

Marc Cornett, Architects

Date: 12-19-2017

PC-101

PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that Union at Crescent, LP, an Indiana limited partnership, (hereinafter “Grantor”) being the fee simple owner of all the real estate described herein, does hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication as of the _____ day of _____, 2018.

GRANTOR: UNION AT CRESCENT, LP an Indiana limited partnership
By: Union at Crescent GP, LLC, an Indiana limited liability company, its General Partner
By: Kyle D. Bach, its General Manager

Kyle D. Bach, General Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kyle D. Bach, the General Manager of Union at Crescent GP, LLC, the General Partner of Union at Crescent, LP, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2018.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this 13th day of November, 2018.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2018, at which time Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

My Commission Expires: _____

County of Residence: _____

Signature of Notary Public

Printed Name of Notary Public

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Gilliatte General Contractors, Inc.

AMENDMENT #1

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Omega development in the area south of West 7th Street, and west of N. Morton Street, as depicted in Exhibit A, at 223 N Morton Street in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from **NOVEMBER 13, 2018**, through **JULY 1, 2019**, inclusive.
2. **PLANNING AND TRANSPORTATION SHALL ALLOW GILLIATTE GENERAL CONTRACTORS, INC., TO BLOCK AND RESTRICT FROM GENERAL PUBLIC USAGE THREE (3) METERED PARKING SPACES ON THE NORTH SIDE OF THE CONSTRUCTION SITE (ALONG 7TH STREET) BEGINNING NOVEMBER 13, 2018 UNTIL JULY 1, 2019, INCLUSIVE.**
3. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A” **FROM DECEMBER 10, 2018 UNTIL JULY 1, 2019, INCLUSIVE.**
4. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
5. Gilliatte General Contractors, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

6. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc..
7. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.
8. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
9. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
10. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the

metered parking spaces along the south side of West 7th Street as well as the west side of North Morton Street and directly adjacent to the Construction Site as depicted in Exhibits "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.

14. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Gilliatte General Contractors, Inc., has requested **THE USE OF THREE (3) SPACES FROM NOVEMBER 13, 2018 UNTIL JULY 1, 2019, INCLUSIVE, AND TEN (10) SPACES FROM DECEMBER 10, 2018 UNTIL JULY 1, 2019, INCLUSIVE**, for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are **TWENTY-SIX THOUSAND NINE HUNDRED EIGHTY-ONE Dollars and Zero Cents (\$26,981.00)**. Gilliatte General Contractors, Inc., shall incur meter fees **ONE HUNDRED FIFTY SIX Dollars and Zero Cents (\$156.00)** per day for each working day after **JULY 1, 2019**, that Gilliatte General Contractors, Inc., continues to use public right of way.
15. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
16. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
17. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

Gilliatte General Contractors

By: _____
Thomas J. Ritman, President

Date: _____

By: _____
Terri Porter, Director
Planning and Transportation Dept.

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-copy paper, pens, highlighters, ticket holders		11/16/2018	35.81
			Account 52110 - Office Supplies Totals 1	<u>\$35.81</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-towels, trash liners		11/16/2018	85.72
313 - Fastenal Company	01-towels-10/9/18		11/16/2018	23.54
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-10/5/18		11/16/2018	180.96
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/kitten/feline food-10/19/18		11/16/2018	331.45
4586 - Hill's Pet Nutrition Sales, INC	01-credit/refund on billing error-kitten food-9/21/18		11/16/2018	(51.20)
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-L & XL, syringes-10/23/18		11/16/2018	165.00
4633 - Midwest Veterinary Supply, INC	01-antiviral, antibiotics, supplements-10/23/18		11/16/2018	163.25
4666 - Zoetis, INC	01-antibiotics, antiparasitic-10/24/18		11/16/2018	286.67
			Account 52210 - Institutional Supplies Totals 8	<u>\$1,185.39</u>
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-ACC-materials for office wall repair-FRP panel/ISC/cap/moldin		11/16/2018	270.71
			Account 52310 - Building Materials and Supplies Totals 1	<u>\$270.71</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-10/29/18		11/16/2018	26.00
			Account 53220 - Postage Totals 1	<u>\$26.00</u>



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-3410 S. Walnut St-mowing 10/18/18	BC 2018-45	11/16/2018	120.00
			Account 53610 - Building Repairs Totals 1	\$120.00
			Program 010000 - Main Totals 12	\$1,637.91
			Department 01 - Animal Shelter Totals 12	\$1,637.91
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Joseph Fitzgerald	14-refund overpayment pkg citation #18200807988		11/16/2018	20.00
			Account 46060 - Other Violations Totals 1	\$20.00
Account 53160 - Instruction				
203 - Indiana University	02-Leadership Bloomington -N. Nickel		11/16/2018	860.00
			Account 53160 - Instruction Totals 1	\$860.00
Account 53210 - Telephone				
1079 - AT&T	02-Radio Circuits-phone charges 9/29-10/28/18		11/05/2018	180.64
			Account 53210 - Telephone Totals 1	\$180.64
			Program 020000 - Main Totals 3	\$1,060.64
			Department 02 - Public Works Totals 3	\$1,060.64
Department 03 - City Clerk				
Program 030000 - Main				
Account 53120 - Special Legal Services				
5775 - Carmin Parker, P.C.	03-professional legal services-9/5-9/7/18		11/16/2018	370.00



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53120 - Special Legal Services Totals 1				
				\$370.00
Account 53230 - Travel				
5461 - F Nicole Bolden	03-per diem-2018 ILMCT District Mtg-Lawrenceburg-10/22-10/24/18		11/16/2018	77.00
5935 - Stephen E Lucas	03-per diem/gas-2018 ILMCT Dist. Mtg-Lawrenceburg-10/22-10/24/18		11/16/2018	97.00
3560 - First Financial Bank / Credit Cards	03 - ILMCT District Meeting hotel expenses		11/16/2018	249.90
3560 - First Financial Bank / Credit Cards	03 - ILMCT District Meeting hotel expenses		11/16/2018	249.90
Account 53230 - Travel Totals 4				\$673.80
Account 53310 - Printing				
20152 - Municipal Code Corporation	03-online code hosting 10/1/2018-9/30/2019		11/16/2018	200.00
Account 53310 - Printing Totals 1				\$200.00
Program 030000 - Main Totals 6				\$1,243.80
Department 03 - City Clerk Totals 6				\$1,243.80
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	04 Sean Starowitz hotel during IN Arts Homecoming Conf		11/16/2018	348.00
6685 - Autumn Ashworth Salamack	04 - Travel reimbursement for USDN 2018 Annual Meeting		11/16/2018	113.00
5684 - Sean M Starowitz	04 - Reimbursement for Travel Indiana Arts Homecoming Conference		11/16/2018	126.00
Account 53230 - Travel Totals 3				\$587.00
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	04 - Facebook marketing expenses		11/16/2018	25.00
3560 - First Financial Bank / Credit Cards	04 - Facebook marketing expenses		11/16/2018	25.00



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
		Account 53320 - Advertising Totals	2	\$50.00
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04 Hootsuite - BEAD Website Platform		11/16/2018	5.99
		Account 53910 - Dues and Subscriptions Totals	1	\$5.99
Account 53960 - Grants				
6682 - Bloomington Children Growing Culturally (RCGC)	04 - 2018 Childcare Expansion Grant		11/16/2018	10,000.00
6683 - Bloomington Daycare Corp. (Penny Lane East)	04 - 2018 Childcare Expansion Grant		11/16/2018	37,359.00
6704 - House Investments Capital Markets IX, LLC (Illinois)	04 2018 Childcare Expansion Grant		11/16/2018	18,000.00
3164 - New Hope Family Shelter INC	04 2018 Child Care Expansion Grant		11/16/2018	9,641.00
		Account 53960 - Grants Totals	4	\$75,000.00
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	04 - Monroe County Health Department - Processing Fee The Mill		11/16/2018	150.00
3560 - First Financial Bank / Credit Cards	04 - Monroe County Health Department - Processing Fee The Mill		11/16/2018	3.38
6588 - LuAnne Clark Holladay	04 - Design & Create digital document for City's SAP		11/16/2018	2,300.00
6131 - Jane St John	04 - 2018 Consulting Contract		11/16/2018	1,338.75
		Account 53990 - Other Services and Charges Totals	4	\$3,792.13
		Program 040000 - Main Totals	14	\$79,435.12
		Department 04 - Economic & Sustainable Dev Totals	14	\$79,435.12
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53990 - Other Services and Charges				
1230 - Jeffrey Day Cannon	04- Bicentennial song Final payment		11/16/2018	2,500.00



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges Totals		1		\$2,500.00
Program 060000 - Main Totals		1		\$2,500.00
Department 06 - Controller's Office Totals		1		\$2,500.00
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-green paper, sharpie markers, index cards, binders		11/16/2018	72.04
Account 52110 - Office Supplies Totals		1		\$72.04
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-E-Z UP Pyramid instant shelter-tent		11/16/2018	189.18
5819 - Synchrony Bank	09-Eurmax weights for pop up tent		11/16/2018	16.95
Account 52420 - Other Supplies Totals		2		\$206.13
Account 53160 - Instruction				
6418 - Josefa Luce	09-reimbursement to J. Luce for registration for UNIDOS US Conf.		11/16/2018	375.00
Account 53160 - Instruction Totals		1		\$375.00
Program 090000 - Main Totals		4		\$653.17
Department 09 - CFRD Totals		4		\$653.17
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
50587 - Barnes & Thornburg LLP	10- 2018 broadband financing-period ending 9/30/18		11/16/2018	553.50
608 - Krieg Devault, LLP	10-Policy Doc./Advice Re: Substance Abuse Treatment/Rec.-8/31/18		11/16/2018	12,887.49



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
608 - Krieg Devault, LLP	10-Policy Doc./Advice Re: Substance Abuse Treatment/Rec-7/31/18		11/16/2018	12,120.99
Account 53120 - Special Legal Services Totals 3				\$25,561.98
Program 100000 - Main Totals 3				\$25,561.98
Department 10 - Legal Totals 3				\$25,561.98
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53230 - Travel				
5459 - John M Hamilton	11-reimbursement for travel to OFN Conference -		11/16/2018	500.24
5459 - John M Hamilton	11-reimbursement for travel to South Bend CDFI		11/16/2018	42.82
Account 53230 - Travel Totals 2				\$543.06
Program 110000 - Main Totals 2				\$543.06
Department 11 - Mayor's Office Totals 2				\$543.06
Department 12 - Human Resources				
Program 120000 - Main				
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	12 SHRM Membership for Emily Fields		11/16/2018	189.00
3560 - First Financial Bank / Credit Cards	12 SHRM Membership for Caroline Shaw		11/16/2018	189.00
323 - Hoosier Times, INC	12 Yearly subscription/Newspaper Acct 466288		11/16/2018	228.25
Account 53910 - Dues and Subscriptions Totals 3				\$606.25
Account 53990 - Other Services and Charges				
6099 - Safe Hiring Solutions	12 Background check Inv 158077		11/16/2018	100.35
Account 53990 - Other Services and Charges Totals 1				\$100.35



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Program 120000 - Main Totals		4		\$706.60
Department 12 - Human Resources Totals		4		\$706.60
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	13- Desk Chair for C. Lilliard		11/16/2018	314.99
Account 52420 - Other Supplies Totals			1	\$314.99
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13-UDO Update-services thru 9/30/18		11/16/2018	13,809.26
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1	\$13,809.26
Account 53230 - Travel				
3113 - Eric Lowell Greulich II	13-per diem/mileage/pkg/hotel-Cincinnati Conf-10/3-10/5/18		11/16/2018	640.87
Account 53230 - Travel Totals			1	\$640.87
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	13 - CC Reimbursement APWA Traffic Engineer Second Posting		11/16/2018	325.00
3560 - First Financial Bank / Credit Cards	13 - Traffic Engineer Job Posting on Nat Society of Black Eng.		11/16/2018	250.00
3560 - First Financial Bank / Credit Cards	13 - Traffic Engineer Job Posting on National ITE		11/16/2018	295.00
3560 - First Financial Bank / Credit Cards	13 - Bike/Ped Coordinator Posting National APA		11/16/2018	50.00
Account 53320 - Advertising Totals			4	\$920.00
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	13 - Institute of Transportation Engineers Mmbrship Dues Kopper		11/16/2018	302.00
4442 - American Planning Association	13 - APA Membership Dues Pat Martin		11/16/2018	331.00



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
4442 - American Planning Association	13-APA Membership Dues Scott Robinson		11/16/2018	543.00
4442 - American Planning Association	13-APA Membership Dues and Mag Subscription Amelia Lewis		11/16/2018	332.00
Account 53910 - Dues and Subscriptions Totals 4				\$1,508.00
Program 130000 - Main Totals 11				\$17,193.12
Department 13 - Planning Totals 11				\$17,193.12

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	19-City Hall-stain pens, blend-fill pencils		11/16/2018	43.52
409 - Black Lumber Co. INC	19-City Hall-misc. hardware		11/16/2018	7.32
409 - Black Lumber Co. INC	19-City Hall-ceiling tiles-16		11/16/2018	127.84
395 - Kirby Risk Corp	19-City Hall-lights-PHIL 6S6 120/130V SBP 48PK		11/16/2018	49.92
394 - Kleindorfer Hardware & Variety	19-City Hall-padlocks		11/16/2018	69.93
394 - Kleindorfer Hardware & Variety	19-Farmer's Market-stencils, chalk, spray grip		11/16/2018	91.94
5819 - Synchrony Bank	19-City Hall-rolling carts for folding chairs-2		11/16/2018	381.38
5819 - Synchrony Bank	19-City Hall-filters for water fountains		11/16/2018	357.56
Account 52310 - Building Materials and Supplies Totals 8				\$1,129.41

Account **52340 - Other Repairs and Maintenance**

2974 - MacAllister Machinery Co, INC	19-City Hall-lift rental-10/18/18		11/16/2018	718.50
Account 52340 - Other Repairs and Maintenance Totals 1				\$718.50

Account **52430 - Uniforms and Tools**

409 - Black Lumber Co. INC	19-City Hall- pruning blades		11/16/2018	19.99
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Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
798 - Winters Associates Promotional Products, INC	19-City Hall-shirts for bldg services		11/16/2018	176.34
Account 52430 - Uniforms and Tools Totals 2				\$196.33
Account 53610 - Building Repairs				
423 - City Glass of Bloomington, INC	19-City Hall-repair North entry doors		11/16/2018	311.55
4483 - City Lawn Corporation	19-4th&WA-mowing 10/1 & 10/19/18	BC 2018-45	11/16/2018	60.00
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 10/17/18	BC 2018-45	11/16/2018	50.00
4483 - City Lawn Corporation	19-2nd & Weimer-mowing 10/23/18	BC 2018-45	11/16/2018	35.00
392 - Koorsen Fire & Security, INC	19-City Hall- disconnect alarm for backflow repair		11/16/2018	188.95
6688 - SSW Enterprises, LLC (Office Pride)	19-City Hall-strip & wax floors-20/27/18	BC 2018-87	11/16/2018	2,852.00
Account 53610 - Building Repairs Totals 6				\$3,497.50
Account 53650 - Other Repairs				
1643 - Designscape Horticulture Services, INC	19-CH-grading/seeding lawn, landscape beds/tree rings	BC 2018-79	11/16/2018	2,935.00
Account 53650 - Other Repairs Totals 1				\$2,935.00
Program 190000 - Main Totals 18				\$8,476.74
Department 19 - Facilities Maintenance Totals 18				\$8,476.74
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28-pens, post it notes, batteries, tape		11/16/2018	74.14
5819 - Synchrony Bank	28-Westcott Scissor Mouse Paper Trimmer-2		11/16/2018	11.98
Account 52110 - Office Supplies Totals 2				\$86.12
Account 52420 - Other Supplies				



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
6530 - Office Depot, INC	28-mousepad		11/16/2018	7.79
6530 - Office Depot, INC	28-Wristrest		11/16/2018	20.49
6530 - Office Depot, INC	28-Square Contactless And Chip Card Reader		11/16/2018	49.99
Account 52420 - Other Supplies Totals			3	\$78.27
Account 53640 - Hardware and Software Maintenance				
6544 - Gregory Fritz Grabner (Frontier Geospatial, LLC)	28-migrating CAD projects into a GIS Geodatabase		11/16/2018	3,175.25
Account 53640 - Hardware and Software Maintenance Totals			1	\$3,175.25
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28-Basecamp 2 10 Projects Plan-10/2-11/2/18		11/16/2018	20.00
323 - Hoosier Times, INC	28-Newspaper subscription-11/16/18-11/16/19		11/16/2018	228.25
Account 53910 - Dues and Subscriptions Totals			2	\$248.25
Program 280000 - Main Totals			8	\$3,587.89
Department 28 - ITS Totals			8	\$3,587.89
Fund 101 - General Fund (S0101) Totals			86	\$142,600.03
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400101 - Animal Medical Services				
Account 53130 - Medical				
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-3/5 & 4/6/18		11/16/2018	480.40
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-1/9, 1/11 & 5/19/18		11/16/2018	337.43
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-4/10 & 4/12/18		11/16/2018	251.01
5107 - NVA College Mall Veterinary Management INC.	01-surgery-3/5 & 3/6/18		11/16/2018	163.67



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
5107 - NVA College Mall Veterinary Management INC.	01-emergency services-4/5, 4/6 & 4/12/18		11/16/2018	31.00
5107 - NVA College Mall Veterinary Management INC.	01-x-rays-7/14/18		11/16/2018	21.00
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-1/11/18		11/16/2018	251.01
5107 - NVA College Mall Veterinary Management INC.	01-emergency services-5/14/18		11/16/2018	33.30
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-5/31/18		11/16/2018	320.27
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-4/12/18		11/16/2018	251.01
5107 - NVA College Mall Veterinary Management INC.	01-heartworm treatment-3/24/18		11/16/2018	320.27
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-rabies vaccination-10/2/18		11/16/2018	8.40
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-emergency visit-10/23 & 10/26/18		11/16/2018	254.10
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-spay/neuter surgeries-10/23/18		11/16/2018	413.40
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-office visits, spay/neuter surgeries, bloodwork-10/16/18		11/16/2018	656.00
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-spay/neuter surgeries-10/09/18		11/16/2018	591.00
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	01-spay/neuter surgeries-10/2/18		11/16/2018	1,094.58
Account 53130 - Medical Totals			17	\$5,477.85
Program 400101 - Animal Medical Services Totals			17	\$5,477.85

Program **400102 - Animal Supplies**

Account **52210 - Institutional Supplies**

4137 - Patterson Veterinary Supply, INC	01-feral cat box		11/16/2018	264.00
4137 - Patterson Veterinary Supply, INC	01-muzzle, ID band		11/16/2018	35.20
4137 - Patterson Veterinary Supply, INC	01-IV tube		11/16/2018	90.00
4137 - Patterson Veterinary Supply, INC	01-limeplus dip, meds-vetmedin tabs		11/16/2018	20.94
4137 - Patterson Veterinary Supply, INC	01-allergy meds		11/16/2018	43.00



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
4137 - Patterson Veterinary Supply, INC	01-antibiotics, antiparasitics		11/16/2018	304.62
Account 52210 - Institutional Supplies Totals 6				\$757.76
Program 400102 - Animal Supplies Totals 6				\$757.76
Department 06 - Controller's Office Totals 23				\$6,235.61
Fund 103 - Restricted Donations Totals 23				\$6,235.61
Fund 249 - Grants Non Approp				
Department 04 - Economic & Sustainable Dev				
Program G17009 - 2017 Duke Youth ED				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	04 White Board for MCEC		11/16/2018	89.95
Account 52420 - Other Supplies Totals 1				\$89.95
Program G17009 - 2017 Duke Youth ED Totals 1				\$89.95
Program G18007 - 2018 Community Engagement				
Account 52420 - Other Supplies				
50722 - Bloomington Bagel Co., INC	04 - Lunch for BEAD Summit		11/16/2018	1,102.10
4610 - Hopscotch Coffee, LLC	04 - Coffee for BEAD Summitt		11/16/2018	133.00
5684 - Sean M Starowitz	04 - reimburse for BEAD Summit Supplies		11/16/2018	17.53
Account 52420 - Other Supplies Totals 3				\$1,252.63
Program G18007 - 2018 Community Engagement Totals 3				\$1,252.63
Department 04 - Economic & Sustainable Dev Totals 4				\$1,342.58
Fund 249 - Grants Non Approp Totals 4				\$1,342.58

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
12443 - Volunteers In Medicine Clinic Of Monroe County INC.	15-JH Grant 2018-SIRA Imaging bill for September 2018		11/16/2018	3,872.97
Account 53960 - Grants Totals 1				\$3,872.97
Program 050000 - Main Totals 1				\$3,872.97
Department 05 - Common Council Totals 1				\$3,872.97
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals 1				\$3,872.97
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090004 - Com Serv- Accessibility				
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	09-CCA-Photobooth Coroplast Sign for Gather 'round the Table		11/16/2018	41.48
Account 53310 - Printing Totals 1				\$41.48
Account 53990 - Other Services and Charges				
199 - Monroe County Government	09-CCA-Gather 'round the Table Event catering		11/16/2018	1,943.88
Account 53990 - Other Services and Charges Totals 1				\$1,943.88
Program 090004 - Com Serv- Accessibility Totals 2				\$1,985.36
Program 090018 - CBVN				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	09-NFP Board Certificate Seminar-30 binders		11/16/2018	27.90
6530 - Office Depot, INC	09-NFP Board Certificate Seminar-index tabs		11/16/2018	29.90



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 52420 - Other Supplies		Totals	2	\$57.80
Account 53170 - Mgt. Fee, Consultants, and Workshops				
199 - Monroe County Government	09-Registration for L. Schaich to attend MC3 Annual Summit		11/16/2018	20.00
Account 53170 - Mgt. Fee, Consultants, and Workshops		Totals	1	\$20.00
Account 53990 - Other Services and Charges				
891 - Lucy Schaich	09-Reimburse for purchase of Capsule Subscription CRM Trial		11/16/2018	36.00
Account 53990 - Other Services and Charges		Totals	1	\$36.00
Program 090018 - CBN		Totals	4	\$113.80
Department 09 - CFRD		Totals	6	\$2,099.16
Fund 312 - Community Services		Totals	6	\$2,099.16
Fund 401 - Non-Reverting Telecom (\$1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 54450 - Equipment				
6222 - Apple, INC	28-MACBook Pro		11/16/2018	2,067.00
6222 - Apple, INC	28-Magic Mouse for MAC		11/16/2018	71.00
6222 - Apple, INC	28-Credit-Returned MACBook Pro-Web #2204843187		11/16/2018	(1,691.00)
Account 54450 - Equipment		Totals	3	\$447.00
Program 254000 - Infrastructure		Totals	3	\$447.00
Department 25 - Telecommunications		Totals	3	\$447.00
Fund 401 - Non-Reverting Telecom (\$1146)		Totals	3	\$447.00

Fund 450 - Local Road and Street(\$0706)



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-420 E. 19th-HAWK Signal-electric bill 10/1-10/30/18		11/05/2018	14.07
223 - Duke Energy	02-420 W. 4th-crosswalk-electric bill 9/25-10/24/18		11/05/2018	9.14
223 - Duke Energy	02-912 S. Walnut-crosswalk-electric bill 9/25-10/24/18		11/05/2018	9.14
Account 53520 - Street Lights / Traffic Signals Totals			3	\$32.35
Program 200000 - Main Totals			3	\$32.35
Department 20 - Street Totals			3	\$32.35
Fund 450 - Local Road and Street(S0706) Totals			3	\$32.35
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52310 - Building Materials and Supplies				
11243 - Core & Main, LP	20-Nonwoven Geotextile Mesh for Salt Dome Pit		11/16/2018	661.54
Account 52310 - Building Materials and Supplies Totals			1	\$661.54
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	20-gloves, earplugs, safety towels, spray paint-10/25/18		11/16/2018	26.01
177 - Indiana Oxygen Company, INC	20-Propane for Sign/Paving/Pavement Marking Crews		11/16/2018	174.37
6262 - Koenig Equipment, INC	20-chainsaw supplies-winter bar oil, 2 gal. mix		11/16/2018	31.12
4519 - Osburn Associates, INC	20-Delinators for pavement markings		11/16/2018	2,672.40
786 - Richard's Small Engine, INC	20-supplies for chainsaws/weedeaters		11/16/2018	17.93



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 52340 - Other Repairs and Maintenance Totals				5 \$2,921.83
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-16pk AA Dura Alkaline batteries		11/16/2018	15.99
409 - Black Lumber Co. INC	20-Kirkwood & Grant & Dunn-#50lb oil dry		11/16/2018	25.98
313 - Fastenal Company	20-gloves, earplugs, safety towels, spray paint-10/25/18		11/16/2018	35.88
313 - Fastenal Company	20-gloves, safety towels-10/17/18		11/16/2018	41.95
394 - Kleindorfer Hardware & Variety	20-truck 3422-paper towels, windex, armoral		11/16/2018	15.36
394 - Kleindorfer Hardware & Variety	20-botls, washers		11/16/2018	7.10
394 - Kleindorfer Hardware & Variety	20-Traffic crew-replacement hard hats-3		11/16/2018	32.97
786 - Richard's Small Engine, INC	20-supplies for chainsaws/weedeaters		11/16/2018	114.05
Account 52420 - Other Supplies Totals				8 \$289.28
Account 53630 - Machinery and Equipment Repairs				
6262 - Koenig Equipment, INC	20-chainsaw supplies-winter bar oil, 2 gal. mix		11/16/2018	15.00
Account 53630 - Machinery and Equipment Repairs Totals				1 \$15.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-10/24/18		11/16/2018	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/24/18		11/16/2018	19.65
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-10/31/18		11/16/2018	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/31/18		11/16/2018	45.39
Account 53920 - Laundry and Other Sanitation Services Totals				4 \$119.90
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disposal Fee-Sweeper Dump Haulings-10/4/18		11/16/2018	520.80



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53950 - Landfill Totals		1		\$520.80
Account 53990 - Other Services and Charges				
5768 - Thomas J Grimes Enterprises, INC (Torco Testina)	20-Dielectric Test for Boom Trucks-Street Dept portion		11/16/2018	1,374.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-10/9/18		11/16/2018	150.00
Account 53990 - Other Services and Charges Totals		2		\$1,524.00
Program 200000 - Main Totals		22		\$6,052.35
Department 20 - Street Totals		22		\$6,052.35
Fund 451 - Motor Vehicle Highway(S0708) Totals		22		\$6,052.35
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Cara Weiss	02-Pkg Garage-Septemer 2018 garage rent refund		11/16/2018	67.00
Account 43160 - Lot/Garage Leases - Annual Totals		1		\$67.00
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-2 pair of gloves		11/16/2018	8.38
Account 52210 - Institutional Supplies Totals		1		\$8.38
Account 52310 - Building Materials and Supplies				
6023 - Network Services Company	02-Pkg Garages-ice melt-10/3/18		11/16/2018	683.76
4443 - The Sherwin Williams Company	02-Morton St Garage-paint stairwell		11/16/2018	629.94
4443 - The Sherwin Williams Company	02-Morton St Garage-paint for stairwell project		11/16/2018	239.97
Account 52310 - Building Materials and Supplies Totals		3		\$1,553.67



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53650 - Other Repairs				
6378 - ANN-KRISS, LLC	02-Morton St Garage-SE stairwell painting & glass work	BC 2018-70	11/16/2018	5,000.00
6197 - CE Solutions, INC	02-Pkg Garages-Structural Assessment-serv thru 10/15/18	BC 2018-66	11/16/2018	1,950.00
6516 - Glenroy Construction Co., INC	02-4th St Garage-emergency shoring of beams & tees	BC 2018-52	11/16/2018	27,000.00
Account 53650 - Other Repairs Totals 3				\$33,950.00
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	02-Walnut St Garage-December 2018 garage rent		11/16/2018	18,759.98
3887 - Mercury Development Group, LLC	02-Morton St Garage-December 2018 garage rent		11/16/2018	36,405.49
Account 53840 - Lease Payments Totals 2				\$55,165.47
Program 260000 - Main Totals 10				\$90,744.52
Department 26 - Parking Totals 10				\$90,744.52
Fund 452 - Parking Facilities(\$9502) Totals 10				\$90,744.52
Fund 454 - Alternative Transport(\$6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
James Vermaat III	14-overpayment pkg citation #18200203980 & #18200203912		11/16/2018	40.00
Account 46060 - Other Violations Totals 1				\$40.00
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	06- T2 Annual Maintenance POS Cash Drawers(3) & Printers (4)		11/16/2018	277.50
Account 53640 - Hardware and Software Maintenance Totals 1				\$277.50
Account 54310 - Improvements Other Than Building				



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk/Clarizz Blvd Crosswalk-services 7/28-8/31/18	BC 2018-64	11/16/2018	7,880.00
5637 - Shrewsberry & Associates, LLC	13-E. 10th Sidewalk-services thru 10/25/18	BC 2017-67	11/16/2018	1,396.92
Account 54310 - Improvements Other Than Building Totals 2				\$9,276.92
Program 020000 - Main Totals 4				\$9,594.42
Department 02 - Public Works Totals 4				\$9,594.42
Fund 454 - Alternative Transport(\$6301) Totals 4				\$9,594.42
Fund 600 - Cum Cap Improvement (CIG)(\$2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
5149 - E&B Paving, INC	20-Asphalt for paving	BC 2018-34B	11/16/2018	915.00
Account 52330 - Street , Alley, and Sewer Material Totals 1				\$915.00
Program 020000 - Main Totals 1				\$915.00
Department 02 - Public Works Totals 1				\$915.00
Fund 600 - Cum Cap Improvement (CIG)(\$2379) Totals 1				\$915.00
Fund 601 - Cum Cap Development(\$2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 53990 - Other Services and Charges				
6611 - Precision Concrete, INC	20-Sidewalk Trip Hazard Repairs	BC 2018-67	11/16/2018	5,000.00
Account 53990 - Other Services and Charges Totals 1				\$5,000.00
Program 020000 - Main Totals 1				\$5,000.00



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Department 02 - Public Works Totals		1		\$5,000.00
Fund 601 - Cum Cap Development(\$2391) Totals		1		\$5,000.00
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
53005 - Menards, INC	16-cleaning supplies-Dawn, Pinesol, Purell		11/16/2018	49.63
Account 52420 - Other Supplies Totals		1		\$49.63
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Sanitation-monthly pest control-10/24/18		11/16/2018	95.00
Account 53140 - Exterminator Services Totals		1		\$95.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/24/18		11/16/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mats/laundry bags/towels-10/24/18		11/16/2018	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/31/18		11/16/2018	6.33
19171 - Aramark Uniform & Career Apparel Group, INC	16-mats/towels/laundry bags-10/31/18		11/16/2018	32.26
Account 53920 - Laundry and Other Sanitation Services Totals		4		\$78.34
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-10/1-10/13/18		11/16/2018	11,063.20
Account 53950 - Landfill Totals		1		\$11,063.20
Program 160000 - Main Totals		7		\$11,286.17
Department 16 - Sanitation Totals		7		\$11,286.17



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
		Fund 730 - Solid Waste (S6401) Totals	7	\$11,286.17
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-C. Hrterich-safety shoes-2018		11/16/2018	100.00
54207 - Smith's Shoe Center	10-R. Knight & E. Smith-safety shoes		11/16/2018	180.79
		Account 52430 - Uniforms and Tools Totals	2	\$280.79
		Program 100000 - Main Totals	2	\$280.79
		Department 10 - Legal Totals	2	\$280.79
		Fund 800 - Risk Management(S0203) Totals	2	\$280.79
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
3928 - Aim Medical Trust	12-November 2018 AIM Insurance Premiums \$781,028.77		11/05/2018	781,028.77
		Account 53990.1201 - Other Services and Charges Health Insurance Totals	1	\$781,028.77
		Program 120000 - Main Totals	1	\$781,028.77
		Department 12 - Human Resources Totals	1	\$781,028.77
		Fund 801 - Health Insurance Trust Totals	1	\$781,028.77
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-tires		11/16/2018	713.12
4693 - Monroe County Tire & Supply, INC	17-tires		11/16/2018	9.26
4693 - Monroe County Tire & Supply, INC	17-tires		11/16/2018	1,057.98
4693 - Monroe County Tire & Supply, INC	17-tires		11/16/2018	356.56
4693 - Monroe County Tire & Supply, INC	17-tires		11/16/2018	646.14
Account 52230 - Garage and Motor Supplies Totals 5				\$2,783.06
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		11/16/2018	21,598.24
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		11/16/2018	21,583.48
Account 52240 - Fuel and Oil Totals 2				\$43,181.72
Account 52320 - Motor Vehicle Repair				
4335 - Circle Distributing, INC	17-misc parts		11/16/2018	25.53
4335 - Circle Distributing, INC	17-misc parts		11/16/2018	91.12
4335 - Circle Distributing, INC	17-misc parts		11/16/2018	62.16
4335 - Circle Distributing, INC	17-misc parts		11/16/2018	42.96
4335 - Circle Distributing, INC	17-misc parts		11/16/2018	39.31
5792 - Clark Truck Equipment Co., INC	17 - #432 Bed props		11/16/2018	239.09
51827 - Fire Service, INC	17 - #340 OSL pump leak, door ajar, scene lights, air comp		11/16/2018	2,154.64
51827 - Fire Service, INC	17 - #340 OSL Pump packing and ATC light is on		11/16/2018	446.94
51827 - Fire Service, INC	17 - #339 pump leaking and front suction valve issue		11/16/2018	13.50



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
51827 - Fire Service, INC	17 - #332 OSL DEF guage not working		11/16/2018	573.06
51827 - Fire Service, INC	17 - #391 OSL aerial PTO is not engaging		11/16/2018	271.57
796 - Interstate Battery System of Bloomington, INC	17-batteries		11/16/2018	500.00
4439 - JX Enterprises, INC	17 - #431 v- belt		11/16/2018	54.99
394 - Kleindorfer Hardware & Variety	17-misc parts		11/16/2018	73.59
6262 - Koenig Equipment, INC	17 - #715 Roller chain, chain sprocket, links and snap rings		11/16/2018	450.76
53385 - O'Reilly Automotive Stores, INC	17 - #501 parking brake cable		11/16/2018	9.64
53385 - O'Reilly Automotive Stores, INC	17 - #199I - muffler and sensor		11/16/2018	110.08
53385 - O'Reilly Automotive Stores, INC	17 - #199I - muffler and sensor		11/16/2018	11.20
16069 - Palmer Trucks, INC	17 - # 444, 445, 446 brackets		11/16/2018	614.22
54351 - Sternberg, INC	17 - # 422 air tanks and fule tank		11/16/2018	1,546.29
54351 - Sternberg, INC	17 - #441 pins		11/16/2018	51.76
54351 - Sternberg, INC	17 - #431 seal kit		11/16/2018	42.16
4606 - Truck Service, INC	17 - #441 rear spring and u bolts		11/16/2018	1,126.70
2096 - West Side Tractor Sales Co.	17 - #456 filter and oil		11/16/2018	861.31
2096 - West Side Tractor Sales Co.	17 - #653 and 705 o rings, switch, filters		11/16/2018	303.99
Account 52320 - Motor Vehicle Repair Totals 25				\$9,716.57
Account 52420 - Other Supplies				
5260 - M&K Holding Company	17 - diagnostic software and cables		11/16/2018	164.96
3286 - Peacetree, INC (PEI Maintenance)	17 - Fuel pump nozzles		11/16/2018	294.00
3560 - First Financial Bank / Credit Cards	17 - APWA books		11/16/2018	258.74
Account 52420 - Other Supplies Totals 3				\$717.70



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-initial pest control visit-10/16/18		11/16/2018	325.00
Account 53140 - Exterminator Services Totals			1	\$325.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-October 2018		11/05/2018	104.18
Account 53530 - Water and Sewer Totals			1	\$104.18
Account 53620 - Motor Repairs				
51827 - Fire Service, INC	17 - #340 OSL pump leak, door ajar, scene lights, air comp		11/16/2018	8,837.85
51827 - Fire Service, INC	17 - #340 OSL Pump packing and ATC light is on		11/16/2018	902.50
51827 - Fire Service, INC	17 - #339 pump leaking and front suction valve issue		11/16/2018	270.00
51827 - Fire Service, INC	17 - #332 OSL DEF guage not working		11/16/2018	701.25
51827 - Fire Service, INC	17 - #391 OSL aerial PTO is not engaging		11/16/2018	2,345.00
4046 - Heritage-Crystal Clean, INC	17-misc services		11/16/2018	274.94
Account 53620 - Motor Repairs Totals			6	\$13,331.54
Account 53650 - Other Repairs				
3286 - Peacetree, INC (PEI Maintenance)	17 - re-program for odometer readings		11/16/2018	130.50
321 - Harrell Fish, INC	19-Fleet Maint-install compressed air piping to new lift tower		11/16/2018	1,000.00
Account 53650 - Other Repairs Totals			2	\$1,130.50
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		11/16/2018	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		11/16/2018	34.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		11/16/2018	15.89



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Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC.	17 - Uniforms, mats and towels		11/16/2018	72.68
Account 53920 - Laundry and Other Sanitation Services Totals 4				\$189.12
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17 - title fees		11/16/2018	15.00
Account 53990 - Other Services and Charges Totals 1				\$15.00
Program 170000 - Main Totals 50				\$71,494.39
Department 17 - Fleet Maintenance Totals 50				\$71,494.39
Fund 802 - Fleet Maintenance(\$9500) Totals 50				\$71,494.39
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		11/05/2018	120.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/05/2018	85.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-11/6/18		11/07/2018	35.31
17785 - The Howard E. Nyhart Company, INC	12-PY 2018-FSA 11/6-11/7/18		11/07/2018	700.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-11/7/2018		11/08/2018	101.82
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 5				\$1,042.13
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-Util URM 2018		11/05/2018	590.26
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/05/2018	28.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/05/2018	44.80



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Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-11/6/18		11/07/2018	38.41
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 4			\$702.11
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions-paydate 11/9/18		11/08/2018	17,770.21
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals 1			\$17,770.21
	Program 120000 - Main Totals 10			\$19,514.45
	Department 12 - Human Resources Totals 10			\$19,514.45
	Fund 804 - Insurance Voluntary Trust Totals 10			\$19,514.45
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
208 - City Of Bloomington Utilities	13-Jordan River Culvert Recon.-traffic signal/streetscaping		11/16/2018	1,560.00
20 - Lochmueller Group, INC	13-17th/Dunn Intersection Imp.-services thru 9/29/18	BC 2017-71	11/16/2018	3,563.61
	Account 54510 - Other Capital Outlays Totals 2			\$5,123.61
	Program 06016A - 2016 A Signal Modernization Totals 2			\$5,123.61
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering	13-Ped Safety&Access @ Signal Intersections-8/27-9/30/18	BC 2017-75	11/16/2018	13,740.64
	Account 54510 - Other Capital Outlays Totals 1			\$13,740.64
	Program 06016B - 2016 B Ped/Signal/Intersection Totals 1			\$13,740.64
	Department 06 - Controller's Office Totals 3			\$18,864.25



Board of Public Works Claim Register

Invoice Date Range 11/05/18 - 11/16/18

Vendor	Invoice Description	Contract Number	Payment Date	Invoice Amount
	Fund 978 - City 2016 GO Bond Proceeds Totals	3		\$18,864.25
		237		\$1,171,404.81



Board of Public Works Claim Register

Invoice Date Range 10/28/18 - 10/28/18

Bank Fees Sept 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCCFees09-18	06-Dept CC Fees 09-2018	Paid by EFT # 25999		10/28/2018	10/28/2018	10/28/2018		10/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 010000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCCFees09-18	06-Dept CC Fees 09-2018	Paid by EFT # 25999		10/28/2018	10/28/2018	10/28/2018		10/28/2018	16.64
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$16.64
					Program 020000 - Main Totals			Invoice Transactions 1		\$16.64
					Department 02 - Public Works Totals			Invoice Transactions 1		\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCCFees09-18	06-Dept CC Fees 09-2018	Paid by EFT # 25999		10/28/2018	10/28/2018	10/28/2018		10/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 060000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 06 - Controller's Office Totals			Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCCFees09-18	06-Dept CC Fees 09-2018	Paid by EFT # 25999		10/28/2018	10/28/2018	10/28/2018		10/28/2018	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 130000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 13 - Planning Totals			Invoice Transactions 1		\$5.00
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$31.64
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	GargFee09-2018	26-Garage Fees Sept 2018 Bank Fees	Paid by EFT # 25997		10/28/2018	10/28/2018	10/28/2018		10/28/2018	445.32
18844 - First Financial Bank, N.A.	AddGargFeesSep18	26-Additional Garage Bank Fees 09-18	Paid by EFT # 25998		10/28/2018	10/28/2018	10/28/2018		10/28/2018	99.99
					Account 53830 - Bank Charges Totals			Invoice Transactions 2		\$545.31
					Program 260000 - Main Totals			Invoice Transactions 2		\$545.31
					Department 26 - Parking Totals			Invoice Transactions 2		\$545.31
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 2		\$545.31
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCCFees09-18	06-Dept CC Fees 09-2018	Paid by EFT # 25999		10/28/2018	10/28/2018	10/28/2018		10/28/2018	8.31
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$8.31
					Program 020000 - Main Totals			Invoice Transactions 1		\$8.31
					Department 02 - Public Works Totals			Invoice Transactions 1		\$8.31
					Fund 454 - Alternative Transport(S6301) Totals			Invoice Transactions 1		\$8.31
					Grand Totals			Invoice Transactions 7		\$585.26



Board of Public Works Claim Register

Invoice Date Range 10/31/18 - 10/31/18

Special Utility

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	PWDIVX10192018	02-PW Divisions-cell phone charges 9/12-	Paid by Check # 68658		10/31/2018	10/31/2018	10/31/2018		10/31/2018	245.97	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$245.97
								Program 010000 - Main Totals		Invoice Transactions 1	\$245.97
								Department 01 - Animal Shelter Totals		Invoice Transactions 1	\$245.97
Department 11 - Mayor's Office											
Program 110000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	788295X101192018	11-cell service for Yael 9/12-10/11	Paid by Check # 68660		10/31/2018	10/31/2018	10/31/2018		10/31/2018	41.40	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$41.40
								Program 110000 - Main Totals		Invoice Transactions 1	\$41.40
								Department 11 - Mayor's Office Totals		Invoice Transactions 1	\$41.40
Department 13 - Planning											
Program 130000 - Main											
Account 52420 - Other Supplies											
13969 - AT&T Mobility II, LLC	P&TX10192018	13-cell phone charges & 2 new phones-9/12-	Paid by Check # 68661		10/31/2018	10/31/2018	10/31/2018		10/31/2018	799.98	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	\$799.98
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	P&TX10192018	13-cell phone charges & 2 new phones-9/12-	Paid by Check # 68661		10/31/2018	10/31/2018	10/31/2018		10/31/2018	370.77	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$370.77
								Program 130000 - Main Totals		Invoice Transactions 2	\$1,170.75
								Department 13 - Planning Totals		Invoice Transactions 2	\$1,170.75
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	PWDIVX10192018	02-PW Divisions-cell phone charges 9/12-	Paid by Check # 68658		10/31/2018	10/31/2018	10/31/2018		10/31/2018	188.59	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$188.59
								Program 190000 - Main Totals		Invoice Transactions 1	\$188.59
								Department 19 - Facilities Maintenance Totals		Invoice Transactions 1	\$188.59
Department 28 - ITS											
Program 280000 - Main											
Account 53210 - Telephone											
1079 - AT&T	812339226110-18	28-phone charges 9/20-10/19/18-#812 339-	Paid by Check # 68655		10/31/2018	10/31/2018	10/31/2018		10/31/2018	5,572.47	
13969 - AT&T Mobility II, LLC	ITSX10192018	28-cell phone charges-9/12-10/11/18	Paid by Check # 68659		10/31/2018	10/31/2018	10/31/2018		10/31/2018	725.17	
								Account 53210 - Telephone Totals		Invoice Transactions 2	\$6,297.64
								Program 280000 - Main Totals		Invoice Transactions 2	\$6,297.64
								Department 28 - ITS Totals		Invoice Transactions 2	\$6,297.64
								Fund 101 - General Fund (S0101) Totals		Invoice Transactions 7	\$7,944.35
Fund 450 - Local Road and Street(S0706)											
Department 20 - Street											
Program 200000 - Main											
Account 53520 - Street Lights / Traffic Signals											
223 - Duke Energy	18003894017-1018	02-Street light charges various locations-	Paid by Check # 68669		10/31/2018	10/31/2018	10/31/2018		10/31/2018	23.20	
223 - Duke Energy	81603883012-1018	02-Countryside & Sunflower-street light-	Paid by Check # 68672		10/31/2018	10/31/2018	10/31/2018		10/31/2018	3.96	
223 - Duke Energy	95803918016-1018	02-Gentry Ct & Renwick-street light-10/26/18	Paid by Check # 68671		10/31/2018	10/31/2018	10/31/2018		10/31/2018	277.45	
								Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 3	\$304.61
								Program 200000 - Main Totals		Invoice Transactions 3	\$304.61
								Department 20 - Street Totals		Invoice Transactions 3	\$304.61
								Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 3	\$304.61
Fund 451 - Motor Vehicle Highway(S0708)											
Department 20 - Street											
Program 200000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	PWDIVX10192018	02-PW Divisions-cell phone charges 9/12-	Paid by Check # 68658		10/31/2018	10/31/2018	10/31/2018		10/31/2018	187.09	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$187.09
								Program 200000 - Main Totals		Invoice Transactions 1	\$187.09
								Department 20 - Street Totals		Invoice Transactions 1	\$187.09
								Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice Transactions 1	\$187.09
Fund 454 - Alternative Transport(S6301)											
Department 02 - Public Works											
Program 020000 - Main											
Account 53210 - Telephone											
1838 - Verizon Wireless	9817077373	14-Cell Phone	Paid by Check # 68674		10/31/2018	10/31/2018	10/31/2018		10/31/2018	104.12	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$104.12
								Program 020000 - Main Totals		Invoice Transactions 1	\$104.12



Board of Public Works Claim Register

Invoice Date Range 10/31/18 - 10/31/18

Fund 730 - Solid Waste (\$6401)
Department 16 - Sanitation
Program 160000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

PWDIVX1019201 02-PW Divisions-cell
8 phone charges 9/12-

Paid by Check #
68658

10/31/2018

10/31/2018

10/31/2018

10/31/2018

275.00

Account 53210 - Telephone Totals

Invoice Transactions 1

\$275.00

Program 160000 - Main Totals

Invoice Transactions 1

\$275.00

Department 16 - Sanitation Totals

Invoice Transactions 1

\$275.00

Fund 730 - Solid Waste (\$6401) Totals

Invoice Transactions 1

\$275.00

Fund 802 - Fleet Maintenance(\$9500)
Department 17 - Fleet Maintenance
Program 170000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

PWDIVX1019201 02-PW Divisions-cell
8 phone charges 9/12-

Paid by Check #
68658

10/31/2018

10/31/2018

10/31/2018

10/31/2018

40.52

Account 53210 - Telephone Totals

Invoice Transactions 1

\$40.52

Program 170000 - Main Totals

Invoice Transactions 1

\$40.52

Department 17 - Fleet Maintenance Totals

Invoice Transactions 1

\$40.52

Fund 802 - Fleet Maintenance(\$9500) Totals

Invoice Transactions 1

\$40.52

Grand Totals

Invoice Transactions 15

\$8,855.69

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/28/2018	Bank Fees				585.26
11/16/2018	Claims				1,171,404.81
10/31/2018	Sp Utility Cks				8,855.69
	Month Of October HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For September 2018				
					<u><u>1,180,845.76</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 \$ 1,180,845.76

Dated this 13th day of Nov. year of 20 18.

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 _____