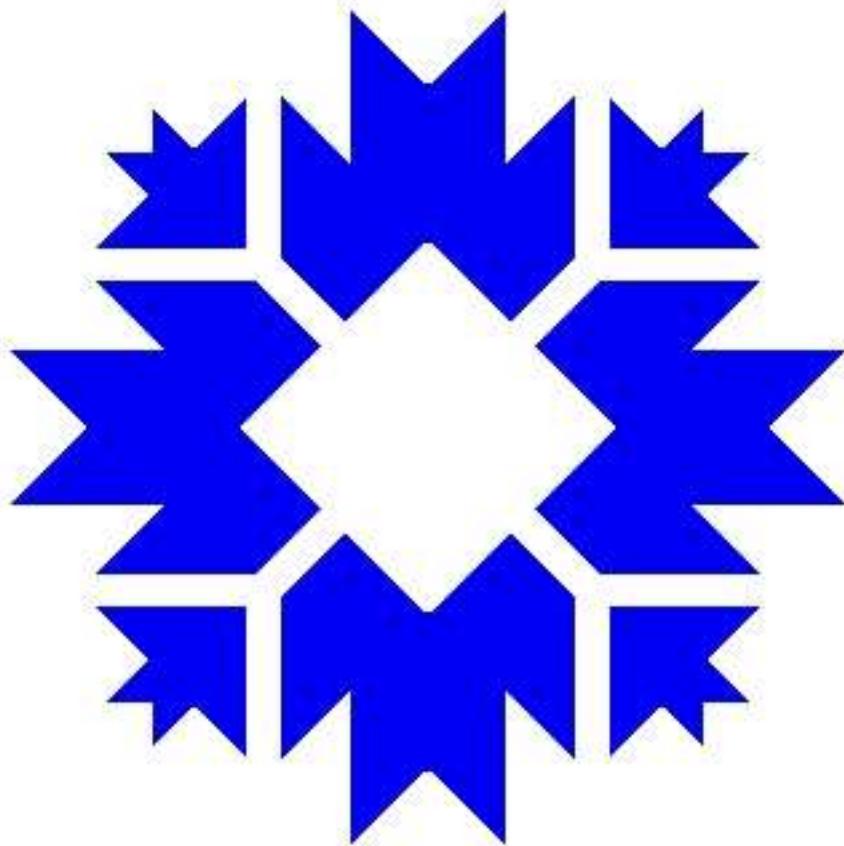


Board of Public Works Meeting

May 2, 2017



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, May 2, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. OPEN SEALED PROPOSALS**
 1. Open Sealed Proposals for Electrical Rewiring of 4th Street Parking Garage
- IV. HEARINGS ON NOISE APPEAL**
 1. Appeal of Noise Citation #38227 at 218 E. 19th St.
 2. Appeal of Noise Citation #37753 at 300 W. Riley Dr. Apt J-2
 3. Appeal of Noise Citation #37757 at 616 N. Washington St.
- V. TITLE VI ENFORCEMENT**
 1. Permission to Abate Property at 519 S. Village Ct.
- VI. CONSENT AGENDA**
 1. Approval of Minutes-April 18, 2017
 2. Resolution 2017-30: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Rasta Pops, Cart 1)
 3. Resolution 2017-31: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Rasta Pops, Cart 2)
 4. Resolution 2017-32: Allow Mobile Vendor to Operate in the Public Right-of-Way (Lazy Susan Food Truck)
 5. Resolution 2017-33: Allow Mobile Vendor to Operate in the Public Right-of-Way (Wevers Smoke Eater BBQ, LLC)
 6. Resolution 2017-34: Use of Public Street for Near Westside Neighborhood Block Party (Saturday, 5/20)
 7. Resolution 2017-35: Use of Public Streets for IU Bands Outdoor Concert (Wednesday, 6/14)
 8. Resolution 2017-36: Use of Public Streets for Itsy Bitsy Triathlon (Saturday, 7/15)
 9. Approval of Payroll Register
- VII. NEW BUSINESS**
 1. Resolution 2017-37: Use of Public Street for Bike to Work Day (Friday, 5/19)
 2. Approve Contract with 4 U Lawn and Landscape for Annual Weeds and Trash Abatement Services
 3. Approve 2nd Amendment to Agreement for Solar Projects for City Building between the City and Solar Energy Solutions, LLC
 4. Request from Indiana University to Temporarily Close North Fess Avenue for Mathers Museum Construction Project
 5. Resolution 2017-38: Uphold Order to Remove Encroachments at 828 and 829 E. Cottage Grove Ave for Woodlawn Reconstruction Project
 6. Award Contract to Umphress Masonry, Inc., to Provide Construction Services for the BPD Evidence Room Expansion Project
 7. Award Contract to Groomer Construction for Concrete Construction, Maintenance, and Repair Services

8. **Approve Installation of Conduit Service Agreement with Tauren Services for ACC Addition and Renovations Project**

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 #38227

Appellant Information:

Jackson Stuart
218 E. 19th St.
Bloomington, Indiana 47408
Date Appealed: 04/14/2017

Citation Information:

Issued: 04/09/2017
Officer: Detective Jake Hunter
Place: 218 E. 19th St., Bloomington, IN
For: Excessive Loud Noise from Residence

Officer's Description:

Detective Hunter was dispatched to 218 E. 19th Street at approximately 12:45 a.m., April 9, 2017, to investigate a complaint of loud music at 218 E. 19th Street. Upon arrival at approximately 12:52 a.m., Detective Hunter stopped his car about 100 feet from the property and walked toward the loud music. The loud music coming from 218 E. 19th Street.

Detective Hunter approached Mr. Stuart and advised of his reason for being there. He asked Mr. Stuart and the other three individuals on the property to turn off the music as it was the source of a noise complaint. Mr. Stuart complied. Detective Hunter then issued a notice of violation under ticket under #38227 to Mr. Jackson Stuart.

Appellant's Description:

Mr. Stuart appeals this notice of violation because he did not believe the music to be any louder than any of the other parties going on around his residence and does not understand why he did not receive a warning.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 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.

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:
 - **A Person who makes the unreasonable noise,**
 - **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**
 - **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

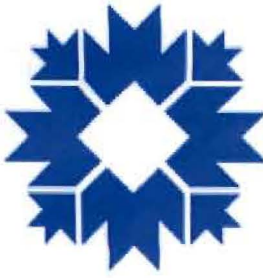
- Detective Hunter could hear the music from off the premises at or around 12:52 a.m. Mr. Stuart lives at the property.

Conclusion:

- 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 a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Stuart'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).



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: Jackson Stuart

Phone Number 812-525-2737

Citation Number: 38227

Date on Noise Citation: 9 April 2017

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

Local Address:

218 E. 19th St.
Bloomington, IN
47408

Permanent Address:

218 E. 19th St.
Bloomington, IN
47408

Today's Date: 18 April 2017

Reason for Appeal: The 4 residents of the home were sitting in our backyard listening to country music no louder than the other two "parties" going on next door. The officers showed up and told us to turn off the music and we happily obliged. The officers then proceeded to write us a ticket for a "Loud Party" consisting of four people sitting outside of their home listening to country music. We do not understand why we did not receive a warning even though we

(You may continue on another page if necessary) have not been in any legal trouble in the past. The parties around us continued throughout the night.

On this day, I submitted my completed appeal of Noise citation and received the date of 18 April 2017
When the Board of Public Works will consider my appeal.

Signature

Date

14 April 2017

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 38227

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

Day of Week Sun	Day 9	Month April	Year 2017	Time 11:50 am
Last Name Sloan			First Jesse	MI K
Street Address 218 E 17th St				D.O.B. 6/15/19
City Bloomington			State IN	Zip Code 47116
Sex M	Race W	SSN/OLN 4300 02 1956		
DID COMMIT THE FOLLOWING OFFENSE: Loud Party				
OR				
Excessive Loud Noise <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Vehicle				
Contrary to the BMC § 14.04.03				
at 218 E 17th St, Bloomington, IN.				
Officer's Signature [Signature]				I.D. No. 15511
City of Bloomington, Indiana				
Date 4/9/17				
Signature [Signature]				
Your signature is not an admission of guilt.				
SEE OTHER SIDE FOR ADDITIONAL INFORMATION				

NO. 38523

CITY OF BLOOMINGTON
COUNTY OF MONROE
CHANGE VIOLATION

You have been charged with a violation of the City of Bloomington Municipal Code. Under Indiana law, you may do one of the following:

ACCEPT RESPONSIBILITY, and pay the fine by cash, check or money order within seven (7) days of the issuance date of the citation at the following address:

THE CITY OF BLOOMINGTON POLICE DEPARTMENT
220 E. 3rd Street
Bloomington, Indiana 47401

DENY RESPONSIBILITY, and appeal the citation to the City's Board of Public Works in accordance with Bloomington Municipal Code Chapter 14.09. The appeal must be filed within seven (7) days of the issuance date of this citation. Please contact the City's Legal Department at (812) 349-3426 for information on how and where to file the appeal.

IF YOU DO NOT PAY THE FINE OR FILE AN APPEAL THE CITY OF BLOOMINGTON MAY SUBMIT ANY UNPAID FINE TO A COLLECTION AGENCY OR FILE SUIT AGAINST YOU IN THE MONROE COUNTY CIRCUIT COURT. ADDITIONAL FEES OR COSTS WILL BE ASSESSED IF THE UNPAID FINE IS SUBMITTED TO THE COLLECTION AGENCY OR SUIT IS FILED AGAINST YOU.

THIS SIDE OF CARD IS FOR RECORD INFORMATION

STAFF REPORT
Appeal of Noise Ordinance Citation #37753

Appellant Information:

Deondre' Love
300 W. Riley Dr. Apt. J 2
Bloomington, Indiana 47404
Date Appealed: 04/24/2017

Citation Information:

Issued: 04/18/2017
Officer: Detective Jake Hunter
Place: 300 W. Riley Dr. Apt. J.,
Bloomington, IN 47404
For: Excessive Loud Noise from Residence

Officer's Description:

Detective Hunter was dispatched to 300 W. Riley Dr. Apt. J 2., Bloomington, Indiana 47404, at approximately 11:46 p.m., April 18, 2017, to investigate a noise complaint in the area. Detective Hunter was in route at approximately 11:56 p.m. Upon arrival at approximately 11:59 p.m., and while in the parking lot of the complex in which Apartment J 2 is located, Detective Hunter heard music coming from Apartment J-2. Detective Hunter also witnessed Mr. Love standing in the opened doorway of Apartment J-2 shouting loudly.

Detective Hunter approached Mr. Love and advised of his reason for being there and asked Mr. Love to turn off the music, which Mr. Love did. Detective Hunter then issued a notice of violation under ticket under #37753 to Mr. Love.

Appellant's Description:

Mr. Love appeals this notice of violation because he only had around 6-8 people in his apartment while there was a large party of approximately 60-70 people taking place across the parking lot in another building and he felt that they should have received the ticket, not him.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 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.

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:

- **A Person who makes the unreasonable noise,**
- **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**
- **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

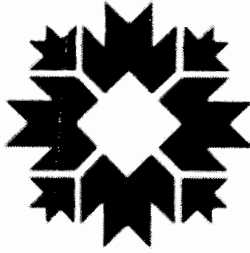
- Detective Hunter could hear loud music from off the premises at or around 11:59 p.m. Mr. Love lives at the property.

Conclusion:

- 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 a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Love'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).



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: DaVondre Love Phone Number (314)-267-6758
Citation Number: 37753 Date on Noise Citation: 4/18/2017
(Located in the top right hand corner of the citation)

Local Address:

300 W. Riley Dr Apt J2
Bloomington, IN 47404

Permanent Address:

8969 Provo Ln Apt A
St. Louis, MO 63123

Today's Date: 4/24/17

Reason for Appeal: On April 18, 2017 I was written a ticket for a noise complaint. On this night there were 6-8 people in my apartment and we were just sitting and talking and such with our door open. The police pulled up sighting that there was a loud party "in the area". There was a party happening in the next building over with loud music and about 60 to 70+ people, including about 5 of them on the balcony. The policeman stated
(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.

Signature _____

Date _____

For use by Public Works:

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

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 37753

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

Day of Week	Day	Month	Year	Time
	15	10		15:00
Last Name			First	MI
L. Lee			David	
Street Address				D.O.B.
300 N. 1st St. Apt. 107				5/1/97
City			State	Zip Code
Bloomington			IN	47401
Sex	Race	SSN/OLN		
M	B	A-136001		

DID COMMIT THE FOLLOWING OFFENSE:

L. Lee P.

OR

Excessive Loud Noise

☒ Residence

☐ Vehicle

Contrary to the BMC § 19-11-1

at 300 N. 1st St. Apt. 107, Bloomington, IN.

Officer's Signature

I.D. No.

City of Bloomington, Indiana

Date

Signature

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Davondre Love Appeal

4/29/17

that the noise complaint was in the area so they would ~~come~~ talk to us and then make their way over there. He asked who lived in our apartment and we told him. The officer then asked to see ID and I provided mine under the impression that I would not be receiving a ticket. He then wrote me a citation for a noise complaint that I strongly believe should have been directed to the people in the next building who were throwing a full fledged party. Another reason I feel that it was wrong of me to be given a citation is the fact that the party being held in the next building was completely visible to us and to the police officers yet ~~it was~~ still ticketed and fined. I strongly believe that this is an injustice that should be ~~and~~ corrected.

I was here the night we got the noise complaint ticket and am one of Davondre's roommates. There was only 8 of us at our house while there was a party that was extremely loud happening a couple houses over. The police said there was a noise complaint in the area but like I said there was 5 of us at our home versus the party and we got the ticket.

Breakwan Jones

April 18, 2017 my friend was written a ticket in his name. The two officers were called from the apartments about a noise complaint and it was obvious what house it was coming from. ~~A full~~ out party with people inside and out on the balcony. The police pulled up and seen us outside, (only a total of about 9 people) and stopped us because we were outside. There was no loud music or disturbance and there is no reason a ticket should have been given.

Thanks.
Dorewan Hale

On the night of April 18, 2017 I witnessed a written ticket in the name of DaVondre Love over a noise complaint / violation.

I would like to provide my statement to say that this was wrong and the tenants of J-2 and Davondre Love did not deserve this. The two officers that wrote the ticket were reporting to the apartments to tend to what they said was a noise complaint from the area. This complaint was clearly coming from the next building over as they were hosting a party of 60+ people with loud music. People were gathered outside as well as on the back balcony, where the officers could clearly see. When they drove by J-2, this is when they passed our friends and a total of 8 people in the house, no loud music or disruptions were happening. This ticket and sighting was an injustice and I am writing this hoping for an appeal.

Thank you,

Sydney [Signature]

STAFF REPORT
Appeal of Noise Ordinance Citation #37757

Appellant Information:

Samuel Jones
616 N. Washington St.
Bloomington, Indiana 47402
Date Appealed: 04/24/2017

Citation Information:

Issued: 04/18/2017
Officer: Detective Jake Hunter
Place: 616 N. Washington St.,
Bloomington, IN 47402
For: Excessive Loud Noise from Residence

Officer's Description:

Detective Hunter was dispatched to 616 N. Washington St., Bloomington, Indiana 47402, at approximately 10:38 p.m., April 18, 2017, to investigate a noise complaint at said address. Upon arrival at approximately 10:44 p.m., Detective Hunter saw that the front door to the house at 616 N. Washington St. was open and he heard loud music from his vehicle out in the roadway.

Detective Hunter approached Mr. Jones and advised of his reason for being there and asked Mr. Jones to turn off the music, which Mr. Jones did. Detective Hunter then issued a notice of violation under ticket under #37757 to Mr. Jones.

Appellant's Description:

Mr. Jones appeals this notice of violation because there were only two people in the apartment and they were just about to leave when Detective Hunter arrived.

Analysis:

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 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.

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:
 - **A Person who makes the unreasonable noise,**
 - **A person who allows the unreasonable noise to be made in or on property occupied by the person, and/or**

- **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

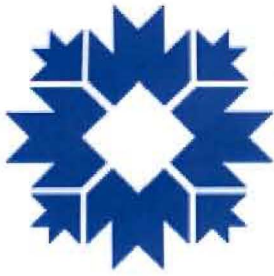
- Detective Hunter could hear loud music from off the premises at around 10:44 p.m. Mr. Jones lives at the property.

Conclusion:

- 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 a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Jones' 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).



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: Samuel Jones Phone Number 513-317-6861

Citation Number: 37757 Date on Noise Citation: 4/18/17

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

Local Address:

616 N. Washington St
Bloomington, IN

Permanent Address:

4494 S. Greyhawk Lane
Greenfield, IN

Today's Date: 4/25/17

Reason for Appeal: We do not feel that this citation
is necessary because there were only
two of us at the house when the officers
arrived and we were in the process of
leaving right when they showed up. Request the
soonest meeting date possible because I will be moving
to Madison, WI on May 15.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 4/25/17
When the Board of Public Works will consider my appeal.

Signature

Samuel Jones

Date

4/25/17

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 37757

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

Day of Week <i>Tues</i>	Day <i>18</i>	Month <i>Apr. 1</i>	Year <i>2017</i>	Time <i>10:40pm</i>
Last Name <i>Jones</i>			First <i>Samuel</i>	MI
Street Address <i>616 N Washington St</i>				D.O.B. <i>4/5/95</i>
City <i>Bloomington</i>			State <i>IN</i>	Zip Code <i>47402</i>
Sex <i>M</i>	Race <i>W</i>	SSN/OLN <i>360021 3916</i>		

DID COMMIT THE FOLLOWING OFFENSE:

Loud Party

OR

Excessive Loud Noise



Residence

Vehicle

Contrary to the BMC §

14.09.030

at

616 N Washington St

Bloomington, IN.

Officer's Signature

Jack [Signature]

I.D. No.

1554

City of Bloomington, Indiana

Date

4/18/17

Signature

[Signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

NO 37757

CITY OF BLOOMINGTON
MONROE COUNTY
ORDINANCE VIOLATION

You have been charged with a violation of the City of Bloomington Municipal Code. Under Indiana law, you may do one of the following:

ACCEPT RESPONSIBILITY, and pay the fine by cash, check or money order within seven (7) days of the issuance date of the citation at the following address:

THE CITY OF BLOOMINGTON POLICE DEPARTMENT
220 E. 3RD Street
Bloomington, Indiana 47401

DENY RESPONSIBILITY, and appeal the citation to the City's Board of Public Works in accordance with Bloomington Municipal Code Chapter 14.09. The appeal must be filed within seven (7) days of the issuance date of this citation. Please contact the City's Legal Department at (812) 349-3426 for information on how and where to file the appeal.

IF YOU DO NOT PAY THE FINE OR FILE AN APPEAL THE CITY OF BLOOMINGTON MAY SUBMIT ANY UNPAID FINE TO A COLLECTION AGENCY OR FILE SUIT AGAINST YOU IN THE MONROE COUNTY CIRCUIT COURT. ADDITIONAL FEES OR COSTS WILL BE ASSESSED IF THE UNPAID FINE IS SUBMITTED TO THE COLLECTION AGENCY OR SUIT IS FILED AGAINST YOU.



City of Bloomington
Housing and Neighborhood Development

On 3/15, 3/24, 3/31, 4/7/2017, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

✓ ____ 6.06.010 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

____ 6.06.030 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 519 S. VILLAGE CT.
The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 5-2-17 Abatement Approved: (Y/N)

Property Owner: MATTHEW CASCIO

Address: 8318 ASHLEY AVE.

BLOOMINGTON, IN. 47401

Is this a rental? ☒ (Y) ☐ (N)

Agent: L & M RENTALS

Address: SAME

Parcel Number: 53-09-01-203-004.000-016

Legal Description: 017-01270-20 HIGHLAND DUPLEXES LOT 22,
HMSTD ON 004-01740-13



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 3-15-17 Time 2:45 Address/location 519 S. VILLAGE CT. 47403

Issued by: 207

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: REMOVE ALL TRASH ON ENTIRE PROPERTY + S. SIDE OF
STRUCTURE OR FINES WILL INCREASE UNTIL PROPERTY IS IN
COMPLIANCE.

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

Owner Name MAT CASCIO
Address 8318 ASHLEY AVE.
City BLGTN. State IN.
Zip Code 47401

Agent Name L+M RENTALS
Address SAME
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 3-24-17 Time 10:15 Address/location 519 S. VILLAGE CT. 47403

Issued by: 207

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

Comments: REMOVE ALL TRASH + SCATTERED TRASH FROM ENTIRE PROPERTY
OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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

Owner Name MATT CASCIO

Address 8318 ASHLEY AVE.

City BLGTN. State IN.

Zip Code 47401

Agent Name L+M RENTALS

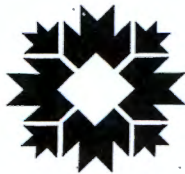
Address SAME

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 3-31-17 Time 9:10 Address/location 519 S. VILLAGE CT. 47403

Issued by: 2017

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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Comments: REMOVE ALL TRASH FROM ENTIRE PROPERTY OR FINES
WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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Owner Name MATT GASCIO
Address 8318 ASHLEY AVE.
City BLOOM. State IN.
Zip Code 47403

Agent Name L+M RENTALS
Address SAME
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 4-7-17 Time 10:10 Address/location 514 S. VILLAGE CT. 47403

Issued by: 207

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Owner Name MATT CASCIO
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City BLOOMINGTON State IN.
Zip Code 47401

Agent Name L4M RENTALS
Address SAME
City _____ State _____
Zip Code _____

BPW: ☒

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





The Board of Public Works meeting was held on Tuesday, April 18, 2017 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
Kelly Boatman
Dana Palazzo

ROLL CALL

City Staff: Chris Wheeler – City Legal
Roy Aten – Planning and Transportation
Adam Wason – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

Cox Deckard commended the Animal Care and Control staff for their work on the groundbreaking ceremony and the Renovation and Additions Project so far. She also commended Public Works staff for their work with the emergency closure of the 3rd St. and Lincoln St. intersection.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**HEARINGS ON
NOISE APPEAL**

Chris Wheeler, with City Legal, explained a subpoena was directed to Officer Stephanie Barnes, who was absent. He requested that the Board void Noise Citations #33381 and #33382 at 312 W. 14th St. due to a lack of evidence showing otherwise.

**Appeal of Noise
Citation #33381 at 312
W. 14th St.**

Palazzo made a motion to void Noise Citations #33381 and #33382 at 312 W. 14th St. Boatman seconded. The motion passed. Citations voided.

This item was addressed with the appeal above.

**Appeal of Noise
Citation #33382 at 312
W. 14th St.**

1. Approval of Minutes-April 4, 2017
2. Dedication of Right-of-Way at 600 East Hillside Drive
3. Resolution 2017-28: Allow Mobile Vendor to Operate in the Public Right-of-Way (812 BBQ, LLC)
4. Resolution 2017-29: Allow Mobile Vendor to Operate in the Public Right-of-Way (Domino's Pizza)
5. Noise Permit Request for Bloomington May Day Group (Monday, 5/1)
6. Noise Permit Request for Food Truck Fridays (April - November)
7. Approval of Payroll Register for 4/13/17 in the amount of \$377,400.74.

CONSENT AGENDA

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

NEW BUSINESS

Roy Aten, with Planning and Transportation, presented the Request from Indiana University for a Right-of-Entry at 810 N. Woodlawn Avenue (Fire Station #3) for the Woodlawn Reconstruction Project. See meeting packet for further details.

**Request from Indiana
University for a
Right-of-Entry at 810
N. Woodlawn Avenue
(Fire Station #3) for
the Woodlawn
Reconstruction Project**

Boatman asked about the Fire Station's operations and equipment during the project.

Aten explained the design consultant has coordinated with the Fire Station staff to ensure the equipment has a functional path throughout the project.

Palazzo made a motion to approve the Request from Indiana University for a Right-of-Entry at 810 N. Woodlawn Avenue (Fire Station #3) for the Woodlawn Reconstruction Project. Palazzo seconded. The motion passed. Right-of-Entry

approved.

Aten presented Change Order #14 for the Rogers Street Project. See meeting packet for further details.

**Approve Change Order
#14 for the Rogers
Street Project**

Boatman asked what caused the delay.

Aten explained pavement issues extended the project, and that the area engineer also changed.

Boatman asked if the contractors who did the work are still waiting to be paid.

Aten explained they should be paid up to their escrow amount.

Boatman asked if this was completed back in 2014.

Aten confirmed.

Cox Deckard asked if the Redevelopment Commission reviewed this yesterday.

Aten confirmed.

Boatman made a motion to approve Change Order #14 for the Rogers Street Project. Palazzo seconded. The motion passed. Change Order approved.

Aten presented Change Order #1 for the East 7th Street Path Connection Project. See meeting packet for further details.

**Approve Change Order
#1 for the East 7th
Street Path Connection
Project**

Aten noted this is not a correction, as there was not a design mistake. Staff saw an opportunity to make an improvement.

Palazzo made a motion to approve Change Order #1 for East 7th Street Path Connection Project. Boatman seconded. The motion passed. Change Order approved.

Adam Wason, with Public Works, presented the Contract for City of Bloomington Grass Cutting Services. See meeting packet for further details.

**Award Contract for
City of Bloomington
Grass Cutting Services**

Boatman asked if the price and areas to be mowed are the same as last year.

Wason confirmed. The Animal Shelter may not need to be mowed quite as often.

Boatman made a motion to approve the Contract for City of Bloomington Grass Cutting Services to City Lawn for 2017. Palazzo seconded. The motion passed. Contract approved.

Wason presented the Bulk Oil Tank Purchase and Installation Agreement. See meeting packet for further details.

**Approve Bulk Oil Tank
Purchase and
Installation Agreement**

Boatman asked where it will be installed.

Wason said it will be installed at the Fleet Maintenance garage. This will be the third one. He thanked Hoosier Penn Oil Company, Inc., for their cooperation in doing business under the City's new financial policies.

Palazzo made a motion to approve the Bulk Oil Tank Purchase and Installation Agreement. Boatman seconded. The motion passed. Agreement approved.

Wason provided the following announcements:

- Third St. and Lincoln St. Intersection Closure: He thanked the following City departments and contractors for their work with the project: Utilities Department, Street Department, Planning and Transportation Department, Crider & Crider, Inc., and Weddle Bros, LLC. He said concrete should be poured on the intersection tomorrow. Once the concrete cures, traffic should be able to flow there. He explained the City engineer requested the immediate closure after a routine inspection showed further degradation of a culvert at that location. There will be

**STAFF REPORTS &
OTHER BUSINESS**

- some continued closures on Lincoln.
- Animal Shelter Groundbreaking:
Construction should begin in the next week.

Wason addressed several items listed on the claims register, to include: Economic and Sustainable Development employee benefits and Fleet purchases.

**APPROVAL OF
CLAIMS**

Boatman moved to approve the Claims Register for 4/6/17-4/21/17 in the amount of \$1,084,271.47. Palazzo seconded the motion. The motion passed. Claims approved.

Cox Deckard called for adjournment. Meeting adjourned at 6:02 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Linda Lewis – Rasta Pops, LLC – Cart 1

Staff Representative: Jason Carnes

Meeting Date: May 2, 2017

Linda Lewis, owner of Rasta Pops, LLC has applied to renew her Pushcart License for Cart 1 to operate a pushcart. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a pushcart selling ice pops and beverages.

This application is for 6 months. Linda has asked that the effective date of her license begins on May 13, 2017.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-30**

**Pushcart in Public Right of Way
Linda Lewis dba Rasta Pops, LLC – Cart 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, Rasta Pops, LLC - Cart 1 (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for six months, beginning on May 13, 2017, and ending on November 12, 2017.

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

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

RESOLUTION 2017-30

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 __2nd__ DAY OF __May____, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-30 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis, Rasta Pops, LLC

Date: _____

Cart # 1



PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Linda Lewis - Rasta Pops		
Title/Position:	Owner		
Date of Birth:	8/8/66		
Address:	812 S. Henderson St.		
City, State, Zip:	Bloomington IN		
E-Mail Address:	lindalew@hotmail.com		
Phone Number:	812.219.6611	Mobile Phone:	" "

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact for the city.

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

4. Company Information

Name of Employer:	Rasta Pops		
Address of Employer:	812. S. Henderson St.		
City, State, Zip:	Bloomington IN		
Employment Start Date:		End Date (If known):	
Phone Number:	812.219.6611		
Website / Email:	rastapops.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	Linda Lewis	Address	Same

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

Date of incorporation or organization:	6/4/14
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

Frozen ice Pops from a cart		
Planned hours of operation:	irregular	
Place or places where you will conduct business (If private property, attach written permission from property owner):	sidewalks, events	
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> Whoops!	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number 47-1034206/0
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Rasta Pops (Linda Lewis)
Name, Printed

[Signature]
Signature

3/30/17
Date Release Signed



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

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Prohibited Location Agreement

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

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

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

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

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

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

Vendor: Rasta Pops
Name: Linda Lewis
Signature: Z. Z
Date: 3/30/17



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
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DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

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Standard of Conduct Agreement

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

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


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

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

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

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

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

Vendor: Rasta Pops
Name: Linda Lewis
Signature: 
Date: 3/30/17



Endorsement

Commercial General Liability Coverage Declarations

Customer Number: 0111061851 **Policy Period:** 06/09/2016 to 06/09/2017
Policy Number: 2113245 02 at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address: Rasta Pops, LLC 812 S Henderson St Bloomington, IN 47401-4841	Agency Name and Address: SHINE INSURANCE AGENCY LLC 103 N COLLEGE AVE BLOOMINGTON, IN 47404 812-679-8779	13830
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Insured is a(n) Limited Liability Company

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

POLICY NUMBER: 2113245

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Bloomington 401 N Morton St Bloomington, IN 47404-3729
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

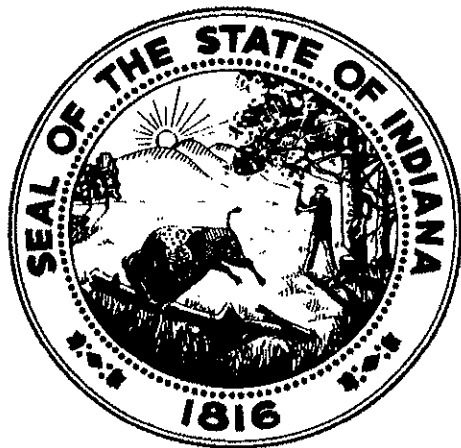
- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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

**CERTIFICATE OF ORGANIZATION
of
RASTA POPS LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

RECEIVED 06/03/2014 06:59 PM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
6/4/2014 8:41 AM

ARTICLES OF ORGANIZATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE

RASTA POPS LLC

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

LINDA LEWIS

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 6/3/2014

Electronic Signature: LINDA LEWIS

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

RASTA POPS CART #1

Linda Lewis

812 S. HENDERSON

BLOOMINGTON, IN 47401

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 APR 11 2017

By *Thomas W. Shepard*

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Linda Lewis – Rasta Pops, LLC – Cart 2

Staff Representative: Jason Carnes

Meeting Date: May 2, 2017

Linda Lewis, owner of Rasta Pops, LLC has applied to renew her Pushcart License for Cart 2 to operate a pushcart. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a pushcart selling ice pops and beverages.

This application is for 6 months. Linda has asked that the effective date of her license begins on May 13, 2017.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-31**

**Pushcart in Public Right of Way
Linda Lewis dba Rasta Pops, LLC – Cart 2**

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, Rasta Pops, LLC - Cart 2 (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for six months, beginning on May 13, 2017, and ending on November 12, 2017.

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

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

RESOLUTION 2017-31

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 __2nd__ DAY OF __May____, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

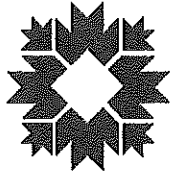
Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-31 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis, Rasta Pops, LLC

Date: _____



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Linda Lewis - Rasta Pops		
Title/Position:	Owner		
Date of Birth:	8/8/66		
Address:	812 S. Henderson St.		
City, State, Zip:	Bloomington IN		
E-Mail Address:	lindalew@hotmail.com		
Phone Number:	812.219.6611	Mobile Phone:	" "

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

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

4. Company Information

Name of Employer:	Rasta Pops		
Address of Employer:	812. S. Henderson St.		
City, State, Zip:	Bloomington IN		
Employment Start Date:		End Date (If known):	
Phone Number:	812.219.6611		
Website / Email:	rastapops.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
Linda Lewis	Same

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

Date of incorporation or organization:	6/4/14
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

Frozen ice pops from a cart		
Planned hours of operation:	irregular	
Place or places where you will conduct business (If private property, attach written permission from property owner):	sidewalks, events	
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> Whoops!	No <input checked="" type="checkbox"/>
(If Yes) Provide details		

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

- ☒ Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code:
- Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate
 - Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
- ☒ Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
- ☒ A copy of your business's registration with the Indiana Secretary of State.
- ☒ A copy of your Employer ID number 47-1034206/0
- ☒ A signed copy of the Prohibited Location Agreement
- ☒ A signed copy of the Standards of Conduct Agreement
- ☐ Fire inspection (if required)
- ☒ Picture of pushcart
- ☒ 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:



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
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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.

Rasta Pops (Linda Lewis)
Name, Printed

[Signature]
Signature

3/30/17
Date Release Signed



**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

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

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- € No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
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- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
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€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

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

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

Vendor: Rasta Pops

Name: Linda Lewis

Signature: Z. Z

Date: 3/30/17



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

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


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

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

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

Vendor: Rasta Pops

Name: Linda Lewis

Signature: 

Date: 3/30/17



Endorsement

Commercial General Liability Coverage Declarations

Customer Number: 0111061851
Policy Number: 2113245 02

Policy Period: 06/09/2016 to 06/09/2017
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Rasta Pops, LLC
812 S Henderson St
Bloomington, IN 47401-4841

Agency Name and Address: 13830
SHINE INSURANCE AGENCY LLC
103 N COLLEGE AVE
BLOOMINGTON, IN 47404
812-679-8779

Insured is a(n) Limited Liability Company

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

POLICY NUMBER: 2113245

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Bloomington 401 N Morton St Bloomington, IN 47404-3729
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

State of Indiana
Office of the Secretary of State
CERTIFICATE OF ORGANIZATION
of
RASTA POPS LLC

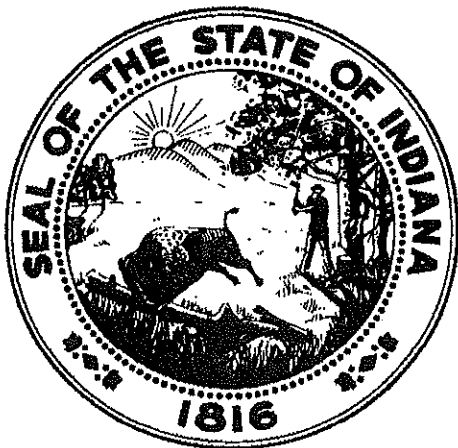
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



RECEIVED 06/03/2014 06:59 PM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
6/4/2014 8:41 AM

ARTICLES OF ORGANIZATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE

RASTA POPS LLC

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

LINDA LEWIS

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 6/3/2014

Electronic Signature: LINDA LEWIS

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

RASTA POPS 2

LINDA LEWIS

812 S HENDERSON

BLOOMINGTON, IN 47401

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.

2017

Issued

APR 25 2017

By

Thomas W. Mayo

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location





Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Barry Becker – Lazy Susan Food Truck, Inc. (dba Creative Carvings)

Meeting Date: May 2, 2017

Barry Becker, owner of Lazy Susan Food Truck, Inc. (dba Creative Carvings) has applied for his Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling various home cooked food and beverages.

This application is for 1 year. Larry received his license to operate his food truck on private property on 4-13-17. Your approval today will allow him to operate on public property during the rest of the term of his license, which expires on 4-12-18.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-32**

**Mobile Vendor in Public Right of Way
Lazy Susan Food Truck, Inc.**

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

WHEREAS, Lazy Susan Food Truck, Inc. (“Vendor”) intends to seek 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 May 2, 2017, and ending on April 12, 2018.

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

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

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior

RESOLUTION 2017-32

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 2nd, DAY OF May, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2017-32** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Barry Becker, Lazy Susan Food Truck, Inc.

Date: _____



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:	Barry J Becker	Teresa J Becker
Title/Position:	Owners	Operators
Date of Birth:	10/26/1950	10/26/1951
Address:	4263 Meadowdale	
City, State, Zip:	Bloomington IN. 47404	
E-Mail Address:	Bjbecker @ Gmail. Com TJ Becker3 @ Gmail. Com	
Phone Number:	812-876-8052	Mobile Phone: 812 219-8762

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:	Lazzy Susan Food Truck, INC.				
Address of Employer:	4263 Meadowvale				
City, State, Zip:	Bloomington IN 47404				
Employment Start Date:	10/1/2016	End Date (If known):			
Phone Number:	812 - 219 - 8762				
Website / Email:	Barbeche @ Gmail. Com				
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" 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
Teresa J Becker	4263 Meadowvale Bloomington IN 47404
Barry J Becker	SAME

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

Date of incorporation or organization:	10/2/2016 12/8/16
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	12/2/2016

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

Please See In close Menu & Pictures. 

Planned hours of operation:

7:00 AM to 3:00 PM 9:00 PM - 3:00 AM

Place or places where you will conduct business (If private property, attach written permission from property owner):

Kirkwood, Walnut. cur, Pizza 

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach 

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes ☐

No ☒

(If Yes) Provide details

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 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
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" 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 Certificate

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

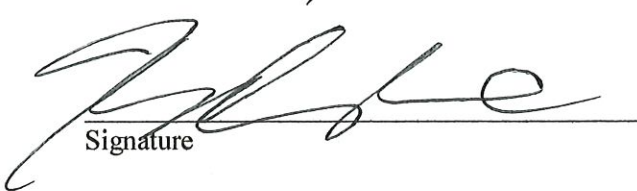
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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

The undersigned acknowledges that he/she has read this release and understands all of its terms.

The undersigned signs this release voluntarily and with full knowledge of its significance.


Name, Printed


Signature

Lozy Suzan food truck

2/2/16
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

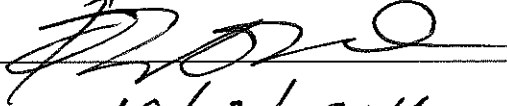
I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name:

Signature:

Date:

BARRY J. PEDER LAZY SUZIE FOOD TRUCK

10/2/2016

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.

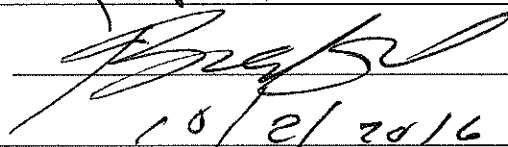
Vendor:

Name:

Bony Beck Lazy Susan Food Truck

Signature:

Date:


10/2/2016

Wed Apr 12 09:08:38 CDT 2017.



SHELTER INSURANCE COMPANIES

 GENERAL LIABILITY
 EVIDENCE OF INSURANCE
 AS OF 04/12/2017

NAME AND ADDRESS OF NAMED INSURED:
 BECKER, BARRY AND TERESA & BEC
 KER, DANIELLE
 4263 W MEADOWVALE DR
 BLOOMINGTON, IN 47404-9099

AGENT:
 HAZEN INSURANCE AGENCY LLC
 509 E HILLSIDE DR
 STE 102
 BLOOMINGTON, IN 47401-7740
 (812) 334-1413
 AGENT NUMBER 13-D743-51

Policy Number: 13-31-4753617-1

Effective Date: 12/06/2016, 2:36 PM Central Time
 Expiration Date: 12/06/2017, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 4263 W MEADOWVALE DR BLOOMINGTON, IN 47404
 BUSINESS OF THE NAMED INSURED IS: FOOD TRUCK
 THE NAMED INSURED IS: INDIVIDUAL
 THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance

General Aggregate (Other Than Product - Completed Operations)	\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	\$	1,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Rented To You Limit	\$	100,000
Medical Expense Limit (Any One Person)	\$	5,000
Premium	\$	100.00

Coverage Form and Description of Hazards

Code	Key	Description	Premium Basis	Premium
------	-----	-------------	---------------	---------

4263 W MEADOWVALE DR BLOOMINGTON, IN 47404 (COUNTY 105)

Premises and Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	67.00
Products and Completed Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	7.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit	
CG-00-01	Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF Products/completed Operations Hazard Redefined
CG-21-67	Fungi Or Bacteria Exclusion
IL-00-17	Common Policy Conditions
IL 00 21	Nuclear Energy Liability Exclusion
IL-02-72	Indiana Changes - Cancellation And Nonrenewal
CG-20-10	CITY OF BLOOMINGTON Additional Insured - Owners, Lessees or Contractors (Form)

TERM 12 MONTHS
 ZONE CODE 506

ADDITIONAL INSURED
 CITY OF BLOOMINGTON
 401 N MORTON ST
 BLOOMINGTON, IN 47404-3729

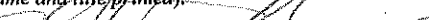



AGENT

13-D743-51

Monroe Co Health Dept
219 W. 7th St. Blomington
(812) 349-2543

Establishment Name <i>Creature Carvers Mobile</i>	Telephone Number <i>812-819-8762</i>	Date of Inspection (mm/dd/yr) <i>3/29/17</i>	ID #
Establishment Address (number and street, city, state, ZIP code) <i>4263 Meadowdale, Blomington IN 47420</i>	() Owner	Follow-up	Release Date
Owner <i>Barry & Teresa Becker</i>	Purpose:	Summary of Violations:	
Owner's Address <i>One World Kitchen, Shore</i>	1. Routine	C <input checked="" type="checkbox"/> NC <input checked="" type="checkbox"/> R <input type="checkbox"/>	
Person in Charge <i>Barry & Teresa Becker</i>	2. Follow-up	Menu Type (See back of page)	
Responsible Person's E-mail <i>barbecke@gmail.com</i>	3. Complaint	1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
Certified Food Handler <i>Barry Becker #10903856 Exp. 4/2019</i>	4. Pre-Operational		
	5. Temporary		
	6. HACCP		
	7. Other (list)		

• VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"

Received by (name and title printed): 		Inspected by (name and title printed): 	
Received by (signature): 		Inspected by (signature): 	
cc:	cc:	cc:	cc:

ServSafe
National Restaurant Association

EXAM FORM NO. 10378

CERTIFICATE NO. 10903856

ServSafe[®] CERTIFICATION

TO **BARRY J BECKER**

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).

04/11/2014

DATE OF EXAMINATION

04/11/2019

DATE OF EXPIRATION

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



#0655

©2014 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe is a registered trademark of the NRAEF, used under license by National Restaurant Association Solutions, LLC. The logo appearing next to ServSafe is a trademark of the National Restaurant Association.

This document cannot be reproduced or altered.
14013002

v.1401

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

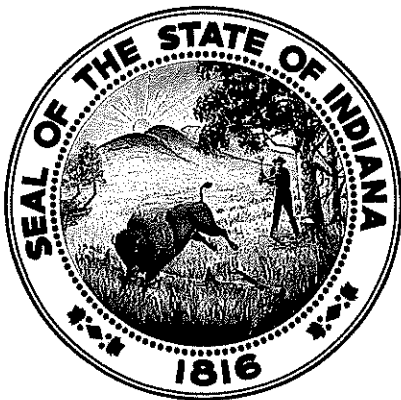
Sherman Brown
SVP, National Restaurant Association Solutions

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
LAZY SUZAN FOOD TRUCK INC.

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 07, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 08, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201612071170059 / 7452123

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

City of Bloomington Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Food Vendor Certificate

Date: 04/11/2017

Business Name: Lazy Suzan Food Truck

Address: 4263 MEADOWVALE DR
Bloomington, IN 47408

Phone:
812-219-8762

The following permit has been issued:

Permit No. 17-0011

Type: FOOD Temporary Vender/Cooking

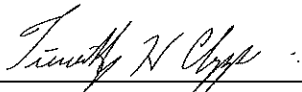
Issued Date: 04/11/2017

Effective Date: 04/11/2017

Expiration Date: 04/11/2018

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations.

Please contact City of Bloomington for more information.



Inspector: Tim Clapp

4/11/2017

Date



State Form 48099 (R4/1-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 10	AGE 10	ISSUE DATE 03/01/2017	PUR DATE 11/04/2016	COUNTY 53 - MONROE	TP R	PL YR 17	PLATE TK233NDB	PL TP GT	WEIGHT 10	PR YR 16	LS N	TYPE GT	PRIOR YR PL TK233NDB
EXPIRATION DATE 2/21/2018		MUNICIPALITY Ellettsville		VEHICLE YEAR 1998	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2W3304910			TYPE VA	COLOR ONG/		
CURRENT YEAR TAX	EX TAX 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 30.35		ADMIN FEE 15.00		TOTAL 82.35		
PRIOR YEAR TAX	EX TAX 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 10,000 GENERAL TRUCK NEW FORMAT													

BARRY J BECKER
4263 W MEADOWVALE
BLOOMINGTON, IN 47404

C
SP

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.



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1700139229242

LAZY SUZAN FOOD TRUCK INCORPORATED
4263 W MEADOWVALE DR
BLOOMINGTON, IN 47404-9099

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

000079

LAZY SUZAN FOOD TRUCK INCORPORATED
4263 W MEADOWVALE DR
BLOOMINGTON, IN 47404-9099

TID: 0158712552
LOC: 001
FID: 81-4792965/0
ISSUED: 02/02/2017
EXPIRES: 02/28/2019

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear LAZY SUZAN FOOD TRUCK INCORPORATED:

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

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be SEASONAL. Your business application indicated the start date of the business as 03/01/2017. Therefore, your first tax payment is due 05/01/2017.

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

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

New Businesses Required to File Online

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

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

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

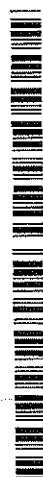
Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code, 47861127-39DA-0136-E053-0A1318407890.

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

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

1700139229242



CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

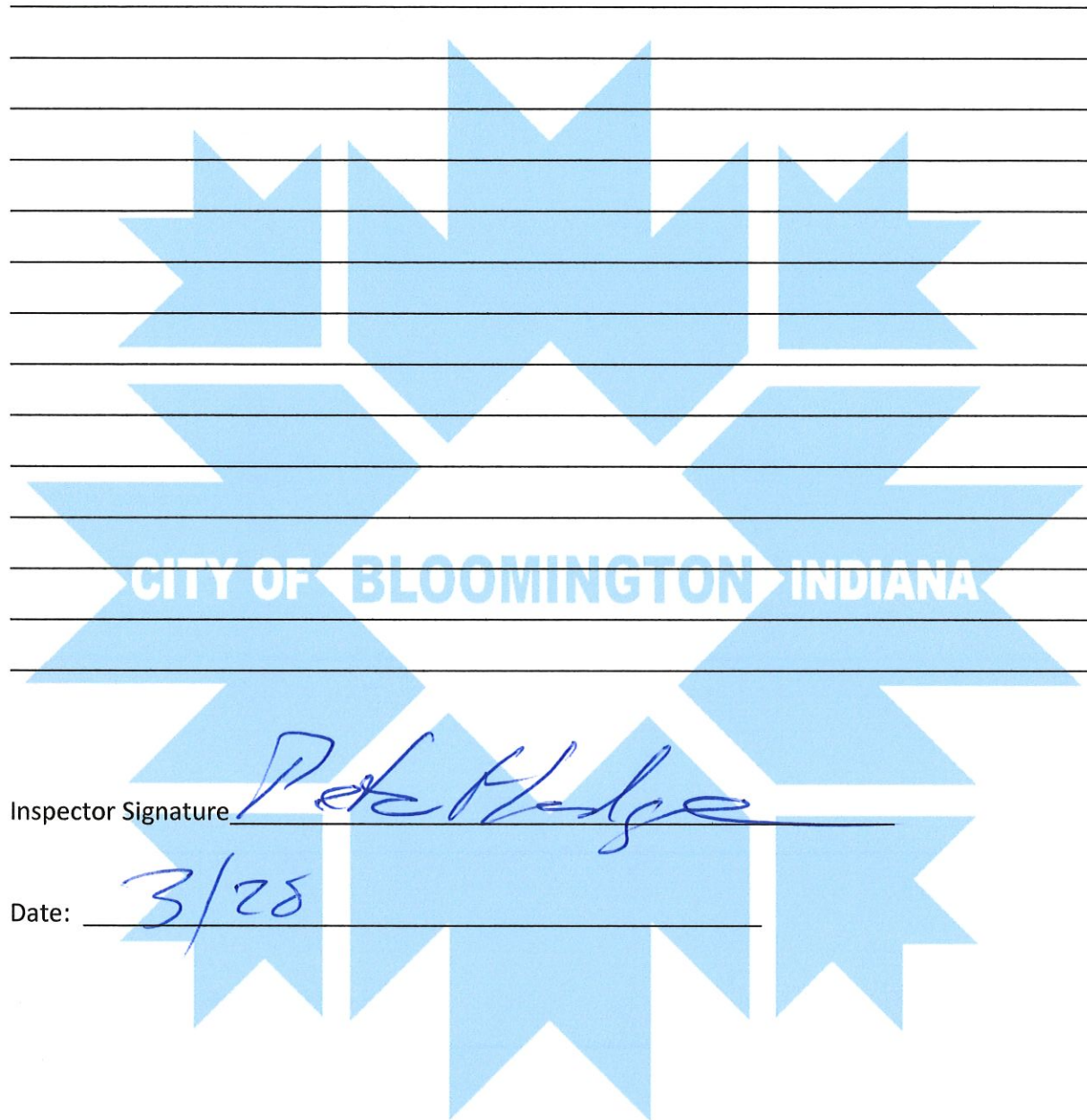
COMPANY PERFORMING INSPECTION Pete's Brooming Muffler
INSPECTOR'S NAME Pete Hodges INSPECTOR'S PHONE # 812-821-3000
DATE OF INSPECTION 3/28/17
TAXICAB COMPANY _____
VEHICLE YEAR 98 MAKE Chevy MODEL Step Van
VIN 1GBHP32R2W3304910

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>X</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

Additional Comments by Inspector: Begin new great
Rexford Shocks + Tighler Springs



Inspector Signature Pete Hodge

Date: 3/28

**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**









Creative Carvers

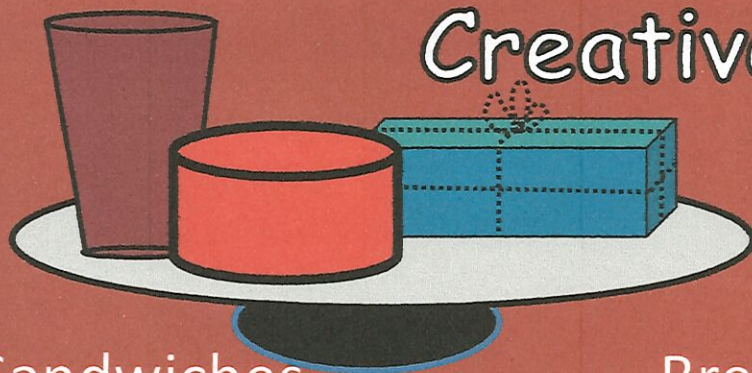
Fresh Baked Bread and
Fresh Carved Meats

Lazy Suzan Food Truck
812-219-8762

Creative Carvers

Fresh Baked
Bread and
Fresh
Carved
Meats





Creative Breakfast Cooks

812-219-8762

Our Traveling Menu

ASK ABOUT OUR CATERING

Sandwiches

Fresh Country Cured Ham

Fresh Country Cured Sausage

Fresh Country Cured Bacon

ALL BREADS FRESHLY BAKED ON THE TRUCK

Your choice of fresh Biscuit or English Muffin

Poached Egg with Cheddar Cheese

Put on what you want

- ♦Tomato ♦Cucumber ♦Green Peppers
- ♦Onions ♦Homemade Spicy Mayo ♦Mayo
- ♦Chipotle Mayo

(all toppings offered on all sandwiches)

Breakfast Plates

2 Eggs any Meat and
Hash Browns

Try our Fresh Made

Club Bread French Toast

Buttermilk Pancakes, Chocolate Chip

Pancakes or Raspberry Pancakes

Hot Syrup and Powdered Sugar

Omelets

3 Egg Omelets

Ham and cheese

Bacon and cheese

Sausage and Cheese

Put on what you want

- ♦Tomato ♦Cucumber ♦Green Peppers
- ♦Onions ♦Mushrooms ♦Green Onion

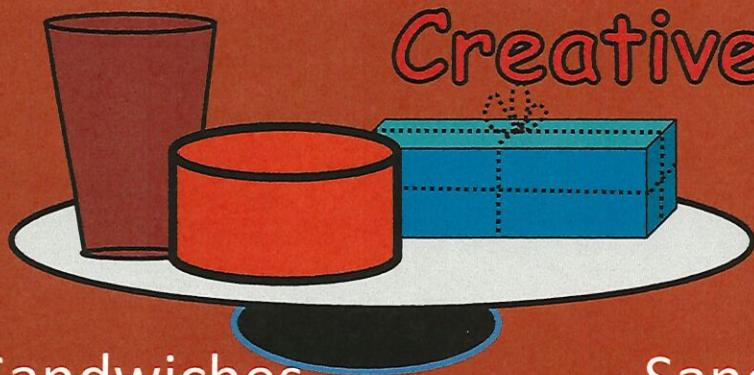
"If you like donuts"

You'll Love Apple and Raspberry

Breakfast Fritters

Lazy Suzan Food Truck

812-219-8762



Creative Sandwich Carvers

812-219-8762

Our Traveling Menu

ASK ABOUT OUR CATERING

Sandwiches

ALL BREADS FRESHLY BAKED ON THE TRUCK

Your choice of Club Roll ♦ Kaiser Roll ♦ Onion Roll
♦ Kaiser Wheat

Hot Hand Carved Sandwiches

Fresh Roasted Baron of Beef

Fresh Roasted Breast of Turkey

Fresh Country Cured Ham

Put on what you want

- ♦ Swiss ♦ Provolone ♦ Cheddar ♦ Lettuce ♦ Tomato
- ♦ Cucumber ♦ Pickles ♦ Green Peppers ♦ Onions
- ♦ Homemade Spicy Mayo ♦ Mustard
- ♦ Mayo ♦ Olive Oil ♦ Apple Vinegar
- ♦ Horseradish Sauce ♦ Homemade Giardiniera
- ♦ Chipotle Mayo ♦ Spicy Sweet Mustard
- ♦ Tapenade ♦ Cardamom BBQ Sauce

(all toppings offered on all sandwiches)

Sandwiches/Plates

Hot Special Sliced Sandwiches

Italian Beef Served with
Roasted Peppers and Au Jus

Bar B Q Beef With our own Cardamom BBQ Sauce

Muffuletta Turkey, Ham and Hard Salami
Provolone and Swiss Cheese with our own Tapenade

Turkey Ham Fresh Roasted Turkey and
Country cured Ham with Swiss cheese

TJ Chicken Salad Fresh white meat chicken
with fresh Pineapple and Almonds

Look for our daily specialty
sandwich

Salads

Cold Trio Plates

All three or We serve any one as a cold sandwich

Chicken Salad Pineapple and Toasted Almonds

Served in a pineapple wedge/*Tuna Salad* served In a
Tomato/*Egg Salad* Served on our Toasted Kaiser
Points

Caesar Salad

Olive Oil Lemon juice Garlic and Anchovies

House Italian Salad

Artichoke. Red Onion with Parmesan cheese
Fresh Hand Torn lettuce and our special Italian
Dressing

Cookies

Ask about OUR Daily Fresh Baked Cookies

Fresh Brewed Iced Tea Bottled Water

Lazy Suzan Food Truck

812-219-8762



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Arron Wever – Wevers Smoke Eaters BBQ, LLC

Meeting Date: May 2, 2017

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

The business will operate from a food truck selling various BBQ and beverages.

This application is for 6 months.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial** by Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-33**

**Mobile Vendor in Public Right of Way
Wevers Smoke Eaters BBQ, LLC**

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

WHEREAS, Wevers Smoke Eaters BBQ, LLC (“Vendor”) intends to seek 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 May 2, 2017, and ending on November 1, 2018.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. 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 2017-33

- 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 2nd, DAY OF May, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

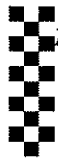
Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2017-33** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Arron Wever, Wevers Smoke Eater BBQ, LLC

Date: _____



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 checked="" type="checkbox"/> 6 Months	<input type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Arron Weaver	
Title/Position:	Owner	
Date of Birth:	2-3-71	
Address:	313 Depot Rd	
City, State, Zip:	Ellettsville IN 47429	
E-Mail Address:	wev726@yahoo.com	
Phone Number:	812-360-7328	Mobile Phone: 812-360-7328

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:	Wevers Smoke Eaters BBQ LLC			
Address of Employer:	313 Depot Rd Ellettsville IN 47429			
City, State, Zip:	Ellettsville IN 47429			
Employment Start Date:	10-2-12	End Date (If known):		
Phone Number:	812-360-7328			
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
Arren Wever	313 Depot Rd Ellettsville IN 47429

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

Date of Incorporation or organization:	10-2-2012 11/15/13
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

Pulled Pork, Nachos, Baked Potatoes, chips, craft drinks,
Brisket, Steam Table, Nacho Cheese Wurmor, Cumbros

Planned hours of
operation:

~~11 AM~~ 11 AM - 9 PM

Place or places where
you will conduct
business (If private
property, attach
written permission
from property owner):

Chocolate Moose 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 ☐

No ☒

(If Yes) Provide details

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 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
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" 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:
----------------	--------------	----------------	--------------

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.16.150 provides Standards of Conduct for all Solicitors. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

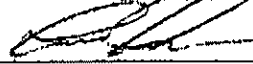
As a licensed Solicitor I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Solicitors shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the solicitor by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights)
- No solicitor shall expose any person to any undue safety or health hazards nor create a public nuisance
- Solicitors shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdiction
- No person shall engage in abusive solicitation. Such abusive activity shall mean to do one or more of the following while soliciting or immediately thereafter:
 - Coming closer than three feet to the person solicited unless and until the person solicited indicates that the person wishes to make a purchase or otherwise receive the solicitation
 - Blocking or impeding the passage of the person solicited
 - Repeating the solicitation after the person solicited has indicated an objection to the solicitation
 - Following the person solicited by proceeding behind, ahead or alongside such person after the person has indicated an objection to the solicitation
 - Threatening the person solicited with physical harm by word or gesture
 - Abusing the person solicited with words which are offensive and inherently likely to provide an immediate violent reaction
 - Touching the solicited person without the solicited person's consent.
- No solicitor shall approach any vehicle driving upon, stopped upon, or parked upon any public or private street or alley
- No solicitor shall conduct his/her business from a street, alley, traffic island, or median.

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

Vendor:

Name: Arron Weaver Wevers Smoke Eaters BBQ LLC

Signature:  Wevers Smoke Eaters BBQ LLC

Date: 4-25-17

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.

Arren Wever Wevers Smoke Eaters BBQ LLC
Name, Printed

[Signature] Wevers Smoke Eaters
Signature BBQ LLC

4-25-17
Date Release Signed

John Hamilton**Mayor****CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

- No solicitor shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- No solicitor shall locate in a street, street median strip or alleyway
- No solicitor shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- No solicitor shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- No solicitor shall locate in a neighborhood or on property wherein a sign reading "No Solicitation", or something of a similar nature, has been duly erected and displayed
- No solicitor shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - o Between the north side of 6th Street and the south side of Fairview Street

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

Vendor:Name: Arren Wever Wevers' Smoke Eaters BBQ LLCSignature: [Signature] Wevers' Smoke Eaters BBQ LLCDate: 4-25-17



CERTIFICATE OF LIABILITY INSURANCE

SMOKE-2

OP ID: AE

DATE (MM/DD/YYYY)

09/01/2016

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 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 ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1689 Bloomington, IN 47402 Joyce L. Riggs, CISR	CONTACT NAME: Joyce L. Riggs, CISR PHONE (A/C, Mr, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646 E-MAIL ADDRESS: joyceriggs@mayagency.com
INSURED Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville, IN 47429-1625	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Group 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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BK857408453	07/19/2016	07/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq & contents) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS57400453	07/19/2016	07/19/2017	COMBINED SINGLE LIMIT (Eq & 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 \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <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)

City of Bloomington is listed as Additional Insured on Genral Liability.

CERTIFICATE HOLDER

CITYBL2

City of Bloomington
 401 N. Morton Street
 Bloomington, IN 47402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Amirion England

© 1988-2014 ACORD CORPORATION. All rights reserved.

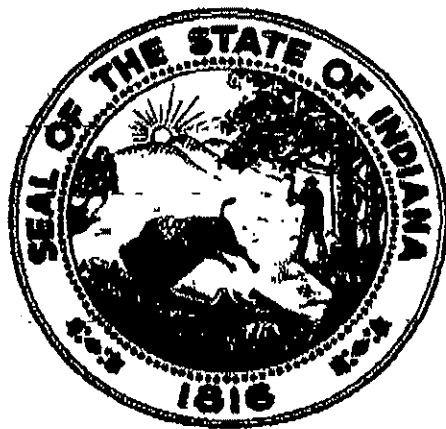
State of Indiana
Office of the Secretary of State
CERTIFICATE OF AMENDMENT
of
SMOKE EATERS LLC

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

The name following said transaction will be:

WEVERS SMOKE EATERS BBQ LLC

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



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

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

WEVER'S SMOKE EATER BBQ-COMMISSARY,

ARRON WEVER

312 DEPOT ROAD

ELLETTSVILLE, IN 47429

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 FEB 21 2017

By Thomas W. Maynard

2017

Expires annually at end of February

This License Is Not Transferable to Another Individual or Location

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

WEVER'S SMOKE EATERS' BBQ

ARRON WEVER

313 DEPOT ROAD

ELLETTSVILLE, IN 47429

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 FEB 21 2017

By Thomas W. Maynard

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

ServSafe

ServSafe® CERTIFICATION

ARRON WEVER

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).

12553798

CERTIFICATE NUMBER

10439

EXAM FORM NUMBER

7/13/2018

DATE OF EXPIRATION

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

7/13/2020

DATE OF EXPIRATION



#0055

In accordance with National Health Conference on Food Protection (NHF) standards, this certificate is valid for 2 years. The logo is a trademark of the NFHF.

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

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Ill Health Service Garage
INSPECTOR'S NAME Cary Decker INSPECTOR'S PHONE # 812-876-3252
DATE OF INSPECTION 8-23-16
TAXICAB COMPANY _____
VEHICLE YEAR 1992 MAKE INT MODEL AUT
VIN 1HTSDPNM9NH435175

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

[Handwritten signature]

8/25/16

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

**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: 03/30/2017

Business Name: Wevers Smoke Eaters BBQ

Address: 313 W Depot ST
Ellettsville, IN 47429

Phone:

The following permit has been issued:

Permit No. 17-011

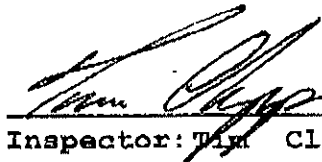
Type: FOOD Temporary Vender/Cooking

Issued Date: 03/30/2017

Effective Date: 03/30/2017

Expiration Date: 03/30/2018

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



Inspector: Tim Clapp

3-30-2017

Date

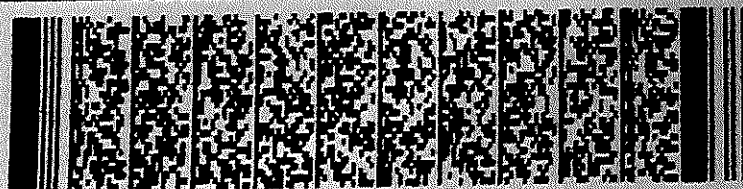


State Form 48099 (R2/11-10)
Approved by State Board of
Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12254060-14035-1517

CLASS 15	AGE 24	ISSUE DATE 06/22/16	PUR DATE 06/20/16	COUNTY 53 - MONROE	TP N	PL YR 16	PLATE TK916NAU	PL TP GT	WEIGHT 11	PR YR	LX N	TYPE AM
EXPIRATION DATE 12/07/17		PRIOR YR PL		VEHICLE YEAR 92	MAKE INT	TYPE AM	MODEL AUT	COLOR BLK/	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175			
CURRENT YEAR TAX	EXTAX 42.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 0.00	WHEEL/SUR 25.00	STATE REG FEE 84.75	ADMIN FEE 0.00	TOTAL DUE 151.75				
PRIOR YEAR TAX	EXTAX 24.50	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 24.50	WHEEL/SUR 14.58	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 39.08				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT												



DD

Legal Address
314 DEPOT ROAD
ELLETTSVILLE IN 47429

ROY M & CONNIE M WEVER
314 W DEPOT ST
ELLETTSVILLE, IN 47429-1626





SOUND THE
ALARM! IT'S
TIME FOR
BBQ!
812-360-7328

LOADED
PORK-NACHOS

SMOKED
BRISKET

FOLLOW US ON
f t

PULLED-PORK
BAKED POTATO

PULLED-PORK
SANDWICH

WEVER'S
Smoke Eaters
BBQ Sauce
AND CATERING!
812-360-7328

Mobile Vendors			
Name	License Term	License Dates	Approved for Public Property
Big Cheez - 1	1 Year	2-7-17 - 2-6-18	Y
Big Cheez - 2	1 Year	2-7-17 - 2-6-18	Y
Thunder Hog BBQ	1 Year	8-19-16 - 8-18-17	N
Vilven LLC (dba Juancho's Munchies)	1 Year	9-20-16 - 9-19-17	Y
La Pablana	1 Year	4-4-17 - 4-3-18	Y
Barisgo Coffee	1 Year	5-31-16 - 5-30-17	Y
STIR Mobile Coffee	1 Year	2-8-17 - 2-7-18	N
Kabobs Gyros on Wheels	1 Year	1-25-17 - 1-24-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 - 1-24-18	Y
Doner Kebab	1 Year	3-21-17 - 3-20-18	Y
Wagon Wheel 2	1 Year	6-30-16 - 6-29-17	N
Brown County Kettle Corn	1 Year	5-27-16 - 5-26-17	Y
King Dough	1 Year	7-14-16 - 7-13-17	N
Monster Egg Roll	1 Year	7-14-16 - 7-13-17	N
Kona Ice of Bloomington	1 Year	7-13-16 - 7-12-17	Y
Greens Keeper Foods	1 Year	10-4-16 - 10-3-17	Y
Mina's Kitchen, LLC	1 Year	10-11-16 - 10-10-17	N
Red Frazier Bison, LLP	6 Months	2-22-17 - 2-21-18	N
Limestone BBQ, LLC	1 Year	2-21-17 - 2-20-18	Y
Comfort Catering, LLC	1 Year	2-22-17 - 2-21-18	Y
Wagon Wheel	1 Year	6-31-16 - 6-30-17	Y
Great White Smoke, LLC	6 Months	3-17-17 - 9-16-17	N
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 - 4-12-18	Y
812 BBQ, LLC	1 Year	4-18-17 - 4-17-18	Y
Wever's Smoke Eaters BBQ	6 Months	5-2-17 - 11-1-17	Y
Pushcarts			
Name	License Term	License Dates	Approved for Public Property
Uel Works, LLC	1 Year	5-31-16 - 5-30-17	Y
Gimmie Sum Moe, LLC	6 Months	2-7-17 - 8-6-17	Y
Chocolate Moose	1 Year	5-17-16 - 5-18-17	Y
Naughty Dog	1 Year	8-9-16 - 8-8-17	Y
Rasta Pops - 1	6 Months	5-2-17 - 11-1-17	Y
Rasta Pops - 2	6 Months	5-2-17 - 11-1-17	Y



Board of Public Works Staff Report

Project/Event: New Westside/ESD Arts

Petitioner/Representative: Economic and Sustainable Development

Staff Representative: Sean M. Starowitz

Meeting Date: May 2nd, 2017

Near Westside Neighborhood Association in collaboration with the Department of Economic and Sustainable Development will be hosting a Block Party and Mural Painting project with local artist Emily Wilson on May 20th from 11 AM to 6 PM with a rain date of June 11th.

Near Westside/ESD is requesting permission to hold their block party on 7th Street between Adams and Waldron Street. The event closure is requesting from 11 AM to 6 PM with the event occurring approximately from 12 PM – 5 PM.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-34
NEAR WESTSIDE NEIGHBORHOOD BLOCK PARTY**

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

WHEREAS, the Near Westside Neighborhood and City of Bloomington Economic & Sustainability Department (hereinafter referred to as “Neighborhood” and “City”) is desirous of the closing the 7th Street between Adams to Waldron Street to hold a block party around traffic calming mural painting; and

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

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

1. The City of Bloomington Board of Public Works declares 7th Street between Adams and Waldron Street be temporarily closed to motor vehicle traffic from 11am to 6pm May 20, 2017, (rain date June 11) for the purpose of staging a neighborhood block party and traffic calming mural painting.
2. The City shall be responsible for posting “no parking” signs at least 24 hours in advance of the street closing. Temporary “no parking” signs may be obtained from the City of Bloomington Department of Public Works.
3. The City shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The City agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The City agrees to close the street not before 11am. on Saturday, May 20, 2017, and to remove barricades and signage by 6pm. on Saturday, May 20, 2017. Rain date of Sunday, June 11, 2017.
4. The City shall be responsible for obtaining any and all required permits or licenses as well as being responsible for all legal and financial expenditures.
5. The City shall be responsible for notifying the general public, public transit and public safety agencies of the street closing at least 48 hours in advance.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.
7. The City shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 6pm on the day of the event.

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

ADOPTED THIS 2nd DAY OF May 2017.

BOARD OF PUBLIC WORKS:

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

Kyla Cox Deckard, President

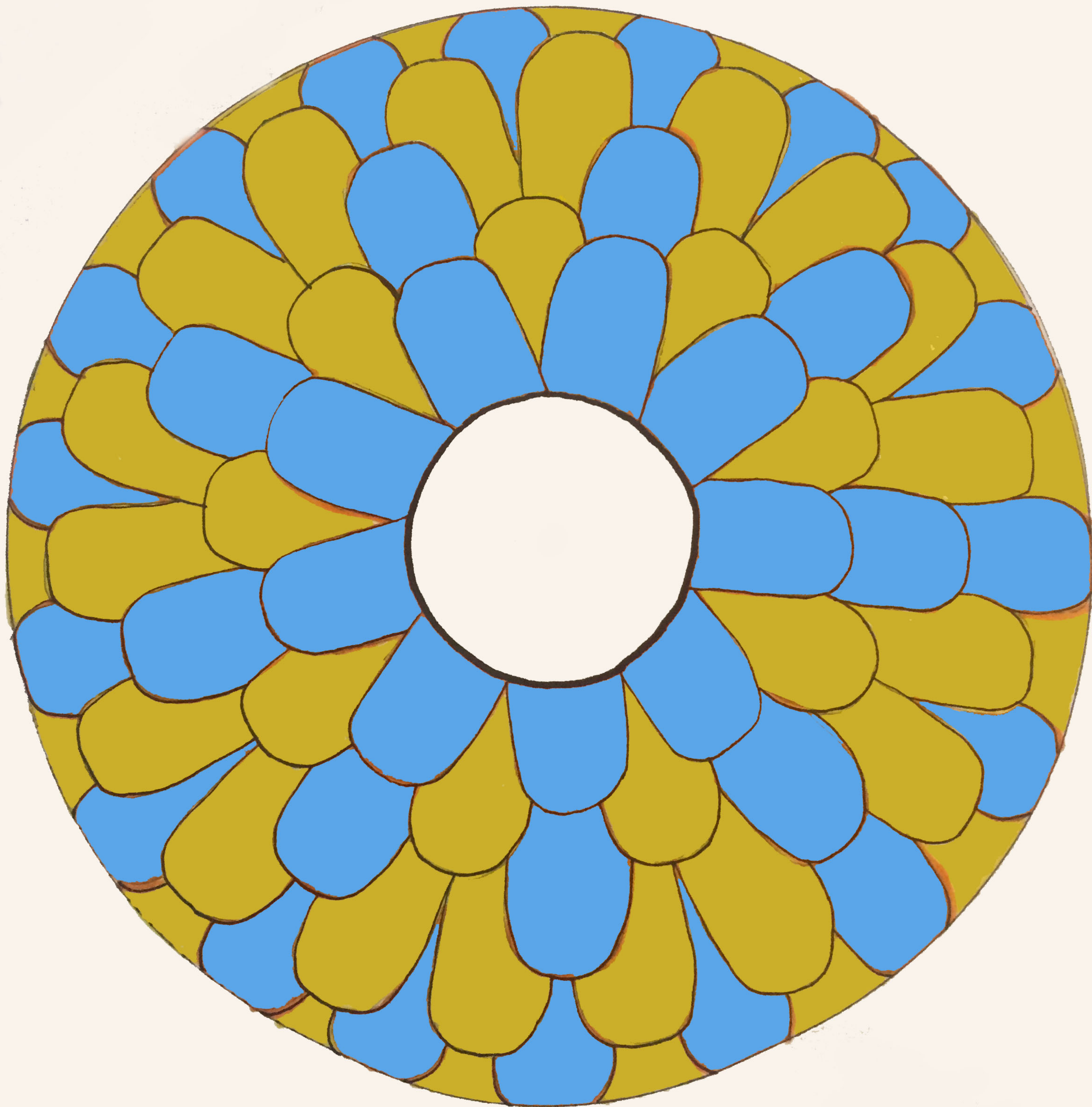
Signature

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Date:





864 W 7th St

Bloomington, Indiana

Street View - Aug 2014

Waldron St

WALTERS

Hide imagery



Board of Public Works Staff Report

Project/Event: Close Jordan for IU Summer Concert

Petitioner/Representative: IU Jacobs School of Music

Staff Representative: Sean Starowitz

Meeting Date: May 2, 2016

The Jacobs School of Music will be holding an outdoor concert on June 14, 2017. They request permission to close Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Avenue parking garage. The street closing cuts down on vehicular noise and makes the venue safer for pedestrians. The street would be closed between the hours of 6:50pm to 8:15pm which includes 15 minutes on both sides for set up and tear down. Bloomington Police and Fire Departments have no issue with the closure. IU Police will be assisting with any traffic issues.

These are family events which are free and opened to the public.

Staff recommends approval.

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-35**

IU JACOBS SCHOOL OF MUSIC OUTDOOR CONCERT

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 Indiana University Jacobs School of Music is desirous of using City property which includes Jordan Avenue from the north side of Jones Avenue to the south side of driveway into Jordan Avenue Parking garage on Wednesday, June 14, 2017 to host an outdoor concert; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Parking garage shall be temporarily closed to traffic and parking from 6:50 p.m. to 8:05 pm on Wednesday, June 14, 2017, for IU Jacobs School of Music Outdoor Concert.
2. IU Jacobs School of Music shall be responsible for placement and removal of barricades. IU Jacobs school of Music is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. IU Jacobs School of Music agrees to obtain at its own expense and place barricades to close Jordan Avenue from the north side of Jones Avenue to the south side of the driveway into Jordan Parking garage.
3. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks. Cleanup shall be completed by 8:05pm on Wednesday, June 14, 2017.
4. By granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
5. IU Jacobs School of Music 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).

RESOLUTION 2017-35

6. 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.
7. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Jacobs School of Music, 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 2nd DAY OF May, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice- President

Dana Palazzo, Secretary

AGREED TO THIS ___ DAY OF _____, 2017.

IU Jacobs School of Music

Signature

Printed Name and Title

Tafoya, Claire

To: pattoni@bloomingtontransit.com
Subject: Jordan Avenue closure, June 14 from 7-8pm

Dear Ian,

I was given your contact information for Bloomington Transit, to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert from 7-8pm on June 14, 2017. This will be held on the Musical Arts Center lawn at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue parking garage from 6:50-8:15 pm that evening if the event is approved.

Thank you,

Claire Tafoya
Department of Bands
Jacobs School of Music
812-855-1372

Tafoya, Claire

To: iubus@indiana.edu
Subject: Jordan Avenue closure, June 14 from 7-8pm

Dear Sir or Madam,

I am writing to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert from 7-8pm on June 14, 2017. This will be held on the Musical Arts Center lawn at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue parking garage from 6:50-8:15 pm that evening if the event is approved.

Thank you,

Claire Tafoya
Department of Bands
Jacobs School of Music
812-855-1372

Tafoya, Claire

To: THEATRE
Subject: Jordan Avenue closure, June 14 from 7-8pm

Dear IU Theatre Department,

I am writing to notify you of a street closure.

The IU Jacobs School of Music Band Department will be giving a free outdoor band concert from 7-8pm on June 14, 2017. This will be held on the Musical Arts Center lawn at 101 N Jordan Avenue.

We plan to close Jordan Avenue to all traffic between Jones Avenue and the Jordan Avenue parking garage from 6:50-8:15 pm that evening if the event is approved.

It is our hope and wish that this does not conflict with a summer theatre production.

Thank you,

Claire Tafoya
Department of Bands
Jacobs School of Music
812-855-1372



Laurel Waters <watersl@bloomington.in.gov>

Re: IU Outdoor Concert Event Application

1 message

Scott Oldham <oldhams@bloomington.in.gov>

Thu, Apr 6, 2017 at 2:12 PM

To: Laurel Waters <watersl@bloomington.in.gov>

Cc: Richard Alexander <alexandr@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Christina Smith <smithc@bloomington.in.gov>, Joe Johnson <johnsonj@bloomington.in.gov>, Sean Starowitz <starowis@bloomington.in.gov>, Jacqueline Bauer <bauerj@bloomington.in.gov>

BPD is good with this as is IUPD

Scott Oldham
Captain of Operations
Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3309 office
oldhams@bloomington.in.gov

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

Confidentiality Notice: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited.

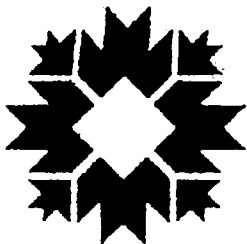
On Thu, Apr 6, 2017 at 12:47 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:

I have attached the application to close a portion of Jordan Avenue. IU has done this for many years. Please review and let me know if you approve.

Thank you,



Laurel Waters
City of Bloomington
Economic & Sustainable Development
812.349.3418
watersl@bloomington.in.gov



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

Mailing Address:
P.O. Box 100
Bloomington, IN 47402

Street or Traffic Lane Closure Application

Please Note: It shall be the responsibility of the party closing a street, traffic lane, parking lane, bike lane, or sidewalk to provide all necessary signage and traffic control devices. All signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD). It is also the responsibility of the party requesting the closure to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. A notification list is available from the Public Works Department. The party requesting closure agrees to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting closure of the public right of way.

Street(s): Jordan Avenue

(Address or block where closure or restriction begins)

Starting at: the north side of Jones Avenue

(Address or block where closure or restriction begins)

Ending at: the south side of driveway into Jordan Avenue parking garage

(Address or block where closure or restriction ends)

Type of Closure (check all that apply): **Detour Route or MOT Required *** ☐ Alley, ☐ Sidewalk, ☐ Bike Lane
☒ **Complete Street Closure***, ☐ One Traffic Lane*, ☐ 2 or more Traffic Lanes*, ☐ Parking Lane

Reason for Closure: ☐ Work on Sidewalk ☐ Work in Street ☐ Loading and Unloading ☐ Utility Work
☒ Special Event ☐ Work on Private Property ☐ Other: _____

Date(s) of Closure: From June 14, 2017 To June 14, 2017

Start Time: 6:50pm a.m. / p.m.

Overnight Closure Required: ☐ Yes ☒ No

End Time: 8:05pm a.m. / p.m.

Responsible Party Information

Name or Organization: Indiana University Jacobs School of Music

Contact Person: Stephen W. Pratt Contact Phone No.: 812-855-1372

Contact Email: pratts@indiana.edu

Signature: *Stephen W. Pratt* Date 4/5/17

For Office Use

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____



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: Stephen W. Pratt
Contact Phone: 812-855-1372 Mobile Phone: 812-322-8184
Title/Position: Director of Bands/Professor of Music
Organization: Indiana University Jacobs School of Music
Address: 1201 E Third St, Merrill Hall 006
City, State, Zip: Bloomington, IN 47405
Contact E-Mail Address: pratts@indiana.edu
Organization: ctafoya@indiana.edu (Claire Tafoya, administrator)
E-Mail and URL: <http://music.indiana.edu/departments/academic/bands/index.shtml>
Org Phone No: 812-855-1372 Fax No: 812-856-4207

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

Organization Name: Indiana University Facilities Operations
Address: 1800 N Range Rd
City, State, Zip: Bloomington, IN 47408
Contact E-Mail Address: phypltbl@indiana.edu
Phone Number: 812-855-8728 Mobile Phone:

Organization Name: Indiana University Office of General Counsel
Address: 107 S Indiana Av, Bryan Hall
City, State, Zip: Bloomington, IN 47405
E-Mail Address: ksdrew@iu.edu
Phone Number: 812-855-0009s Mobile Phone:

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

3. Event Information

Type of Event

- ☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☐ Block Party
☐ Parade ☒ Other (Explain below in Description of Event)

Date(s) of Event: June 14, 2017

Time of Event: Date: 6/14/17 Start: 6:50pm End: 8:15pm

Setup/Teardown time Needed Date: 6/14/17 We have included setup/teardown time, above.

Calendar Day of Week: Wednesday

Description of Event: The Indiana University Summer Concert Band performs two concerts each June/July in an outdoor setting on the lawn in front of the Musical Arts Center. This very popular group attracts hundreds of people for every concert and features a number of faculty and outstanding student soloists. The band performs a variety of works including light concert overtures, marches, Broadway tunes, and movie music. One of the major instrumental ensembles in the summer, the band is a fully instrumented symphonic band, attracting some of the finest wind and percussion students in the Jacobs School of Music.

Our second concert will be held indoors so we are only requesting street closure on one date.

Expected Number of Participants: 300

Expected # of vehicles (Use of Parking Spaces to close): People park in the Jordan parking garage.

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

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

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

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

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

- ☐ A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)
 - The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - The number of lanes to be restricted on each road shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and
 - The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
- ☐ Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
- ☐ Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☐ Not applicable
- ☐ A properly executed Maintenance of Traffic Plan
 - *Determine if No Parking Signs will be required
 - * Determine if Barricades will be required
- ☐ Noise Permit application ☒ 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.
- ☐ If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- ☐ Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

- ☐ Determine what type of Event

- ☐ Complete application with attachment
 - ☒ Detailed Map
 - ☒ Proof of notification to businesses/residents (copy of letter/flyer/other)
 - ☒ Maintenance of Traffic Plan
 - ☐ Noise Permit Application (if applicable) N/A
 - ☒ Certificate of Liability Insurance
 - ☐ Secured a Parade Permit from Bloomington Police Department (if applicable) N/A
 - ☐ Beer and Wine Permit (if applicable) Waste and Recycling Plan (if applicable) N/A
 - ☐ Waste and Recycling Plan (if applicable)

- ☐ Date Application will be heard by Board of Public Works
- ☐ Approved Parks Special Use Permit (if using a City Park) N/A
- ☐ If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) N/A

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development	4/5	
	Bloomington Police	4/5/17	S. Oldham per email
	Bloomington Fire	4/5/17	J. Johnson per email
	Planning & Transportation	4/5/17	R. Alexander per email
	Transit	4-18-17	Ian Patton per email
	Public Works		
	Board of Public Works		



Laurel Waters <watersl@bloomington.in.gov>

Re: IU Outdoor Concert Event Application

1 message

Joe Johnson <johnsonj@bloomington.in.gov>

Thu, Apr 6, 2017 at 2:16 PM

To: Scott Oldham <oldhams@bloomington.in.gov>

Cc: Laurel Waters <watersl@bloomington.in.gov>, Richard Alexander <alexandr@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Christina Smith <smithc@bloomington.in.gov>, Sean Starowitz <starowis@bloomington.in.gov>, Jacqueline Bauer <bauerj@bloomington.in.gov>

BFD is good with this as well.

On Thu, Apr 6, 2017 at 2:12 PM, Scott Oldham <oldhams@bloomington.in.gov> wrote:

BPD is good with this as is IUPD

Scott Oldham
Captain of Operations
Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3309 office
oldhams@bloomington.in.gov

"The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."

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On Thu, Apr 6, 2017 at 12:47 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:

I have attached the application to close a portion of Jordan Avenue. IU has done this for many years. Please review and let me know if you approve.

Thank you,



Laurel Waters
City of Bloomington
Economic & Sustainable Development
812.349.3418
watersl@bloomington.in.gov

Joe Johnson
Fire Inspection Officer
Bloomington Fire Department
812-349-3886



Laurel Waters <watersl@bloomington.in.gov>

Re: IU Outdoor Concert Event Application

Richard Alexander <alexandr@bloomington.in.gov>

Thu, Apr 6, 2017 at 1:20 PM

To: Laurel Waters <watersl@bloomington.in.gov>

Cc: Scott Oldham <oldhams@bloomington.in.gov>, Adam Wason <wasona@bloomington.in.gov>, Christina Smith <smithc@bloomington.in.gov>, Joe Johnson <johnsonj@bloomington.in.gov>, Sean Starowitz <starowis@bloomington.in.gov>, Jacqueline Bauer <bauerj@bloomington.in.gov>

It should be fine again this year.

Thanks,
Rick

On Thu, Apr 6, 2017 at 12:47 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:

I have attached the application to close a portion of Jordan Avenue. IU has done this for many years. Please review and let me know if you approve.

Thank you,



Laurel Waters
City of Bloomington
Economic & Sustainable Development
812.349.3418
watersl@bloomington.in.gov

--
Rick Alexander
Public Improvement Manager
PO Box 100, 47402
City of Bloomington, Indiana
812-349-3423



Laurel Waters <watersl@bloomington.in.gov>

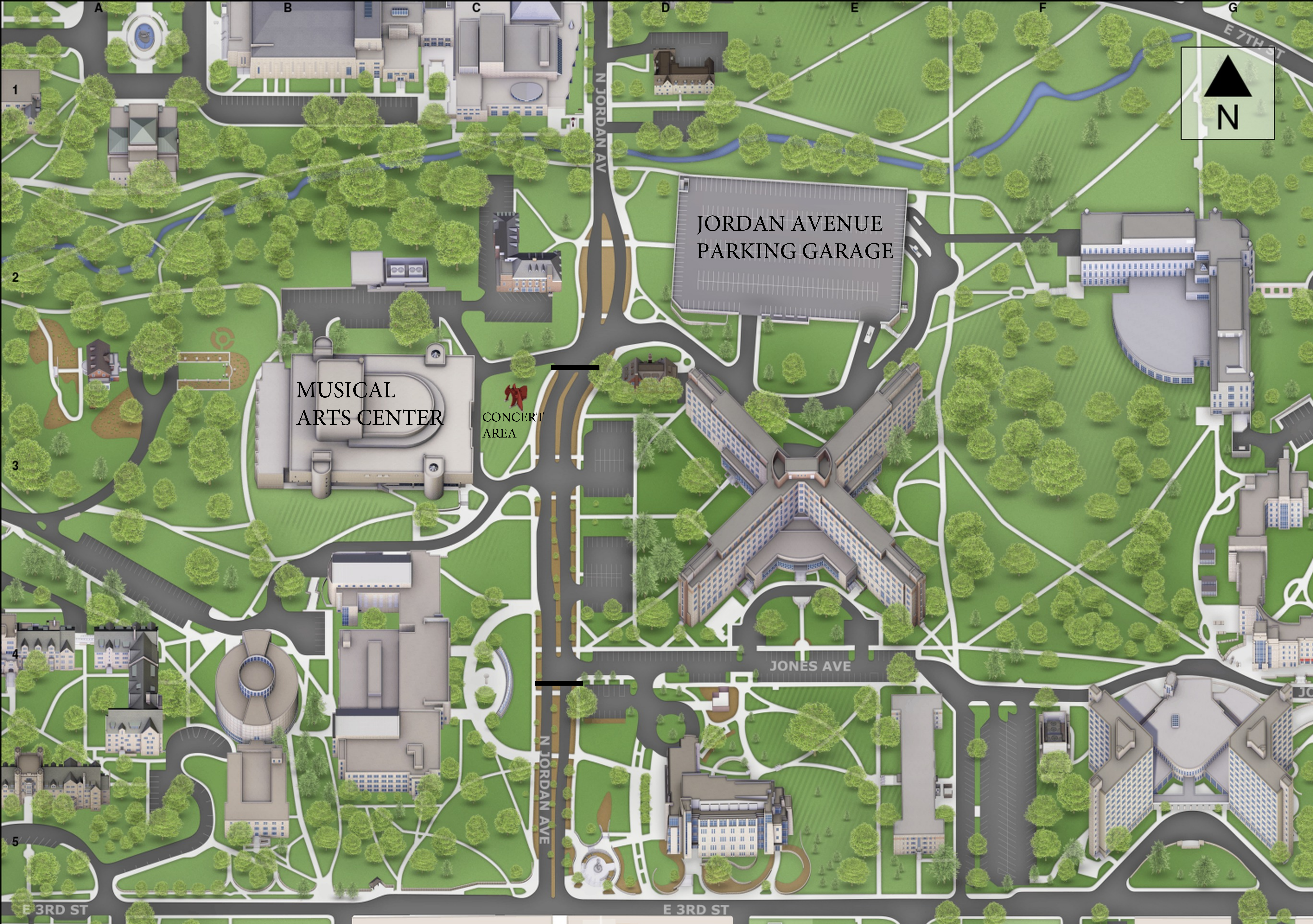
Bloomington Transit/June 14 closure of Jordan Avenue

1 message

Ian Patton <pattoni@bloomingtontransit.com>
To: Laurel Waters <watersl@bloomington.in.gov>

Tue, Apr 18, 2017 at 8:23 AM

Laurel: this does not present a problem for Bloomington Transit.
Ian Patton, Operations Manager.



On June 14 from 6:50-8:15pm, we wish to close Jordan Avenue to all traffic, with 2-3 barricades at the north side of Jones Avenue, and 2-3 barricades at the south side of the driveway to the Jordan Avenue parking garage. Barricades are provided by IU.

IU police will direct traffic at each end of the closure.

Black lines indicate barricaded area.



Board of Public Works Staff Report

Project/Event: The Itsy Bitsy Kids Triathlon

Staff Representative: Sean Starowitz

Petitioner/Representative: Bloomington Parks Department/Alison Miller

Date: May 2, 2017

Report: This will be the 4th year for the Bryan Park Itsy Bitsy Kids Triathlon. It is a non-competitive swim, bike, and run event geared toward children 5-10 years of age. The event is scheduled for July 15th from 9am until 12pm, with the bike portion taking place from 9:30am – 10am. The participants start with the 50-meter swim at the park pool. Participants will cross Woodlawn to the start line at the intersection of S. Manor Drive and E. Southdowns Drive. The biking portion of the triathlon will take place from S. Manor Drive and E. Southdowns Drive, turning onto South Hawthorne Dr. and then onto E. Sheridan Drive, making a .15 loop five times. The biking portion will take approximately 30 minutes. Monroe County Sheriff's Deputies will be assisting with traffic control. The event concludes with an awards celebration at the park shelter house.

Recommendation and Supporting Justification: The Parks Department has held this event in the same place for the last three years. Use of the city streets only lasts approximately 30 minutes. Two Sheriff Deputies will be assisting with traffic control. Both Bloomington Police and Fire are supportive as long as barricades are placed on the diagonal to allow for ingress/egress.

Staff recommends approval

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-36
PARKS AND RECREATION KIDS' TRIATHLON**

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

WHEREAS, the City of Bloomington Parks and Recreation Department has requested use of city streets to conduct a Special Event in the form of a children's triathlon.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Parks and Recreation Kids' Triathlon between the hours of 9:30am and 10:00am., on Saturday, July 15, 2017: Woodlawn Drive, S. Manor Drive and E. Southdowns Drive, South Hawthorne Drive, East Sheridan Drive.
2. The street limitations outlined above are for the purposes of allowing the City of Bloomington Parks and Recreation Department to provide a fitness-related event of high quality that is mutually beneficial to participants and the community on Saturday, July 15, 2017. Bloomington Parks and Recreation Department shall be responsible for developing a Traffic Plan. Parks and Recreation agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan.
3. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
4. By granting permission to utilize City property to facilitate this Special Event, 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 Special Event.
5. The City of Bloomington Parks and Recreation Department 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.

ADOPTED THIS 2nd DAY OF May, 2017.

RESOLUTION 2017-36

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard

Kelly M. Boatman

Dana Palazzo



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



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:	Alison Miller		
Contact Phone:	812-349-3771	Mobile Phone:	317-403-7779
Title/Position:	Health/Wellness Coordinator		
Organization:	City of Bloomington Parks and Recreation Department		
Address:	401 N. Morton St.		
City, State, Zip:	Bloomington, IN, 47401		
Contact E-Mail Address:	milleal@bloomington.in.gov		
Organization E-Mail and URL:	Bloomington.in.gov/parks		
Org Phone No:	812-349-3700	Fax No:	812-349-3705

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

Organization Name:			
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 type="checkbox"/> Metered Parking Space(s) <input checked="" 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:	Saturday, July 15, 2017	
Time of Event:	Date: 7/15/2017 Start: 9am Date: 7/15/2017 End: 10:30am	
Setup/Teardown time Needed	Date: 7/15/2017 Start: 7am Date: 7/15/2017 End: 12pm	
Calendar Day of Week:	Saturday	
Description of Event:	<p>In its 4th year, the Bryan Park Itsy Bitsy Kids Triathlon is a non-competitive swim, bike, run event geared towards children ages 5-10 years old. The swim will be the first event and will take place at Bryan Park pool. Following the 50-meter swim, all of the young athletes will move to the biking portion, crossing Woodlawn Dr. and moving to the start line at the intersection of S. Manor Drive and E. Southdowns Drive. The biking portion of the triathlon will take place from S. Manor Dr. and E. Southdowns Drive, turning onto South Hawthorne Dr. and then onto E. Sheridan Drive, making a .15 mile loop. This .15 loop will be completed five times by all participants for a total of .75 mile. There will be volunteers stationed at both sides of Woodlawn Dr., S. Manor Drive, and S. Hawthorne Dr., as well as E. Southdowns and E. Sheridan. We estimate that the biking portion (and road closures) will take approximately 30 minutes from moving to the bike portion starting line and then moving to the running starting line. After the bike portion is complete, all participants will cross Woodlawn Dr. back into Bryan Park to complete the .5 mile run portion. At the conclusion of the .5 mile, there will be a celebration at the shelter house in Bryan Park and all participants will receive a medal. We are anticipating approximately 50-100 participants for this event.</p>	
Expected Number of Participants:	50-100	Expected # of vehicles (Use of Parking Spaces to close): We utilize the parking lot on Woodlawn. Approximately 30 cars.

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

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

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

✕	<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
✕	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 ✕ Not applicable
✕	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
✕	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department ✕ Not applicable
<input type="checkbox"/>	Noise Permit application ✕ Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

**8.
CHECKLIST**

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

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By: Sean Starowitz
----------------	--	----------------	--------------------------------

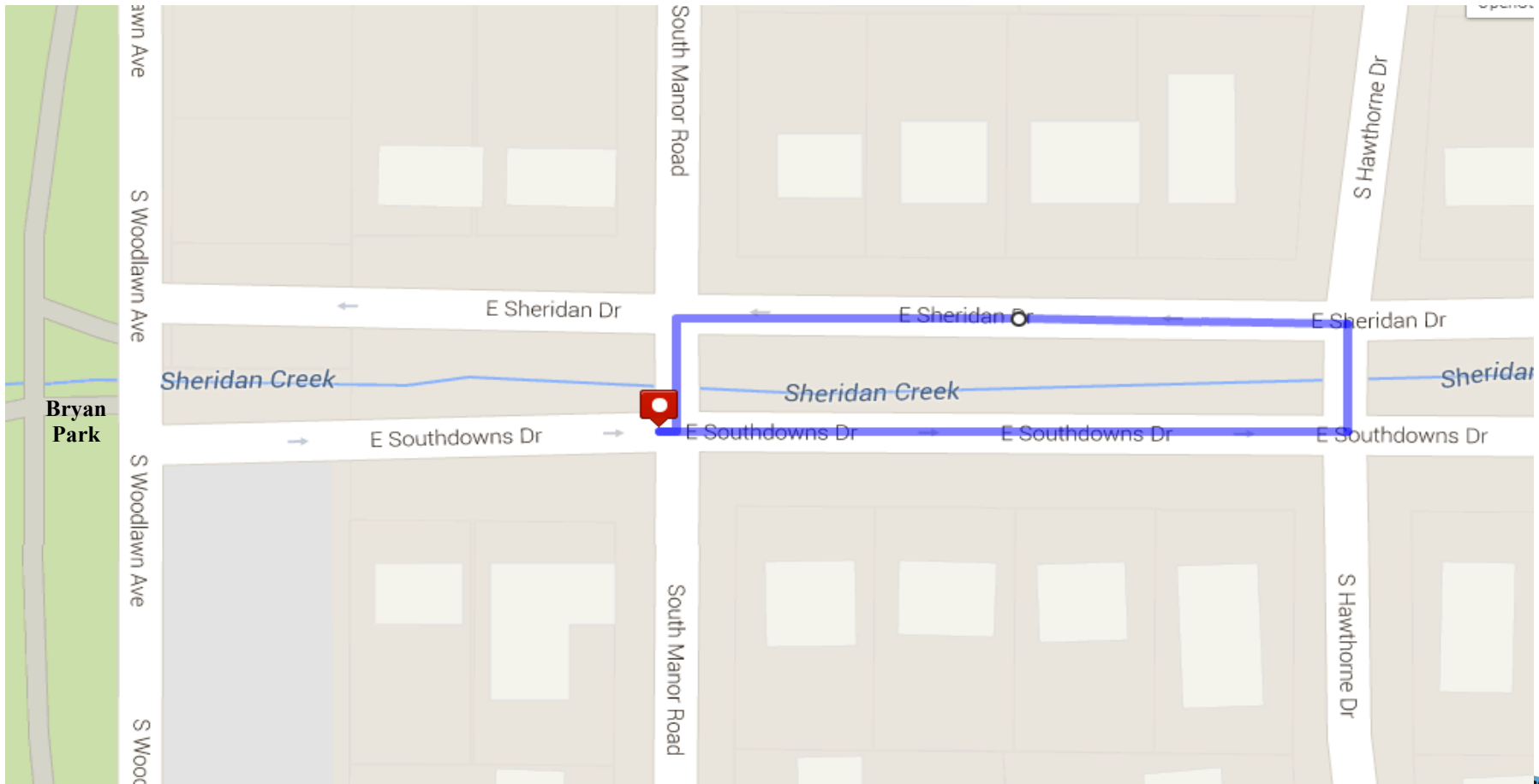
	Bloomington Police	*4-17-17	S. Oldham
	Bloomington Fire	*4-18-17	J. Johnson
	Planning & Transportation		
	Transit	4-18-17	Lew May
	Public Works		
	Board of Public Works		

- Approved with the request that barricades be placed on the diagonal.

Contact Information- Other

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

Alison Miller, milleal@bloomington.in.gov, 812-349-3771.



CITY OF BLOOMINGTON
parks and recreation



REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/28/2017	Payroll				384,203.96
					<u>384,203.96</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 \$ 384,203.96

Dated this 2nd day of May year of 2017.

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

Fiscal Office_____



Board of Public Works Staff Report

Project/Event: National Bike to Work Day Block Party

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Sean Starowitz

Event Date: May 19, 2017

Meeting Date: May 2, 2017

The City of Bloomington celebrates National Bike Month during the month of May with the 2017 National Bike to Work Day Block Party through the Planning and Transportation Department that promotes biking as a healthy, sustainable, and economic transportation option.

This year's hosting site will take place on North Grant Street between East Kirkwood and East 6th Street from 4pm – 7pm. There will be different community groups present and fund activities to engage participants. Grant Street is required to be cleaned up, with barricades removed and the street open by 8pm.

Staff recommends approval of the request.

Recommend ☒ **Approval**

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-37**

NATIONAL BIKE TO WORK DAY BLOCK PARTY

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

WHEREAS, the City has committed itself to promoting the use of bicycles as a form of transportation for its citizens; and supports the goals of National Bike to Work Day; and

WHEREAS, Planning and Transportation Department has requested use of a city street to host an event, National Bike to Work Block Party; and

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City street and sidewalk may be utilized to conduct the 2016 National Bike to Work Day Block Party event between the hours of 4pm and 7pm, on Friday, May 19, 2017: North Grant Street between East Kirkwood and East 6th Street.
2. The street closure outlined above is for the purposes of allowing the Planning and Transportation Department to provide a community event of high quality that is mutually beneficial to the participants and the community on Friday, May 19, 2017.
3. Planning and Transportation Department shall be responsible for developing a Traffic Plan. Planning and Transportation agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Planning and Transportation Department agrees to close the street not before 3:00pm on Friday, May 19, 2016 and remove barricades and signage by 8:00pm on Friday, May 19, 2017.
4. Planning and Transportation Department will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this half a block, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 8pm on Friday, May 19, 2016.
5. Planning and Transportation Department 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).

6. The artists and vendors who have not received explicit authorization from Planning and

RESOLUTION 2017-59

Transportation Department to participate in the National Bike to Work Day Block Party will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.

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

ADOPTED THIS 2nd DAY OF May, 2017.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

All terms and conditions in this Resolution 2017-37 are acceptable and agreed to this _____
day of _____, 2017.

Planning and Transportation Department

Signature

Printed Name & Position

RESOLUTION 2017-37



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

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

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



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:	Beth Rosenbarger		
Contact Phone:	(812) 349-3423	Mobile Phone:	
Title/Position:	Bicycle and Pedestrian Coordinator		
Organization:	City of Bloomington Planning and Transportation		
Address:	401 N Morton St Suite 130		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	rosenbab@bloomington.in.gov		
Organization E-Mail and URL:	http://bloomington.in.gov/bike		
Org Phone No:		Fax No:	

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

Organization Name:	Monroe County Public Library		
Address:	303 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	kmacdowe@monroe.lib.in.us		
Phone Number:	(812) 349-3050	Mobile Phone:	
Organization Name:	Monroe County Planning Department		
Address:	501 N. Morton St., Suite 224		
City, State, Zip:	Bloomington, IN, 47404		
E-Mail Address:	jyanke@co.monroe.in.us		
Phone Number:	(812) 349-2560	Mobile Phone:	
Organization Name:	IU Bikes Program		
Address:			
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	kwhited@iu.edu		
Phone Number:	812.855.8143	Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	May 19, 2017	
Time of Event:	Date: May 19, 2017 Start: 4:00pm Date: May 19, 2017 End: 7:00pm	
Setup/Teardown time Needed	Date: May 19, 2017 Start: 3:00pm Date: May 19, 2017 End: 8:00pm	
Calendar Day of Week:	Friday	
Description of Event:	May 19 th is national Bike to Work Day. This Bike to Work Day Block Party will be a celebration of Bike to Work Day and all the bicyclists, walkers, and other participants, in hopes of encouraging these activities in the future. Further, there will be different community groups and fun activities within the block party to engage participants. Some prospective groups include local bike shops, the Monroe County Public Library's Teen Skate group, and representatives from the City, County, and IU's bicycle and pedestrian teams.	
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 8

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

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

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

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

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

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

[illegible]

8. CHECKLIST

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

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved: 4-17-17	Approved By: S. Starowitz
	Bloomington Police	Approved	S. Oldham
	Bloomington Fire	Approved	
	Planning & Transportation	Approved	
	Transit	Approved	
	Public Works	Approved	
	Board of Public Works		



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bike To Work Day Block Party			
Location of Event:	Grant St. (between Kirkwood and 6 th St.			
Date of Event:	May 19, 2017	Time of Event:	Start: 4:00 pm	
Calendar Day of Week:	Friday		End: 7:00 pm	
Description of Event:	May 19 th is national Bike to Work Day. This Bike to Work Day Block Party will be a celebration of Bike to Work Day and all the bicyclists, walkers, and other participants, in hopes of encouraging these activities in the future. Further, there will be different community groups and fun activities within the block party to engage participants. Some prospective groups include local bike shops, the Monroe County Public Library's Teen Skate group, and representatives from the City, County, and IU's bicycle and pedestrian teams.			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, to Benefit:	

Applicant Information

Name:	Beth Rosenbarger			
Organization:	City of Bloomington Planning and Transportation	Title:	Bicycle and Pedestrian Coordinator	
Physical Address:	401 N Morton St Suite 130			
Email Address:	rosenbab@bloomington.in.gov	Phone Number:	(812) 349-3423	
Signature:		Date:		

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bike to Work Day Block Party 2017.

The Board of Public Works meeting to hear this request will be May 2, 2017. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Bike to Work Day Block Party 2017 will be on file and may be examined in the Public Works office on the Friday April 14, 2017 prior to the Tuesday May 2, 2017 meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Beth Rosenbarger

DATE: April 10, 2017

Contact Information- Other

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



Laurel Waters <watersl@bloomington.in.gov>

Re: Application Street Closure for Bike to Work Day.

1 message

Scott Oldham <oldhams@bloomington.in.gov>

Tue, Apr 11, 2017 at 5:39 PM

To: Sean Starowitz <starowis@bloomington.in.gov>

Cc: Lew May <mayl@bloomingtontransit.com>, Jason Moore <moorja@bloomington.in.gov>, Laurel Waters <watersl@bloomington.in.gov>

BPD is good assuming Type III barricades are used to block the street AND the alleyway

Scott Oldham
Captain of Operations
Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3309
oldhams@bloomington.in.gov

On Apr 11, 2017, at 15:20, Sean Starowitz <starowis@bloomington.in.gov> wrote:

Hi All,

Beth Rosenbarger of Planning and Transportation has filled out an application asking to close a portion of Grant from E. 6th to E. Kirkwood on May 19th, 2017, from 3 pm until 8 pm for National Bike to Work Day. Please review as soon as possible. I hope to add this to the Board of Public Works agenda for May 2nd.

Both the Mayor, Mick, and Adam are supportive of this city-led event.

Thank so much,

--

All the best,

Sean M. Starowitz
Assistant Director for the Arts,

City of Bloomington
Economic & Sustainable Development Department (ESD)
401 N. Morton St., Suite 150 PO Box 100
Bloomington, Indiana 47402
V: 812-349-3534
F: 812-349-3535

<Community Event - ROW use application - 2016.doc>



Laurel Waters <watersl@bloomington.in.gov>

Re: Application Street Closure for Bike to Work Day

1 message

Sean Starowitz <starowis@bloomington.in.gov>
To: Joe Johnson <johnsonj@bloomington.in.gov>
Cc: Laurel Waters <watersl@bloomington.in.gov>

Mon, Apr 17, 2017 at 10:29 AM

Thanks Joe!

S.

On Mon, Apr 17, 2017 at 10:11 AM, Joe Johnson <johnsonj@bloomington.in.gov> wrote:
Sean,

The fire department has no issues with closing Grant St. from E. 6th to Kirkwood Ave. on May 19th.

—
Joe Johnson
Fire Inspection Officer
Bloomington Fire Department
812-349-3886

—
All the best,

Sean M. Starowitz
Assistant Director for the Arts,

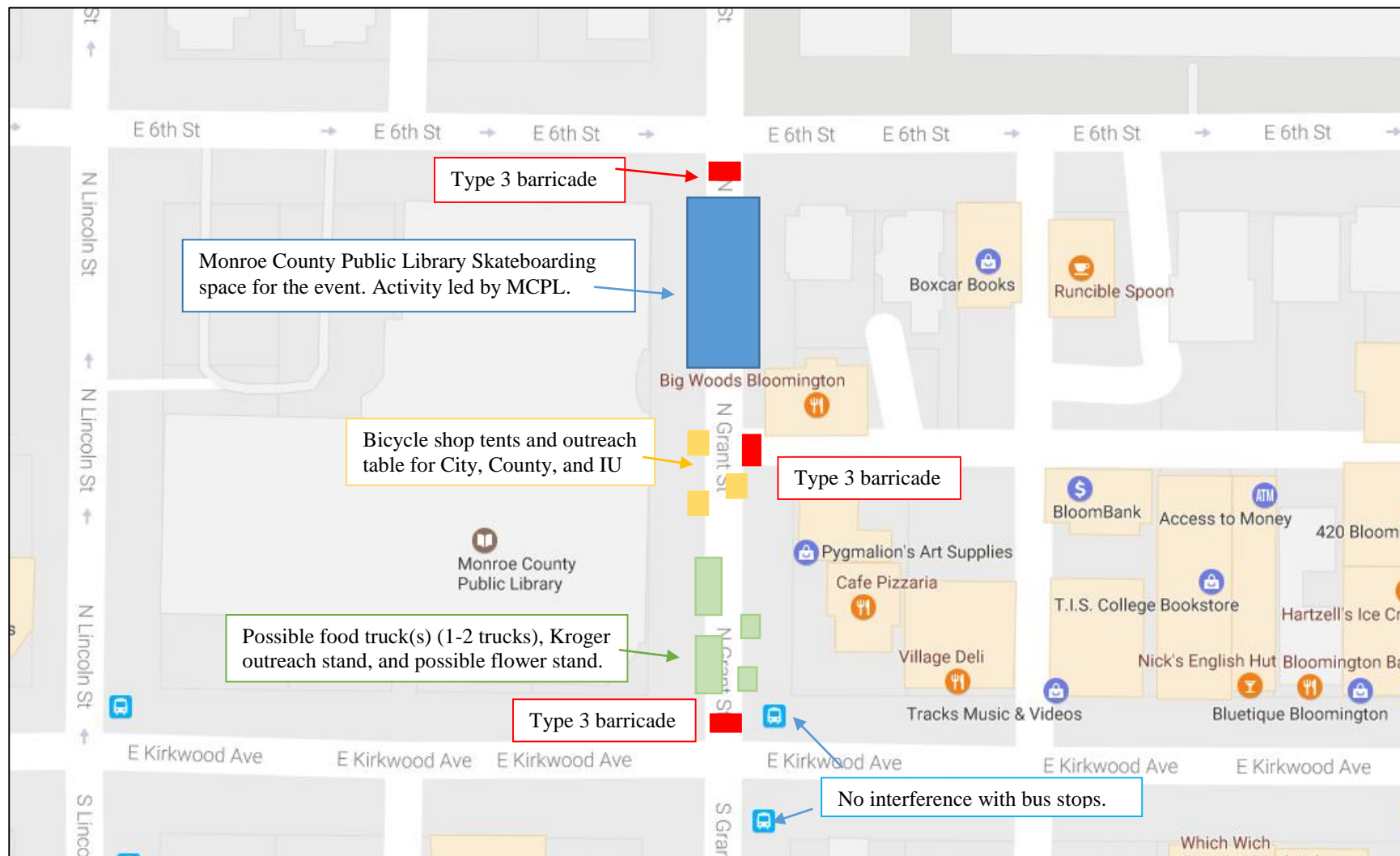
City of Bloomington
Economic & Sustainable Development Department (ESD)
401 N. Morton St., Suite 150 PO Box 100
Bloomington, Indiana 47402
V: 812-349-3534
F: 812-349-3535

Bike to Work Day Party

Friday, May 19, 2017

Event: 4pm to 7pm | Closure: 3pm to 8pm

Contact: Beth Rosenbarger, Bicycle and Pedestrian Coordinator, rosenbab@bloomington.in.gov



Staff Report

To: City of Bloomington Board of Public Works
From: Chris Wheeler, Assistant City Attorney
Date: April 27, 2017
Re: Abatement Contract

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

HAND sought bids through requests for proposals to 6 known companies who provide abatement services within the City's Jurisdiction with two timely submitted responses. HAND selected 4 U Lawn Service to be the most responsive and responsible. The following contract is for one year and has a maximum expenditure not to exceed \$10,000.00. The City seeks this Board's approval to enter into this agreement with the responsive service provider who will be the sole abatement provider for the City from May 3, 2017, through to and including May 2, 2018.

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

Staff Recommendation: Approval of contract

AGREEMENT FOR ABATEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.
2. **Term of Agreement.** The term of this Agreement shall be from May 3, 2017 to May 2, 2018. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. However, the Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1067 provided by the Service

Provider, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works.

4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit "A" in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Time to Proceed and Time of Completion.** Upon the City notifying the Service Provider of an Abatement Order issued by the City of Bloomington Board of Public Works, the Service Provider shall abate the relevant property within no more than ten (10) business days.
6. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted on the attached Exhibit A, said Exhibit being specifically made a part of this Agreement. Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
7. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
8. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

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

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

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

party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

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

City:
Jo Stong
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:
Christopher Underwood
4 U Lawn and Landscape
6292 East State Road 45
Bloomington, IN 47408

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

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
26. **Verification of New Employees' Employment Status.** The Service Provider is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). The Service Provider shall sign an affidavit, attached as **Exhibit "B"**, affirming that the Service Provider does not knowingly employ any unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

The Service Provider and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Service Provider or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Service Provider or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider or its subcontractor did not knowingly employ an unauthorized alien. If the Service Provider or its subcontractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Service Provider. If the City terminates the

Agreement, the Service Provider or its subcontractor is liable to the City for actual damages.

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

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

City of Bloomington, Indiana:

Kyla Cox Deckard, President
Board of Public Works

Date

John Hamilton, Mayor
City of Bloomington

Date

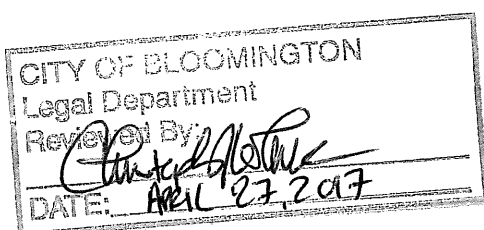
Doris Sims, Director
Housing and Neighborhood Development

Date

4 U Lawn and Landscape:

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

Date



4 U Lawn & Landscape

6292 E. State Road 45

Bloomington, IN 47408 US

(812)320-3542

chrisu@4ulawnandlandscape.com

www.4ulawnandlandscape.com

Estimate**ADDRESS**

Jo Stong

City of Bloomington

Housing & Neighborhood

Development

ESTIMATE #

1067

DATE

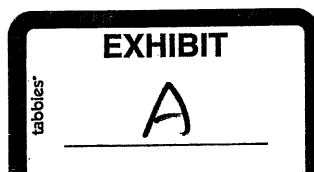
03/01/2017

ACTIVITY	QTY	RATE	AMOUNT
Labor	1	50.00	50.00
Labor rate for removing garbage per hour			
Labor	1	50.00	50.00
Labor rate for mowing per hour			
Labor	1	85.00	85.00
Rate for bush hogging per hour			
Labor	1	50.00	50.00
Labor rate for bush/tree trimming per hour			
Misc. Labor Rate	1	35.00	35.00
Organic waste disposal per truck load (6yds)			
Misc. Labor Rate	1	60.00	60.00
Non-organic waste disposal fee (excludes tires) per ton			
Misc. Labor Rate	1	7.00	7.00
Tire disposal fee (passenger car)			
Misc. Labor Rate	1	15.00	15.00
Tire disposal fee (medium/heavy duty truck)			
Misc. Labor Rate	1	75.00	75.00
Labor rate for miscellaneous tractor use			
Misc. Labor Rate	1	125.00	125.00
Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)			

TOTAL**\$552.00**

Accepted By

Accepted Date



E-Verify Affidavit

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

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

Printed name _____

My Commission Expires: _____



Board of Public Works Staff Report

Project/Event: City Hall Solar Project

Petitioner/Representative: Economic & Sustainable Development/Facilities

Staff Representative: Jacqui Bauer

Meeting Date: May 2, 2017

We are requesting the Board's approval for a revision to the solar contract that was approved on December 8, 2016 for City Hall.

The project scope has been revised to allow for the installation to be set back further from the eastern edge of the building and to add panels on the first (southernmost) sawtooth of City Hall, in accordance with the approval received from the Historic Preservation Commission. As a result, the total cost for the City Hall installation will increase from \$564,169 to \$581,175.

Company	Amount
<i>City installations</i>	
Solar Energy Solutions	City Hall - \$581,175

Staff recommends signing a revised contract with Solar Energy Solutions reflecting this change.

Recommend

X Approval

Denial

by: Jacqui Bauer

**SECOND AMENDMENT TO AGREEMENT FOR SOLAR PROJECTS FOR CITY
BUILDINGS
between the
CITY OF BLOOMINGTON
and
SOLAR ENERGY SOLUTIONS, LLC (“Consultant”)**

This Second Amendment amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Solar Energy Solutions, LLC (“Consultant”) for the installation of photovoltaic panels at City Hall and the Police Headquarters (“City Solar Installation”) entered into on January 17, 2017 as amended by the Amendment to Agreement for Solar Projects for City Buildings between the City of Bloomington and Solar Energy Solutions, LLC (“First Amendment”), as follows:

1. Changes to the Scope of Services:
 - a. Section 2.01 currently states: “CONTRACTOR shall provide services as specified in Attachment A, ‘Scope of Work’, attached hereto and incorporated into this Agreement.”
 - b. Attachment A (as amended by the First Amendment) currently states: “Installation of all necessary modules, inverters, and mounting system to install 313,500 watts of PV capacity on the roof of City Hall and to install 76,125 watts of PV capacity on the roof of the Police Department (‘PV System’).”
 - c. Attachment A shall be amended to provide: “Installation of all necessary modules, inverters, and mounting system to install 299,215 watts of PV capacity on the roof of City Hall and to install 76,125 watts of PV capacity on the roof of the Police Department (‘PV System’).”
2. Change in Compensation:
 - a. Section 3.01 currently states: “Upon the submittal of approved claims for the City Solar Installation at Bloomington City Hall, CITY shall compensate CONTRACTOR in a lump sum not to exceed Five Hundred Sixty Four Thousand One Hundred Sixty Nine Dollars (\$564,169).”
 - b. Section 3.01 shall be amended to state: “Upon the submittal of approved claims for the City Solar Installation at Bloomington City Hall, CITY shall compensate CONTRACTOR in a lump sum not to exceed Five Hundred Ninety Six Thousand Four Hundred Ninety Six Dollars (\$581,175).”

3. In all other respects, the Agreement, shall remain in effect as originally written and amended by the First Amendment.

WHEREFORE, the parties execute this Second Amendment to the Agreement on the date last written below.

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

SOLAR ENERGY SOLUTIONS, LLC

By: _____

Name and Title

Date: _____

BID PRICING SUMMARY – SOLAR PROJECT A (03/27/17 REVISION)

Bloomington City Hall (Showers Building) - 401 N. Morton St., Bloomington, IN

Scope: All materials, labor, design, bonding, engineering stamping and planning associated with installing and commissioning: 767 LG 375W (19.1% efficient) 72 cell modules flush with roof slope **(287.6 kW DC/240.0 kW AC)** with Tigo panel level web connected optimisers (TS4-0 Type), UniRac SolarMount racking and roof fixings, 4 mechanicals room located Solectria/Yaskawa PVI60TL 3-PH 480V String Inverters. 3 YR. workmanship warranty. System generation HelioScope (updated) attached. Inclusion of labor for supporting selected roofing company to complete layout and marking of solar racking and footing penetrations on all roof sections.

Exclusions: standoff blocking construction and placement, roof membrane cutting, footing placement, flashing, sealing and warranty of racking standoff install workmanship

Price Per Watt = \$1.90

Total Project Price= \$548848

Change Proposal

Addition on roof section #1 of 38 LG 305W Black on Black 60 cell panels **(11.59 kW DC)** with all associated stand-off's, roof marking labour, racking, electricals, cable trays and Tigo TS4-O optimisers and monitoring.

Total additional cost = \$32,327



Board of Public Works Staff Report

Project/Event: Request to close city streets at the Mathers Museum

Staff Representative: Rick Alexander

Petitioner/Representative: Indiana University

Date: May 2, 2017

Report: Indiana University's Mathers Museum is located at 416 North Indiana and encompasses most of the city block from Indiana to Fess and from 8th Street to 9th Street. They are requesting that Fess be closed between 9th Street and the midblock east/west alley. Also, the southern half of 9th Street, which is one-way west, would be closed from Fess to Indiana. In other words, the closures would be at the northeast corner of the museum property. The requested closure would be from May 8th until August 4th, 2017. The streets in the area are brick streets.

Recommendation and Supporting Justification: The area around the museum is primarily comprised of university buildings and is relatively quiet during the summer. However, three of the nearby properties are not owned by the university: 708 E 9th and 420 North Fess are owned by Elkins Apartments and 619 E. 9th is owned by Rose-Lo Properties. Both landlords were notified in writing of tonight's meeting and the scope of the project. The perimeter of the work zone will be fenced in. The closure is minimal and has little impact on traffic. They have, however, provided a traffic plan and have agreed to repair any damage they cause to the right of way including the brick streets. They are also upgrading the adjoining sidewalks and are providing a new ADA ramp at the southwest corner of 9th and Fess.

Recommend ☒ **Approval** ☐ **Denial by** Rick Alexander



INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

April 20, 2017

Via Electronic Delivery

Board of Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: N. Fess Ave. and N. Woodlawn Ave. projects

Dear Board Members:

Indiana University ("IU") is planning two projects in Bloomington, one at the Mathers Museum of World Cultures located at 601 E. 8th St. (the "Mathers Project") and one along Woodlawn Ave. between Cottage Grove Ave. and 12th St. (the "Woodlawn Project"). The Mathers Project is being undertaken to improve accessibility pursuant to the Americans with Disabilities Act ("A.D.A."). This project will involve the closing of N. Fess Ave. between 8th St. and 9th St. Both 8th St. and 9th St. will remain open, however the parallel parking on the north side of 9th St. between N. Fess Ave. and N. Indiana Ave. will need to be temporarily converted to vehicular through traffic during the project in order for 9th St. to remain open as a thoroughfare. We are respectfully requesting these restrictions through August 14, 2017.

The Woodlawn Project is being undertaken to improve the N. Woodlawn Ave. corridor. This project will involve IU granting extra right-of-way to the City of Bloomington. Certain encroachments by private property owners into the right-of-way will be removed, such as a fence, sidewalk, and trash can enclosure. IU is amicably working with these owners and will agree to build a new section of fence and trash can enclosure, and a new sidewalk will be installed as well. This project will also be complete by August 14, 2017.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions and closure referenced above from the date of acceptance by the Board of Public Works until August 14, 2017.

Kind regards,

Jason R. Banach
University Director of Real Estate

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works

April 20, 2017

Notice of Public Meeting – City of Bloomington Board of Public Works

The City of Bloomington Board of Public Works will hold a public meeting at 5:30 p.m., Tuesday, May 2, 2017, in the Council Chambers of the Showers Center City Hall at 401 N. Morton.

One of the items on their agenda is to consider closing a portion of Fess Avenue as well as a portion of 9th Street to allow for construction of entry accessibility and site related improvements at Indiana University's Mathers Museum located at 416 N. Indiana Avenue and to which you are an adjacent property owner.

The closure is anticipated to run from May 8 until August 11, 2017.

Attached, for your reference, please find a copy of the Maintenance of Traffic Plan and the Site Preparation Plan. You will see that we are proposing to close the southern lane of 9th Street between Fess Avenue and the museum driveway. Fess Avenue will be closed from a point just north of the mid-block alley, north to 9th Street while maintaining access to the alley from Fess. As part of these closures, parking will not be allowed within the affected segments of the north and south sides of 9th Street and the east side of Fess Avenue.

You are welcome to appear and speak on the merits of this proposal at the public meeting. You may also file written comments with the Board of Public Works through the Planning and Transportation Department office.

If you have any questions concerning this matter, you may contact the City Planning and Transportation Department office at 812-349-3423

or

The Indiana University Architect's Office

c/o William Riggert, PE

Bledsoe Riggert Cooper James
1351 West Tapp Road
Bloomington, IN 47403

812-336-8277

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

April 18, 2017

Notice of Public Meeting – City of Bloomington Board of Public Works

The City of Bloomington Board of Public Works will hold a public meeting at 5:30 p.m., Tuesday, May 2, 2017, in the Council Chambers of the Showers Center City Hall at 401 N. Morton.

One of the items on their agenda is to consider closing a portion of Fess Avenue as well as a portion of 9th Street to allow for construction of entry accessibility and site related improvements at Indiana University's Mathers Museum located at 416 N. Indiana Avenue and to which you are an adjacent property owner.

The closure is anticipated to run from May 8 until August 4, 2017.

Attached, for your reference, please find a copy of the Maintenance of Traffic Plan and the Site Preparation Plan. You will see that we are proposing to close the southern lane of 9th Street between Fess Avenue and the museum driveway. As part of this closure, parking will not be allowed along the north side of 9th Street. Fess Avenue will be closed from a point just north of the mid-block alley, north to 9th Street while maintaining access to the alley from Fess.

You may appear and speak on the merits of this proposal at the public meeting. You may also file written comments with the Board of Public Works through the Planning and Transportation Department office.

If you have any questions concerning this matter, you may contact the City Planning and Transportation Department office at 812-349-3423 or

Indiana University Architect's Office

c/o William Riggert, PE

Bledsoe Riggert Cooper James
1351 West Tapp Road
Bloomington, IN 47403

812-336-8277

On Fri, Jan 27, 2017 at 12:14 PM, William Riggert <wriggert@brjcivil.com> wrote:

Adam, Rick & Roy -

Indiana University is in the process of developing plans to improve Mathers Museum's entry accessibility so it is ADA compliant. We are assisting Browning Day Mullins Dierdorf with the project.

The work necessary to address accessibility improvements to the east entry may require rework of the site from the east face of building out to Fess, from mid-block north to 9th Street as well as from the north face of building to 9th Street from mid-block east to Fess. The site is very compact and limited for constitution activity and contractor staging. The project is scheduled for construction to take place from May 8 into August with completion prior to start of the Fall semester. Would it be possible to close Fess Avenue between 8th and 9th Street during this period to allow for construction, site access, and staging? If this is possible we understand we will have to obtain approval from the Board of Public Works.

We know Fess Avenue and 9th Street are both brick streets. We understand that if the proposed improvements impact the brick pavement it will require restoration to match existing conditions. We were wondering if these streets are scheduled to be renovated like the portion of Park Avenue between 7th and 8th and if so when?

Please let us know your thoughts and if you have any questions regarding this request.

Thanks,

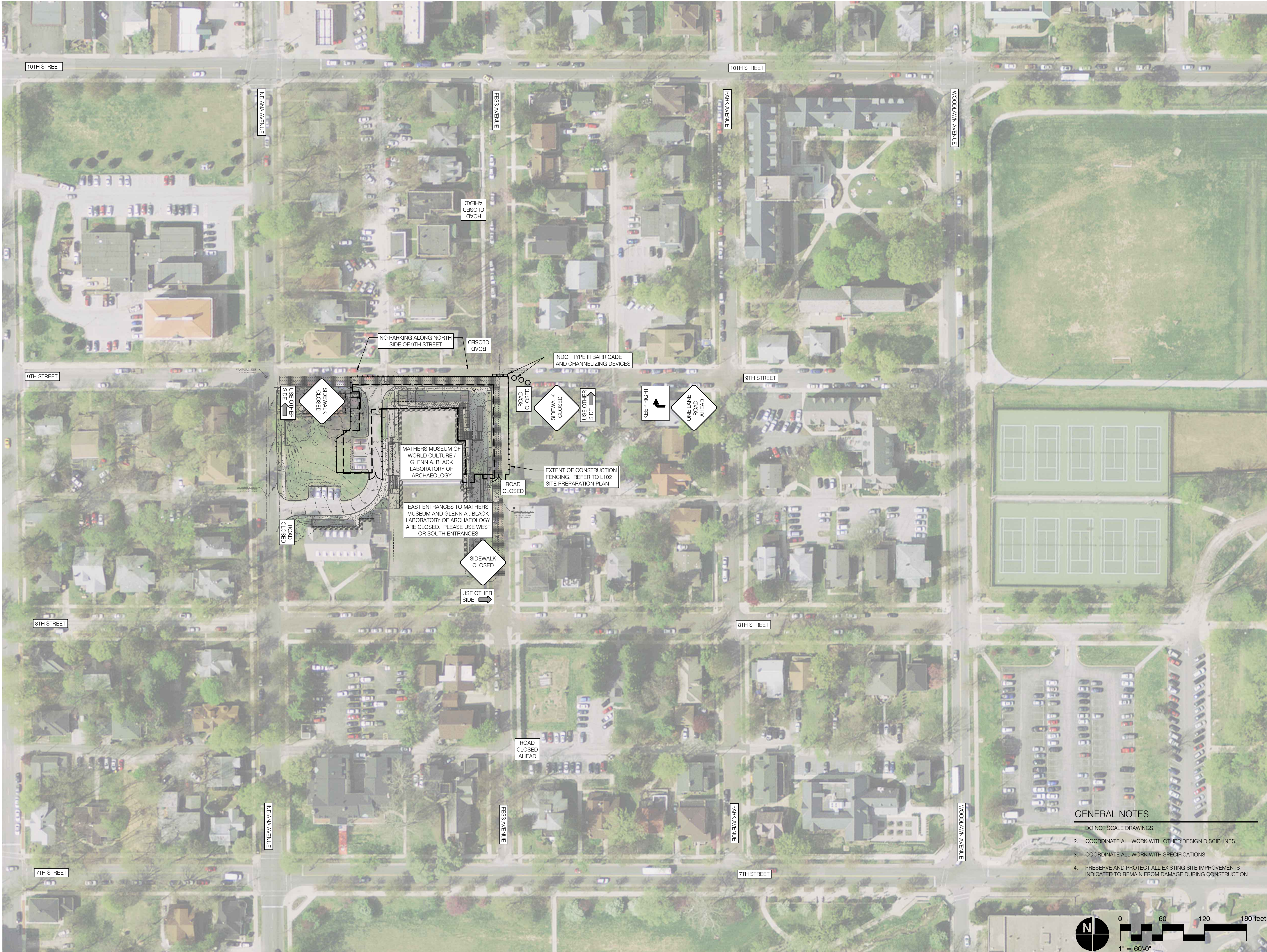
Bill

William S. Riggert, PE | Principal
wriggert@brjcivil.com

Bledsoe Riggert Cooper James

Office: [812-336-8277](tel:812-336-8277) | Fax: [812-336-0817](tel:812-336-0817)
1351 West Tapp Road, Bloomington, Indiana 47403
brjcivil.com

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GENERAL NOTES

1. DO NOT SCALE DRAWINGS.
2. COORDINATE ALL WORK WITH OTHER DESIGN DISCIPLINES.
3. COORDINATE ALL WORK WITH SPECIFICATIONS.
4. PRESERVE AND PROTECT ALL EXISTING SITE IMPROVEMENTS INDICATED TO REMAIN FROM DAMAGE DURING CONSTRUCTION

BROWNING DAY MULLINS DIERDORF

LEADERSHIP + DESIGN®

Browning Day Mullins Dierdorf

Architecture
Landscape Architecture
Planning

626 North Illinois Street
Indianapolis, Indiana 46204
Phone: (317) 635-5030
Website: www.bdmnd.com

The Trustees of Indiana University
OWNER

1800 N. Range Road
Bloomington, Indiana 47408
Phone: (812) 855-1692
Website: www.indiana.edu

Bledsoe Riggert Cooper James
SURVEYOR / CIVIL ENGINEER

1351 West Tapp Road
Bloomington, Indiana 47403
Phone: (812) 336-8277
Website: www.brcjcivil.com

Vector Consulting
ELECTRICAL ENGINEER

1005 N. Senate Avenue
Indianapolis, Indiana 46202
Phone: (317) 632-4444
Website: www.vectorconsulting.com

Fink Roberts & Petrie, Inc.
STRUCTURAL ENGINEER

9449 Priority Way West Drive, Suite 200
Indianapolis, Indiana 46240
Phone: (317) 872-8400
Website: www.frpic.com



CERTIFICATION

100% CONSTRUCTION
DOCUMENTS

BL011 MATHERS MUSEUM -
ENTRY ACCESSIBILITY
(WEST/NE) - INDIANA
UNIVERSITY BLOOMINGTON
IU PROJECT #: 20164089

Project No.: 16058
Drawn By: BS
Checked By: DB
Scale: See Drawing
Issue Date: April 13, 2017

REVISION SCHEDULE		
Rev. #	Description	Issue Date

MAINTENANCE OF
TRAFFIC PLAN

L101

BROWNING
DAY MULLINS
DIERDORF

LEADERSHIP + DESIGN®

Browning Day Mullins Dierdorf

Architecture
Landscape Architecture
Planning

626 North Illinois Street
Indianapolis, Indiana 46204
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Phone: (812) 855-1692
Website: www.indiana.edu

Bledsoe Riggert Cooper James
SURVEYOR / CIVIL ENGINEER

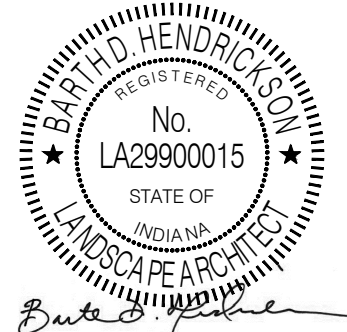
1351 West Tapp Road
Bloomington, Indiana 47403
Phone: (812) 336-8277
Website: www.brcjcivil.com

Vector Consulting
ELECTRICAL ENGINEER

1005 N. Senate Avenue
Indianapolis, Indiana 46202
Phone: (317) 632-4444
Website: www.vectorconsulting.com

Fink Roberts & Petrie, Inc.
STRUCTURAL ENGINEER

9449 Priority Way West Drive, Suite 200
Indianapolis, Indiana 46240
Phone: (317) 872-8400
Website: www.frpicnc.com



CERTIFICATION

100% CONSTRUCTION
DOCUMENTS

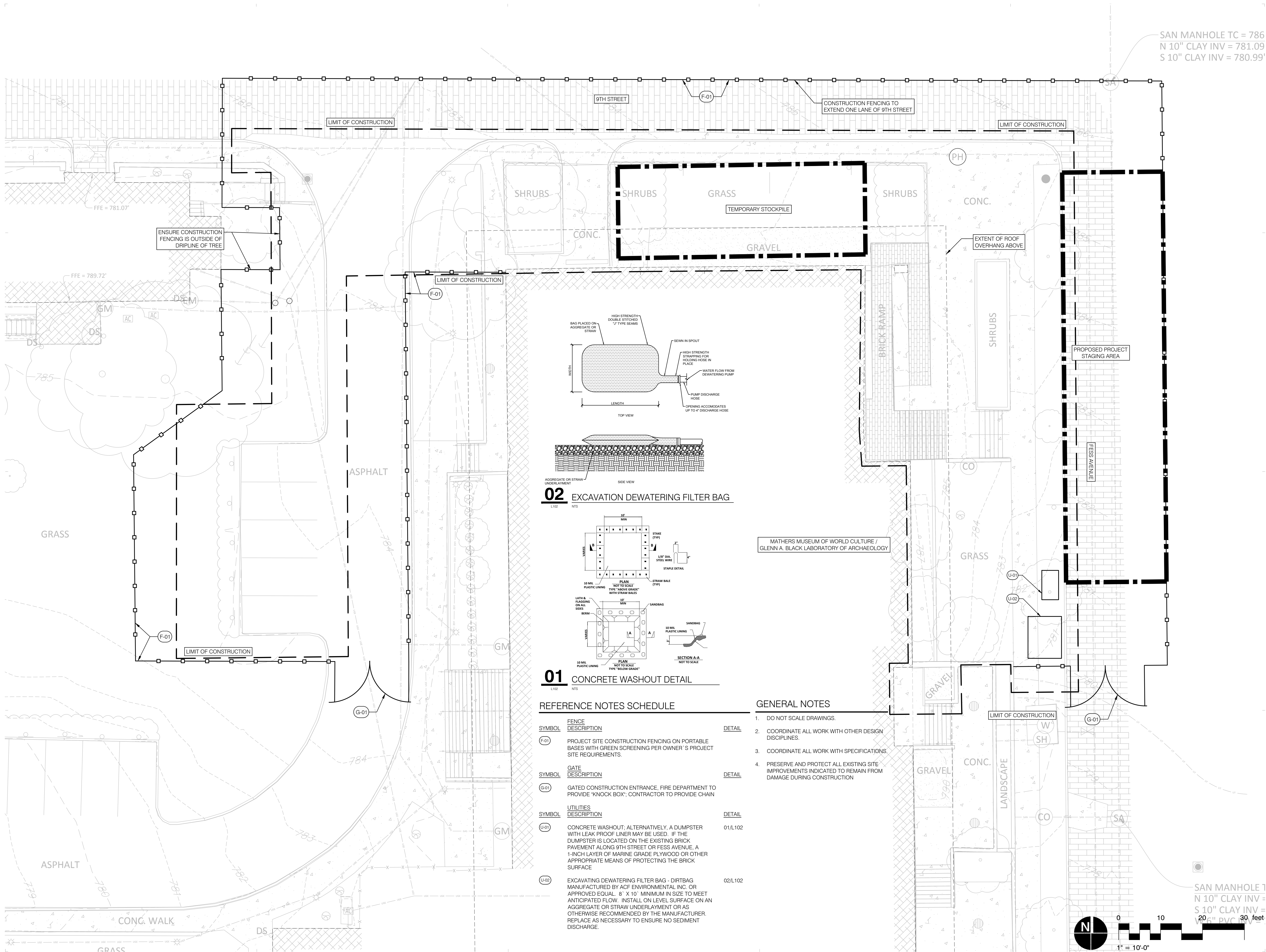
BL011 MATHERS MUSEUM -
ENTRY ACCESSIBILITY
(WEST/NE) - INDIANA
UNIVERSITY BLOOMINGTON
IU PROJECT #: 20164089

Project No.: 16058
Drawn By: BS
Checked By: DB
Scale: See Drawing
Issue Date: April 13, 2017

REVISION SCHEDULE		
Rev. #	Description	Issue Date

SITE PREPARATION PLAN

L102



BROWNING DAY MULLINS DIERDORF LEADERSHIP + DESIGN™

Browning Day Mullins Dierdorf

Architecture
Landscape Architecture
Planning

826 North Bruce Street
Bloomington, Indiana 47404
Phone: (317) 636-5000
Website: www.bdmtd.com

The Trustees of Indiana University
OWNER

1800 N. Range Road
Bloomington, Indiana 47406
Phone: (317) 855-1688
Website: www.iu.edu

Bledsoe Riggert Cooper James
SURVEYOR / CML

1351 West Tappan Road
Bloomington, Indiana 47403
Phone: (317) 338-6777
Website: www.brcjva.com

Vector Consulting
ELECTRICAL ENGINEER

1005 N. Senate Avenue
Indianapolis, Indiana 46202
Phone: (317) 626-6444
Website: www.vectorconsulting.com

Fink Roberts & Petrie, Inc.
STRUCTURAL ENGINEER

8448 Priority Way West Drive, Suite 200
Indianapolis, Indiana 46240
Phone: (317) 872-9400
Website: www.frpinc.com

NOT FOR
CONSTRUCTION

CERTIFICATION

100% DESIGN DEVELOPMENT

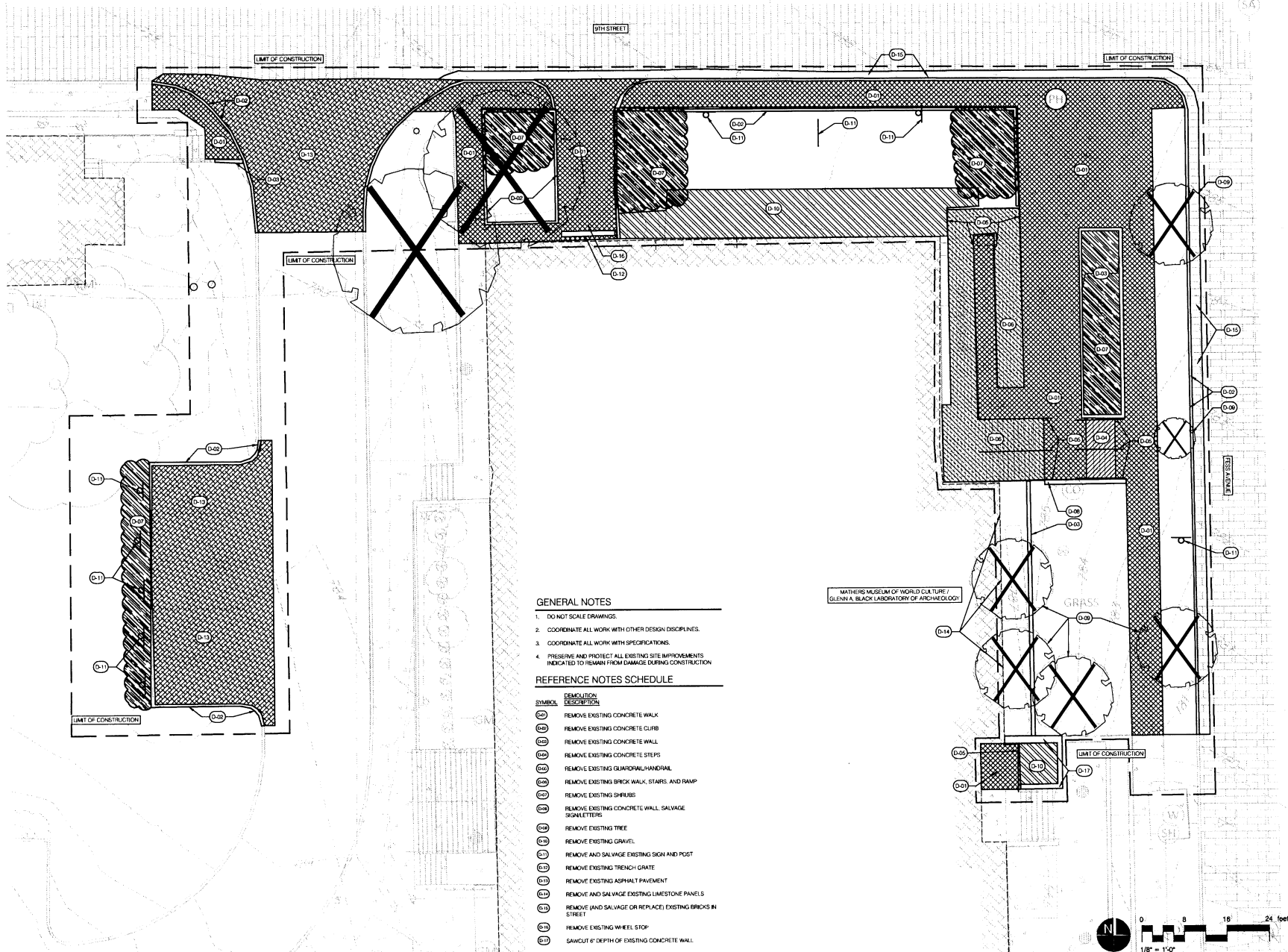
BL011 MATHERS MUSEUM -
ENTRY ACCESSIBILITY
(WEST/NE) - INDIANA
UNIVERSITY BLOOMINGTON
IU PROJECT #: 20164089

Project No.: 16058
Drawn By: GS
Checked By: DB
Scale: See Drawing
Issue Date: March 20, 2017

REVISION SCHEDULE		
Rev. #	Description	Issue Date

SITE DEMOLITION PLAN

L102





Board of Public Works Staff Report

Project/Event: Approve Order to Remove Encroachments for Woodlawn Reconstruction Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 05/02/2017

Report: Indiana University will be beginning the Woodlawn Reconstruction Project this May. As part of that project, two trash enclosures, a fence and some landscaping owned by the property owners will need to be relocated off of the Public right-of-way and onto private property.

Staff has meet with the property owners, as well as Indiana University Staff, and will be working with the property owner to determine a new location for the fence and trash receptacles. Included with this staff report is an addendum for the Woodlawn project that outlines the additional work that will be performed for the benefit of the property owner.

Recommendation and Supporting Justification: Staff recommends that the Board approve this order to remove the encroachments.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-38**

**Order to Remove Right of Way Encroachments at
828 E. Cottage Grove Ave and 829 E. Cottage Grove Ave**

WHEREAS, Sarajane Correll Costas (“Costas”) holds a life estate in the properties located at 829 E. Cottage Grove Avenue and 828 E. Cottage Grove Avenue, Bloomington, Monroe County, Indiana, which real estate is more particularly described in an Executor’s Deed located in Deed Book 283, Pages 137-138, in the records of the Office of the Recorder of Monroe County, Indiana, and is attached hereto as Exhibit A (the “Properties”); and

WHEREAS, for a number of years, each of these Properties has contained a trash enclosure which was constructed and located in the public right of way and has constituted encroachments into the public right of way; and

WHEREAS, for a number of years, the property located at 829 E. Cottage Grove Avenue has contained a fence with landscaping located in the public right of way and has constituted an encroachment into the public right of way; and

WHEREAS, The Trustees of Indiana University are in the design stage of a construction project to improve Woodlawn Avenue between 10th Street and 12th Street which will result in improvements of the public right of way adjacent to the Properties; and

WHEREAS, all of these encroachments interfere with these street improvements and must be removed from the public right of way; and

WHEREAS, 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; and

WHEREAS, Costas acknowledges and agrees that the trash enclosures, fence and landscaping located at the Properties encroach into the public right of way.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Public Works hereby Orders Costas to remove the trash enclosures, fence and landscaping encroachments from the Public Right of Way.
2. Costas shall remove the trash enclosures, fence and landscaping encroachments from the Public Right of Way on or before May 16, 2017.
3. Should Costas fail to fully remove the trash enclosures, fence and landscaping encroachments from the Public Right of Way on or before May 16, 2017, then the City and/or Indiana University Trustees shall have the right to remove said encroachments from the Public Right of Way.

4. Costas shall not build or allow to be built any new structural encroachments on or into the Public Right of Way without first obtaining prior written approval from the Board of Public Works.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

Date: _____



INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

April 20, 2017

Via Electronic Delivery

Board of Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: N. Fess Ave. and N. Woodlawn Ave. projects

Dear Board Members:

Indiana University ("IU") is planning two projects in Bloomington, one at the Mathers Museum of World Cultures located at 601 E. 8th St. (the "Mathers Project") and one along Woodlawn Ave. between Cottage Grove Ave. and 12th St. (the "Woodlawn Project"). The Mathers Project is being undertaken to improve accessibility pursuant to the Americans with Disabilities Act ("A.D.A."). This project will involve the closing of N. Fess Ave. between 8th St. and 9th St. Both 8th St. and 9th St. will remain open, however the parallel parking on the north side of 9th St. between N. Fess Ave. and N. Indiana Ave. will need to be temporarily converted to vehicular through traffic during the project in order for 9th St. to remain open as a thoroughfare. We are respectfully requesting these restrictions through August 14, 2017.

The Woodlawn Project is being undertaken to improve the N. Woodlawn Ave. corridor. This project will involve IU granting extra right-of-way to the City of Bloomington. Certain encroachments by private property owners into the right-of-way will be removed, such as a fence, sidewalk, and trash can enclosure. IU is amicably working with these owners and will agree to build a new section of fence and trash can enclosure, and a new sidewalk will be installed as well. This project will also be complete by August 14, 2017.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions and closure referenced above from the date of acceptance by the Board of Public Works until August 14, 2017.

Kind regards,

Jason R. Banach
University Director of Real Estate

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works

ADDENDUM #1
BL000A Site – Woodlawn Avenue Improvements
Project #20164852
Indiana University Bloomington
Bloomington, Indiana

Date of Addendum: Friday, April 21, 2017

Date of Bid Opening: Wednesday, April 26, 2017

Issued on Behalf of: Indiana University
Prepared by: Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive, Avon, IN 46123
Phone: 317- 370-9672
Email: bridgway@eagleridgcivil.com

To all bidders on the project:

All bidders submitting a Bid on the above project shall carefully read this Addendum and give it consideration in the preparation of their Bid.

1. ADDITIONAL INFORMATION OR CLARIFICATIONS

- A. All Concrete used on the project shall be INDOT Class A. Any references in the plans or specifications to 4,000 psi concrete shall be interpreted as Concrete Class A per INDOT Standard Specifications.
- B. At locations where structure castings are called out for Adjustment to Grade, such adjustment shall include replacing the concrete collar around the casting. The Work shall otherwise be in accordance with CBU specifications.
- C. Water Service Work by CBU. Per the Plans and Bid Form, CBU is to complete water service adjustments on an as-needed basis in support of this project. The Contractor shall perform the initial excavation and pavement removal to verify a conflict and extent of the work required. The Contractor will be required to coordinate with CBU when adjustment is necessary, and shall be responsible for doing the rough-in grading/excavation in preparation for CBU's work. Contractor shall perform final grading and restoration work after CBU's work is completed. Work performed by CBU is to be reimbursed to CBU per the Bid Form.
- D. CBU Specifications are in effect, which includes the requirement for a PreConstruction Meeting and the routine coordination with CBU inspection staff to review and approve work on storm, sanitary and water facilities.
- E. Due to the ongoing need for property owner coordination that will be required by the Contractor, the following contact information is provided:

Woodlawn Terrace Apartments, 902 E Cottage Grove - Contact: Grant Properties,
Kimberly Key 812-325-0006, or Douglas McCoy douglasmccoy@juno.com

Costas, 701 and 828 N Woodlawn Ave (two properties) - Contacts: Sarajane Costas, 812-336-6561, 812-325-3103 (cell), James Eads, Property Manager, 812-325-3053

Stasny & Horn, 725 Woodlawn and 822 11th - Contact: Nicholas Carder 812-322-2300

Vision Holdings, LLC, 805 N Woodlawn - Contact Robert Friedman, 812-333-0995, 812-219-3348 (cell), agent is 812-340-9713.

F. The Plans indicate that the trenches are to be closed daily either by backfilling or covered with plates. It will also be permissible for the Contractor to close off access to open trench areas using closed chain link fencing, mounted on temporary stands, to prevent walking entry into these areas overnight. Plastic fencing (aka snow fencing) will not be considered suitable for this purpose.

G. Conduits for the lighting circuits are to be direct buried Schedule 80 PVC. Ducts for future telecommunications and electric utilities are to be encased in concrete as shown on the plans and are to be Schedule 40 PVC.

H. The City of Bloomington has indicated that the use of standard thermoplastic per the INDOT Standard Specifications will be allowed on this project. Contractor shall adhere closely to the INDOT Specifications for this material, especially controlling the thickness to be within the required range, and the application of additional glass beads on the molten material.

2. REVISIONS TO PLANS AND SPECIFICATIONS

A. The Plans refer to steel reinforcement in sidewalks, and the specifications refer to the use of fiber mesh reinforcement in the concrete mixes. The Work will require the use of fiber mesh reinforcement in the concrete for curbs and gutters, and steel in sidewalks. Both will not be used in any application.

B. Revised Lighting Sheet 12 of 22 – Sheet Attached, Changes Listed Below:

1. Add a new handhole just south of existing power panel P3 on the east side of Woodlawn. Contractor shall intercept the existing lighting circuit that powers the existing light poles installed on the previous railroad crossing project and extend that circuit to the new light poles being installed. Plan notes 10, 11 and 12 were added to explain this change.
2. Eliminate a conduit crossing Woodlawn that is no longer required due to the new handhole being installed, which will allow the existing circuit to be installed along the east side of Woodlawn.
3. Plan note 1 indicates that existing circuits will be utilized instead of spare circuits in panel P3.
4. Plan note 5 increases the conductor sizes from #10 to #8.

C. Revised Lighting Sheet 13 of 22 – Sheet Attached, Changes Listed Below

1. Eliminated the ground rod on the light pole base detail.

D. Due to an error in the mapping of the east-west alley between Cottage Grove and 11th Street, the Plan and Profile (Sheet 6) and Utility Plan (Sheet 8) are revised as shown on the attached revised sheets, and as described below:

1. The alley corridor is now shown about 5' south of where previously shown.
2. The removal of approximately 12' of composite wall is now required (the composite wall section is made of mortared block, cut stone pieces, and old street pavers). This section of the wall is an extension of the existing brick wall, and the intent is to remove ONLY the composite portion. Removal is to include any footer/foundation.

3. A portion of the existing wooden fence is to be removed, limited to the portion running east-west (approximately 55'), plus the length at each end needed to be clear of the alley corridor. A new 72" wooden fence, exterior treated and of residential quality, and of a similar appearance is to be provided 1' off the property line along the alley. Existing fence shall be attached to the new corner posts. Contractor shall salvage enough of the existing fencing to complete the connections at each end in case deteriorated sections are not usable. Contractor shall seek the approval of the property owner for the appearance/style of the fencing. Dispose of unneeded fencing.
4. One tree of approximately 24" diameter and its stump are to be removed from the alley corridor. This tree is just behind the existing composite wall.
5. Proposed future pedestal locations for AT&T and Comcast have been shifted south, along with associated connections. Duct routes into the alley have been similarly shifted and will result in less conflict with an existing gas main.

E. Other Plan Revisions presented on attached drawings include:

1. The tree removal noted on the plans at 21+30, 50' Right, is actually two side-by-side trees. Both are to be removed to ground level.
2. An additional tree is to be removed at 21+33, 37' Left. It is approximately 30" diameter and is to be removed to ground level.
3. An additional tree is to be removed at 23+35, 25' Left. It is approximately 15" diameter and is to be removed to ground level.
4. The curb along the south edge of Cottage Grove, east of Woodlawn, is to be replaced in conjunction with duct installation. The length of required replacement is increased to approximately 60' in this area.
5. At 805 Woodlawn (property owned by Vision Holdings), there is an existing sidewalk and gravel parking area to be removed to a minimum 6" depth and then replaced with topsoil and sodded. A short piece of sidewalk is to be added to connect the remaining sidewalk on the property to the new one along Woodlawn.

F. Other additional work that is required in the project but is not fully shown on the plans is described as follows:

1. Old slab removal at 828 Cottage Grove, approximate Station 21+35, 30' Left, there is a small concrete area used as parking. It is irregularly shaped but is approximately 18'x8' in area. This concrete slab is to be removed. Any concealed drain pipe underneath it will be replaced if disturbed, but may remain in place. Drain pipes will drain to sidewalk. The area will be filled with topsoil and graded smoothly to blend into the slope, with the topsoil between 6" and 12" deep as needed. The area is to be sodded, except as noted under F.2 below.
2. Trash Receptacle Pad and Enclosure at 828 Cottage Grove. Contractor shall be required to construct a rectangular shaped pad alongside the existing driveway and at the back of the sidewalk that will resemble an integral curb and sidewalk. The surface area shall be assumed to be 60" wide x 108". It would provide a curb at the back of sidewalk and alongside the drive, but shall be flush to the drive as the drive ramps up to meet it so that a minimum width of 36" is flush to the drive. A four-sided fenced enclosure is to be built atop this pad. Approximate interior dimensions shall be 72"x48" with the west end a hinged gate. The fencing shall be wooden, exterior treated, 48", and mounted to the concrete or with embedded posts so that the interior of the space can host two 96-gallon wheeled trash carts (each at 26" wide, 35" deep and, 46" tall). The pad sloped at

1% toward the sidewalk except for the portion built flush to the drive. Final layout of this pad shall be developed by the Contractor and minor adjustments may be necessary for this to meet its intended use.

3. An additional temporary stop sign is required on Cottage Grove, at the intersection with Forrest, and facing traffic coming eastbound, during those times when Cottage Grove is closed at Woodlawn but local access into that block east of Woodlawn is in use. This is in addition to the signage and barricades already required that faces westbound traffic coming from Forrest.
4. The proposed light pole at approximate station 21+20 Right is shown on Sheet 12 within the limits of the proposed sidewalk. It is to be installed about 4' east of that location, within the green space near the existing bike racks.

F. Special Timing and Maintenance of Access Requirements

1. The residence at 701 N. Woodlawn must continue to offer wheel chair access to its eastern side during the project. Per the Plans, the sidewalk along Woodlawn alongside this residence is to remain in place, but the ramps and landing area in the corner with Cottage Grove are to be replaced. The Contractor will be required to phase the work such that EITHER vehicular access to the 1-car garage on the east side of the residence is available, OR the curb ramp and landing area at the corner are open and accessible to the sidewalk. The property owner will be notified in advance of changes to the accessible route.
2. The Vision Holdings property at 805 N. Woodlawn will have a move-out/move-in day in July that has not yet been determined. Contractor is to coordinate with that owner to determine the date, and the alley south of their building must be accessible during that time.

G. The Contractor shall provide trash pickup and removal to the properties that are inside the workzone during the time they cannot be reached by their regular trash service, and on the day normally provided. The Contractor will notify each property owner of the scheduled pickup. The Contractor may require that all trash be appropriately bagged and or sealed so long as essential service is provided and no unreasonable requirement is put in place. Contractor shall dispose of this refuse in an appropriate and legal manner.

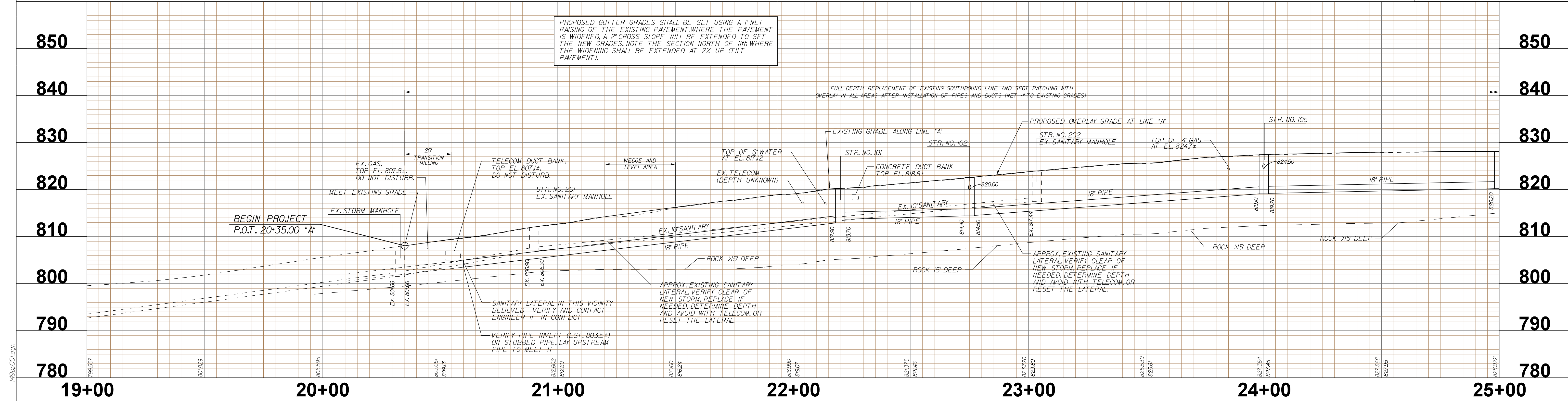
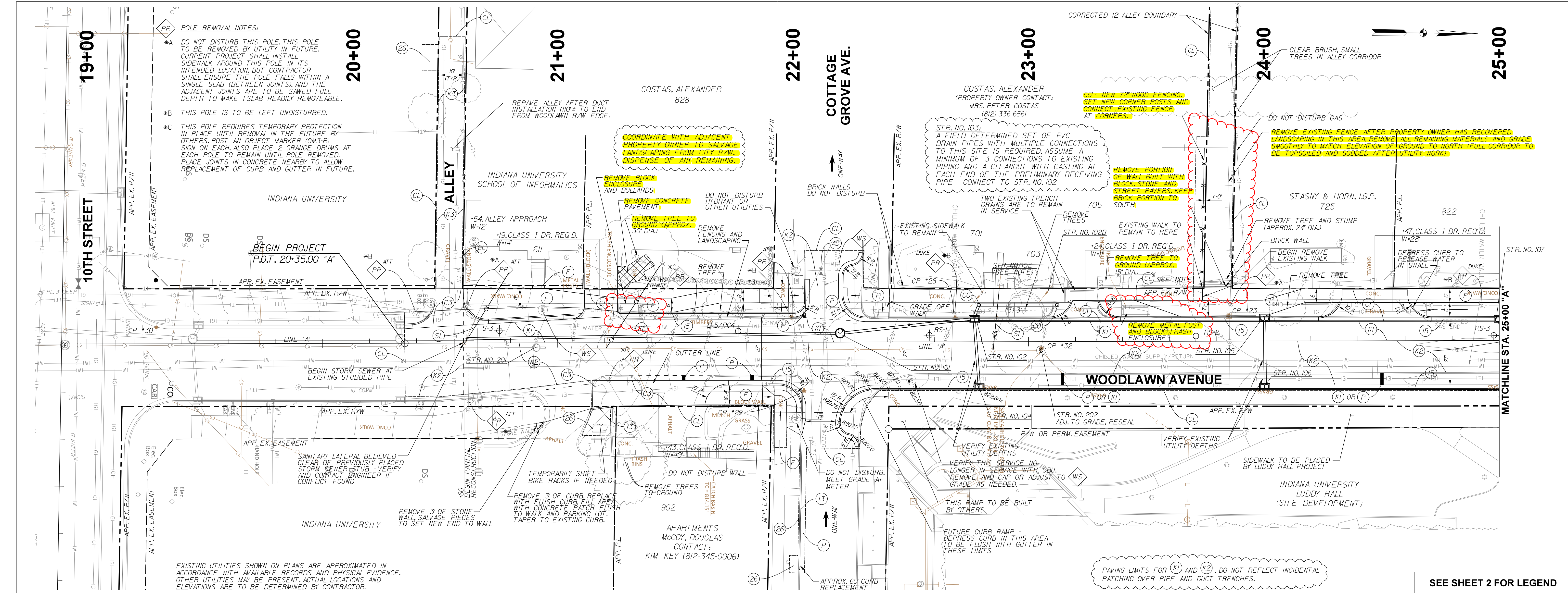
H. Due to the anticipated work stoppage after Substantial Completion for utility relocations, it will be required for the Contractor to place Temporary Mulched Seeding in all disturbed areas that are not under pavement. This mulched seeding will be in accordance with INDOT Type T mix and will be maintained during the period between Substantial Completion and the installation of sod. It is expected that sodding will be installed during the final restoration work, and will include stripping the temporary grass, the completion of finish grading with any additional topsoil as needed, then sodding the project area. The performance of the temporary seeding will be evaluated based on its temporary control of erosion since that is its intended purpose.

3. **ACKNOWLEDGEMENT**

This Addendum includes revised sheets numbered 6, 7, 8, 9, 12 and 13, which are attached.

The Bidder shall acknowledge receipt of this Addendum by inserting the date and number in the space provided on the BID FORM.

END OF ADDENDUM



REVISED SHEET FOR ADDENDUM 1: 4/21/2017

WOODLAWN AVENUE IMPROVEMENT
10TH STREET TO RAILROAD CROSSING

PLAN AND PROFILE - LINE "A"

DESIGNED: BR

CHECKED: MT

DRAWN: SCS

CHECKED: BR

RECOMMENDED FOR APPROVAL: *B. Tidj...*

DESIGN ENGINEER

4-21-2017 DATE

HORIZONTAL SCALE
1" = 20'-0"

VERTICAL SCALE
1" = 10'-0"

SURVEY BOOK

10 PROJECT NUMBER
20164852

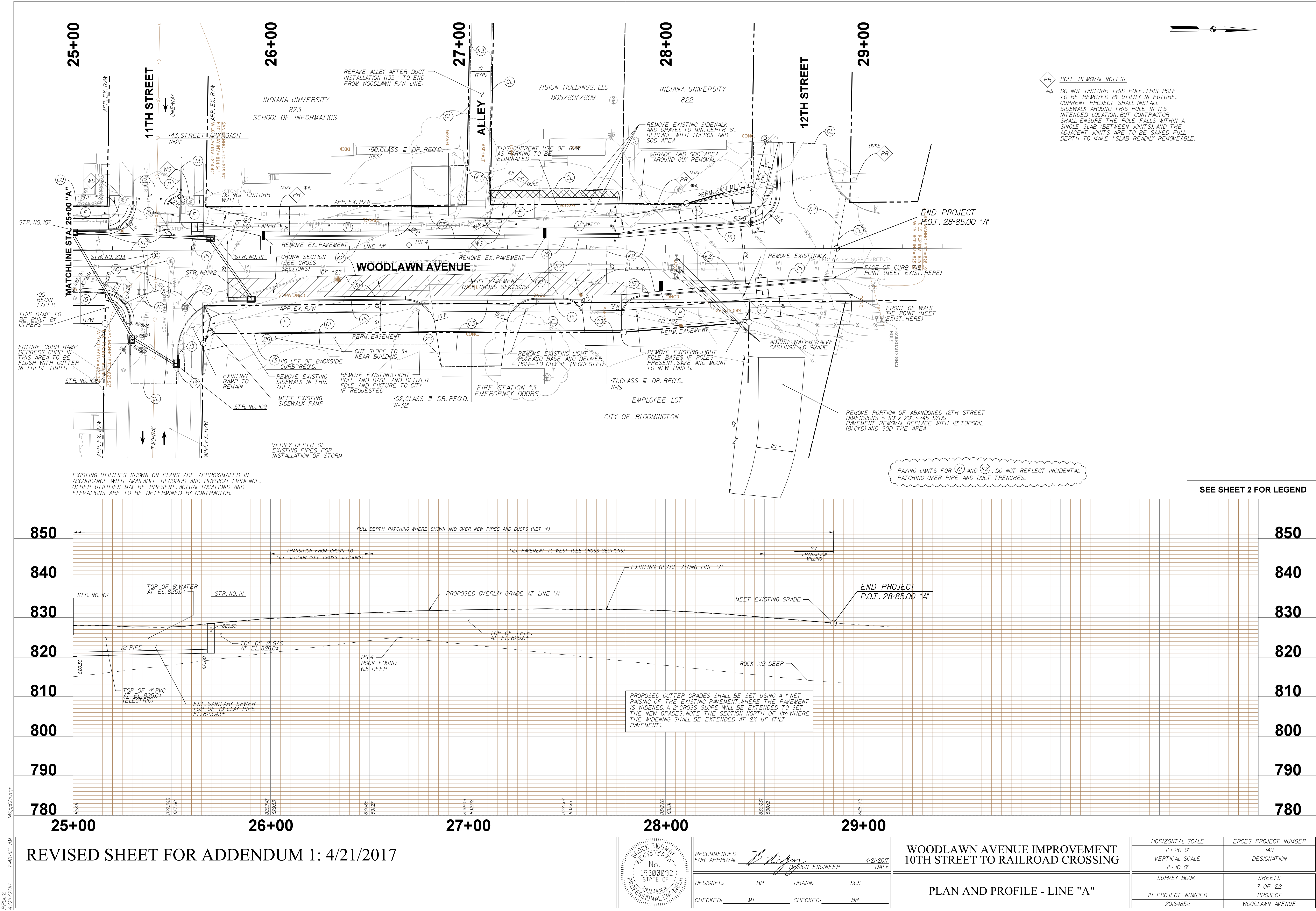
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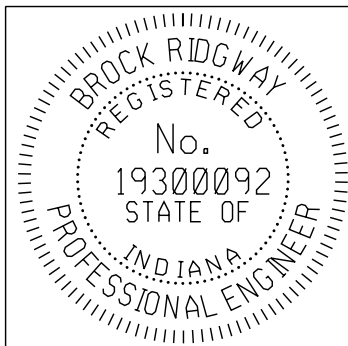
SHEETS
6 OF 22

PROJECT
WOODLAWN AVENUE

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REVISED SHEET FOR ADDENDUM 1: 4/21/2017

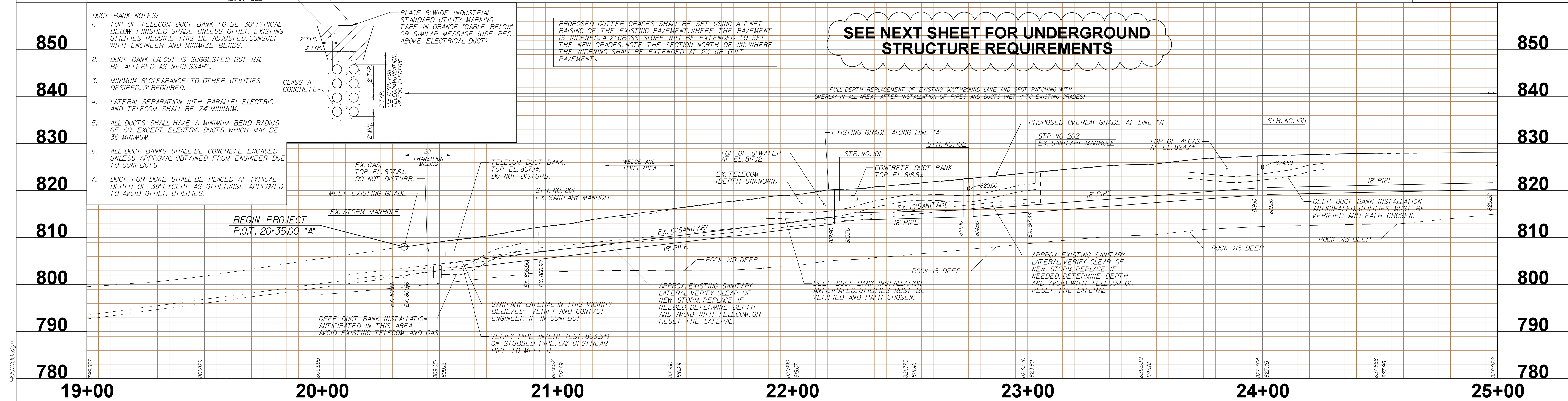
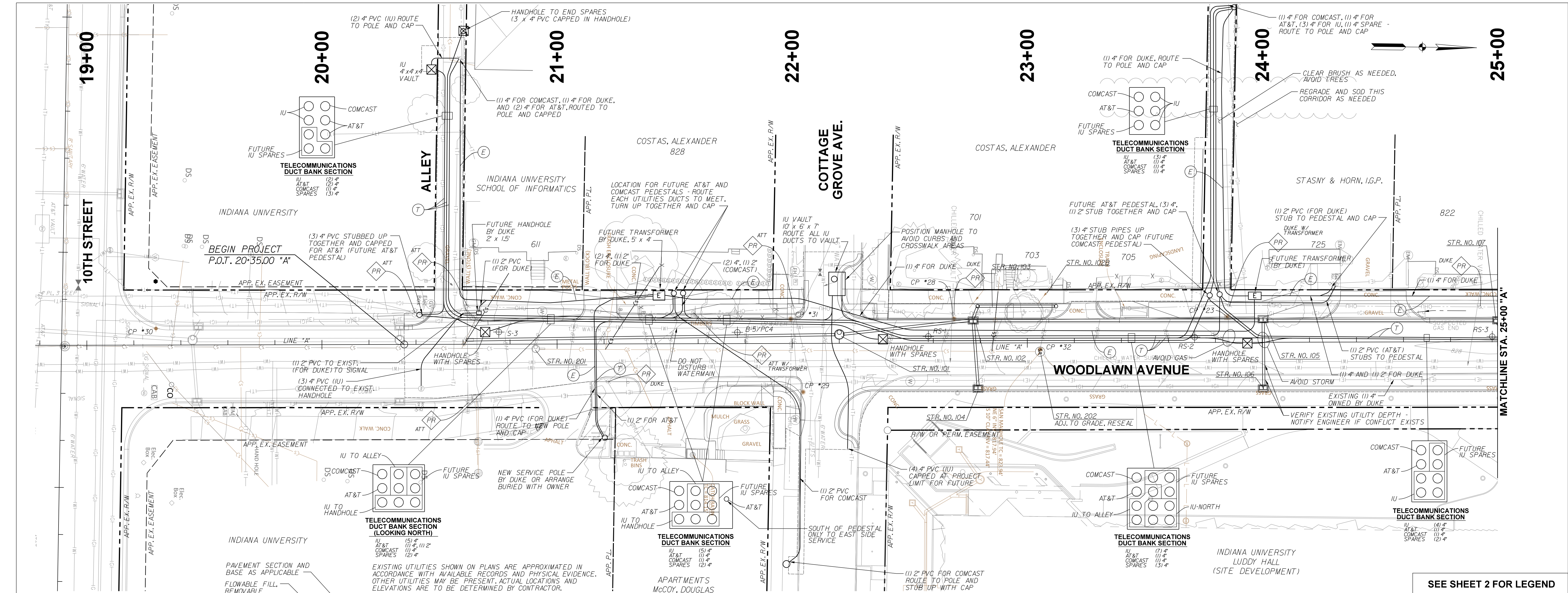


RECOMMENDED FOR APPROVAL	<i>B. Ridgway</i>	DESIGN ENGINEER	4-21-2017
DESIGNED:	BR	DRAWN:	SCS
CHECKED:	MT	CHECKED:	BR

WOODLAWN AVENUE IMPROVEMENT
10TH STREET TO RAILROAD CROSSING

PLAN AND PROFILE - LINE "A"

HORIZONTAL SCALE 1" = 20'-0"	ERCES PROJECT NUMBER 149
VERTICAL SCALE 1" = 10'-0"	DESIGNATION
SURVEY BOOK	SHEETS 7 OF 22
10 PROJECT NUMBER 20164852	PROJECT WOODLAWN AVENUE



REVISED SHEET FOR ADDENDUM 1: 4/21/2017

WOODLAWN AVENUE IMPROVEMENT
10TH STREET TO RAILROAD CROSSING

UTILITY PLANS

HORIZONTAL SCALE
1" = 20'-0"

VERTICAL SCALE
1" = 10'-0"

SURVEY BOOK

IU PROJECT NUMBER
20164852

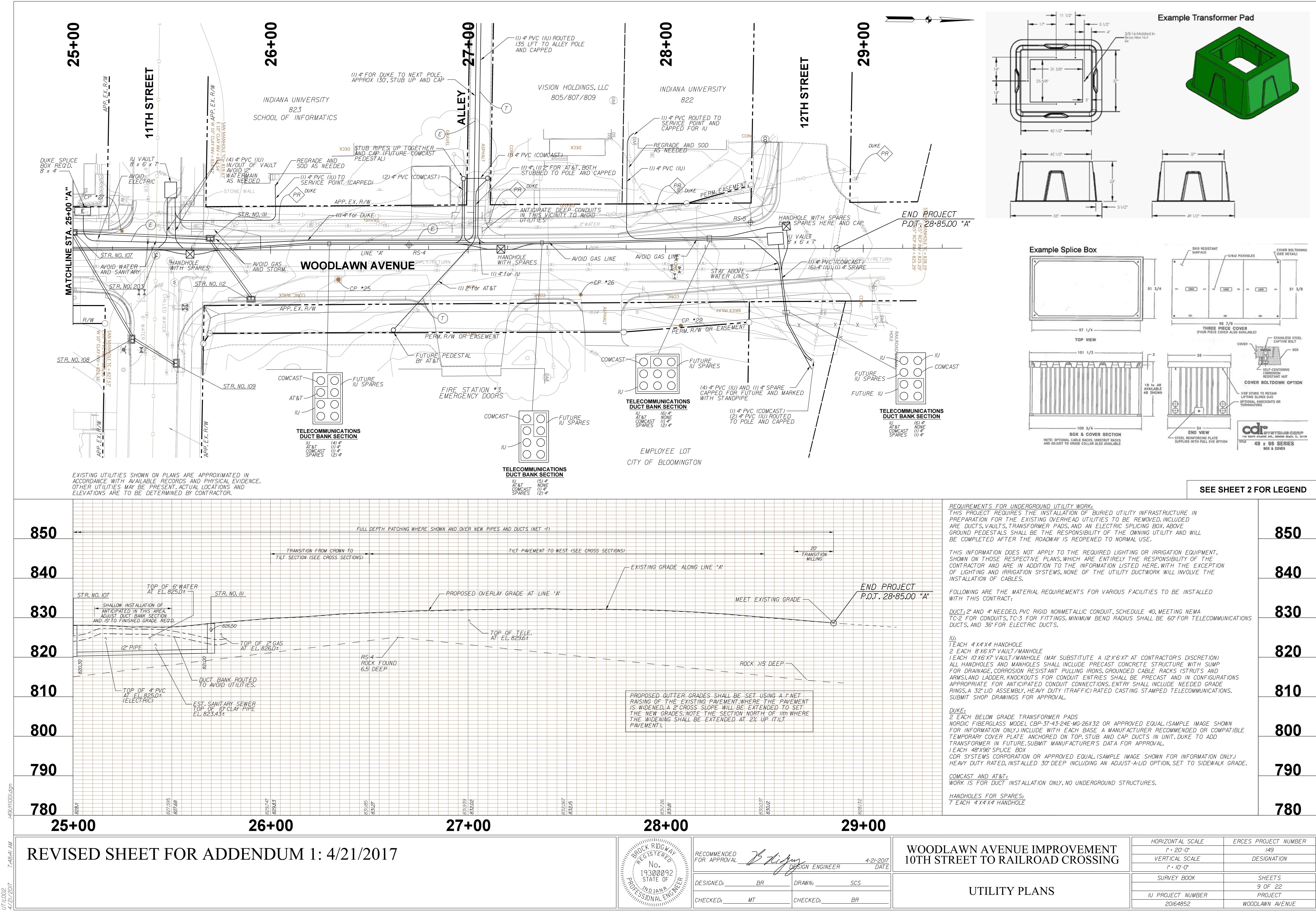
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DESIGNATION

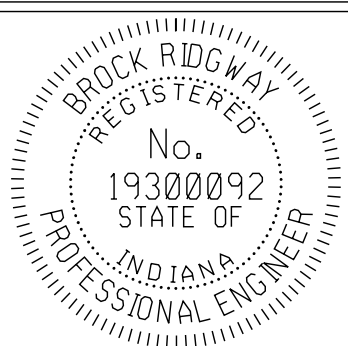
SHEETS
8 OF 22

PROJECT
WOODLAWN AVENUE

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REVISED SHEET FOR ADDENDUM 1: 4/21/2017

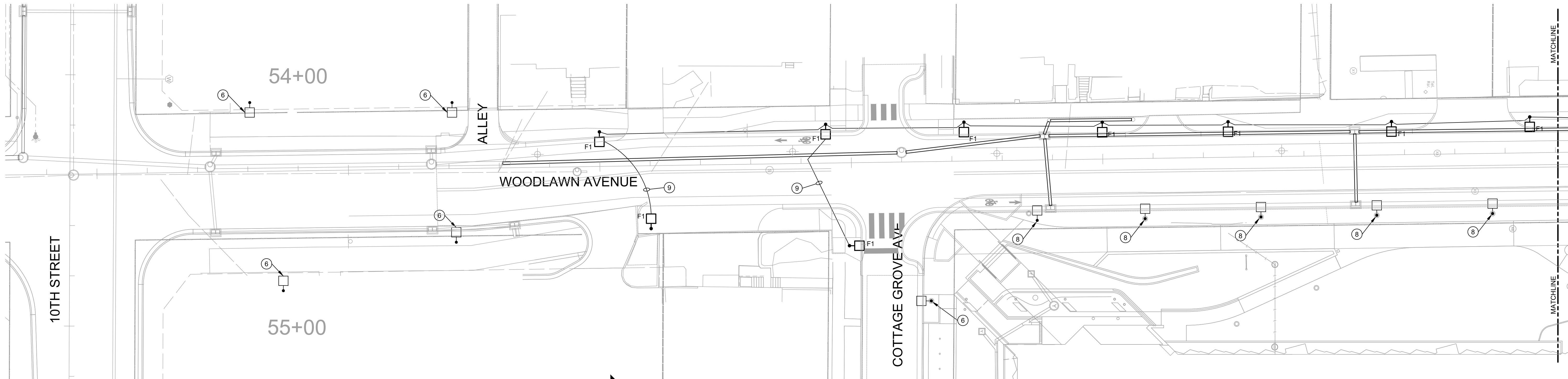


RECOMMENDED FOR APPROVAL	<i>B. Ridgway</i>	DESIGN ENGINEER	4-21-2017
DESIGNED:	BR	DRAWN:	SCS
CHECKED:	MT	CHECKED:	BR

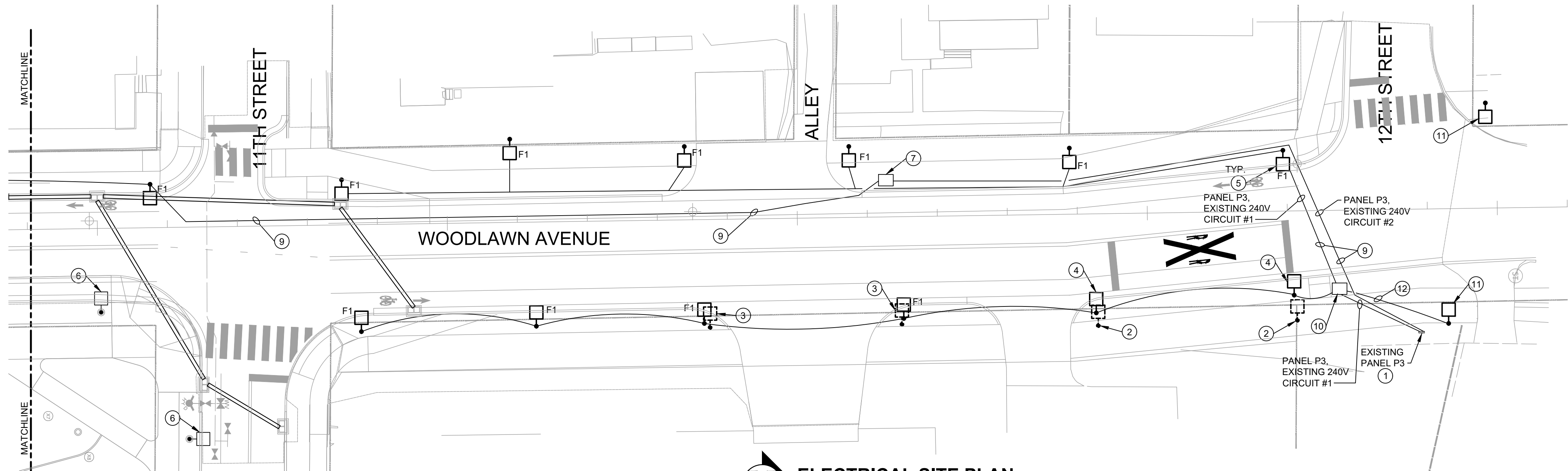
WOODLAWN AVENUE IMPROVEMENT
10TH STREET TO RAILROAD CROSSING

UTILITY PLANS

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1" = 20'-0"	149
VERTICAL SCALE	DESIGNATION
1" = 10'-0"	
SURVEY BOOK	SHEETS
	9 OF 22
IU PROJECT NUMBER	PROJECT
20164852	WOODLAWN AVENUE



ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"



ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"

PLAN NOTES:

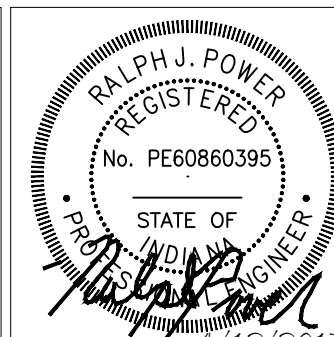
- ① EXISTING POWER PANEL P3 SHALL PROVIDE POWER TO LIGHT FIXTURE WITHIN THE SCOPE OF THIS PROJECT. PANEL P3 SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. LIGHT FIXTURES SHALL BE WIRED TO EXISTING CIRCUITS VIA EXISTING LIGHTING CONTACTOR.
- ② REMOVE EXISTING FIXTURE AND BASE. STORE AND PROTECT DURING CONSTRUCTION. EXISTING FIXTURE SHALL BE SAVED FOR RELOCATION. IF FIXTURE AND POLE ARE NOT PRESENT, CONTACT IU FACILITIES AND RETRIEVE FROM IU STORAGE. REMOVE EXISTING RACEWAY AND CONDUCTORS BACK TO POWER PANEL.
- ③ REMOVE EXISTING FIXTURE AND BASE AND DISPOSE OF PROPERLY. CONTRACTOR SHALL VERIFY IF DEMOLISHED FIXTURE IS TO BE SALVAGED BY CITY AND DELIVERED TO CITY STORAGE. REMOVE RACEWAY AND CONDUCTORS BACK TO SOURCE. RACEWAY THAT GOES BEYOND PROJECT LIMITS SHALL REMAIN ABANDON IN PLACE, PROVIDE CAP AND SEAL WATER TIGHT AS REQUIRED.
- ④ PROVIDE LIGHT FIXTURE BASE FOR EXISTING RELOCATED LIGHT FIXTURE. SEE FIXTURE BASE DETAIL FOR ADDITIONAL INFORMATION.
- ⑤ PROVIDE LIGHT FIXTURE BASE, LIGHT FIXTURE AND POLE AS SPECIFIED ON FIXTURE SCHEDULE. PROVIDE (2) #8 AWG, & (1) #8 GND. IN DIRECT-BURIED 1" PVC CONDUIT TO EXISTING POWER PANEL P3 VIA EXISTING LIGHTING CONTACTOR. SEE FIXTURE FIXTURE SCHEDULE AND BASE DETAIL FOR ADDITIONAL INFORMATION.
- ⑥ EXISTING LIGHT FIXTURE AND BASE TO REMAIN IN PLACE.
- ⑦ PROVIDE HANDHOLE(S) AS REQUIRED BY NATIONAL ELECTRICAL CODE (NFPA 70).

- ⑧ FUTURE LIGHTING BY OTHERS.
- ⑨ COORDINATE CONDUIT ROUTING WITH UNDERGROUND UTILITIES IN THIS AREA.
- ⑩ INTERCEPT EXISTING RACEWAY BETWEEN EXISTING LIGHT POLES AND EXTEND CONDUIT TO THE NEW HANDHOLE AS SHOWN. SPLICE EXISTING CIRCUIT FEEDING LIGHTS IN HANDHOLE AND EXTEND TO RELOCATED LIGHT FIXTURE. VERIFY RACEWAY SIZE IN FIELD.
- ⑪ EXISTING LIGHT POLE TO REMAIN ON EXISTING CIRCUIT.
- ⑫ EXISTING RACEWAY BETWEEN LIGHT POLES TO BE EXTENDED TO NEW HANDHOLE. UTILIZE EXISTING CABLING IF POSSIBLE BETWEEN NEW HANDHOLE AND EXISTING LIGHT POLE NORTH OF PANEL P3.

GENERAL NOTES:

1. ALL WORK SHOWN IS NEW AND BY THE ELECTRICAL TRADES, UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NFPA 70), AND THE LATEST APPLICABLE CODES IN THE STATE OF INDIANA.
3. THIS CONTRACTOR SHALL REVIEW THE COMPLETE SET OF DRAWINGS AND SPECIFICATIONS THAT AFFECT HIS WORK IN HIS BID.
4. MOUNTING HEIGHTS ARE FROM THE GRADE, EXCEPT AS OTHERWISE INDICATED.
5. IT IS THE INTENT OF THIS PROJECT TO PROVIDE NEW CONDUIT AND WIRING THAT SERVE ALL NEW LIGHTING FIXTURES. THE CONTRACTOR WILL PROVIDE ALL NEW CONDUIT AND WIRING FOR THE LIGHT FIXTURES UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL VISIT PROJECT SITE, PRIOR TO BIDDING, TO REVIEW EXISTING ELECTRICAL CONDITIONS. NOT ALL EXISTING ELECTRICAL EQUIPMENT, WIRING DEVICES AND RACEWAY ARE SHOWN.
7. UNLESS OTHERWISE NOTED ON THE DRAWINGS, ALL CUTTING AND PATCHING REQUIRED FOR THE ELECTRICAL INSTALLATION SHALL BE PERFORMED BY THE APPROPRIATE TRADE AND PAID FOR BY THIS CONTRACTOR.
8. DUE TO SITE CONSTRAINTS THAT CANNOT ACCOMMODATE A DUMPSTER, THE CONTRACTOR SHALL REMOVE DEBRIS DAILY.
9. DEVICE LOCATIONS AND RACEWAY ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO STARTING CONSTRUCTION. **CONTRACTOR SHALL MARK LIGHT POLE LOCATIONS PRIOR TO INSTALLATION AND CONFIRM LOCATIONS WITH ENGINEER.**
10. ALL WIRE SHALL BE STRANDED COPPER, TYPE XHHW, WIRE SHALL BE SIZED FOR A MAXIMUM 3% VOLTAGE DROP TO THE FARTHEST FIXTURE. A SEPARATE GREEN GROUNDING WIRE SHALL BE INSTALLED IN EACH CONDUIT RUN.
11. CONTRACTOR TO FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES. IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER THAT MAY INTERFERE WITH THE INSTALLATION OF NEW WORK.
12. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS (VERTICAL AND HORIZONTAL) IN THE FIELD PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM THE ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
13. THE EXCAVATION CONTRACTOR MUST TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITIES AND EQUIPMENT. VERIFY COVER REQUIREMENTS BY UTILITY CONTRACTOR'S AND UTILITY COMPANIES SO AS NOT TO CAUSE DAMAGE.
14. CONTRACTOR TO SUPPORT ALL PIPING, DUCT BANKS, AND CONDUITS SPANNING THE TRENCH EXCAVATION.
15. ALL CONDUIT BURIED SHALL BE SCHEDULE 80 PVC, UNLESS OTHERWISE NOTED. ALL BOXES AND FITTINGS SHALL BE PVC, UNLESS OTHERWISE NOTED.

SMODEL NAMES
SDATES \$FILES \$TIMES



RECOMMENDED FOR APPROVAL:	<i>Ralph J. Power</i>	DESIGN ENGINEER	4/12/2017
DESIGNED:	DAG	DRAWN:	DAG
CHECKED:	MWL	CHECKED:	MWL

WOODLAWN AVENUE IMPROVEMENT
10TH STREET TO RAILROAD CROSSING

ELECTRICAL LIGHTING PLAN

HORIZONTAL SCALE 1" = 20'-0"	ERCES PROJECT NUMBER 149
VERTICAL SCALE	
SURVEY BOOK	SHEETS 12 OF 22
IU PROJECT NUMBER 20164852	PROJECT WOODLAWN AVENUE







Board of Public Works Staff Report

Project/Event: BPD Lower Level Evidence Room Expansion Project

Petitioner/Representative: Public Works/Facilities

Staff Representative: Barry J. Collins

Meeting Date: May 2, 2017

Bloomington Police Department has requested the Evidence Room located on the lower level of Headquarters needs to be expanded to become a Certified Evidence Room. This would require combining two existing storage closets to be remodeled and become evidence storage space. Quotes were sent out via e-mail on April 12, 2017 to all contractors listed below with a quote return date of April 21, 2017 at 2:00pm.

Quotes were requested from the following contractors with quotes as follows:

Company	Amount
Umphress Masonry Inc.	\$10,700.00
Hostetler Concrete Const, LLC	No bid received
Baker Stone Work, Inc	No bid received
Artisan Masonry, Inc.	No bid received

Staff recommends using Umphress Masonry Inc. not only because of lowest quoted price but also because we have been very satisfied with their work on previous repairs of the incinerator.

Recommend **X Approval** **Denial** **by:** Barry J. Collins

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON FACILITIES DEPARTMENT
AND
UMPHRESS MASONRY, INC.
FOR
BPD EVIDENCE ROOM EXPANSION PROJECT**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Facilities Department through the Board of Public Works (hereinafter CITY), and Umphress Masonry, Inc., a for profit corporation duly incorporated under the laws of the State of Indiana with its principal place of business located at 8383 W. HINDS ROAD, BLOOMINGTON, IN, 47403, (hereinafter CONTRACTOR); **WITNESSETH:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement no later than fourteen days after the notice to proceed is issued, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed TEN THOUSAND SEVEN-HUNDRED (\$10,700.00) DOLLARS. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such

action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 **Extent of Agreement: Integration**

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

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

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

5.05 **Insurance**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

- Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;
- The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:
 - a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any

such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Barry J. Collins, Director Operations and Facility		
P.O. Box 120		
Bloomington, Indiana 47402		

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. In no case shall work begin prior to the date of the Notice to Proceed. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

THE CITY OF BLOOMINGTON:
BY:

Kyla Cox Deckard, President
Board of Public Works

Kelly M. Boatman, Vice President
Board of Public Works

Dana Palazzo, Member
Board of Public Works

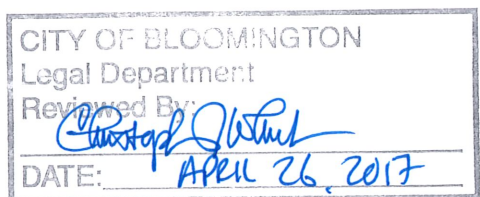
John Hamilton, Mayor
City of Bloomington

UMPHRESS MASONRY, INC.
BY:

Contractor Representative

Printed Name

Title



CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 4/26/17

FUND/ACCT: 151-14-451

Scope of work
BPD Evidence Room
Expansion
2017

Selected Contractors shall provide a list of all personnel working on the job, to the project manager, at the beginning of each work day. Only the personnel listed will be permitted into the project area. Contractor must supervise and account for all personnel at all times.

Demolition Phase:

- A. Remove door #LL114, save all hardware for reuse. (3'0" X 7'0")
- B. Remove door #LL113, save all hardware for reuse. (3'0" X 7'0")
- C. Remove wood frame wall between Rooms #LL113 and #LL114
- D. Create opening in southeast wall of #LL112 for 3'0" X 7'0" door
- E. Remove all debris and dispose into a code legal dump.
- F. Remove the existing shelving brackets and shelving on the east wall of room #LL112 to the west wall of room #LL112.

Construction Phase:

- A. Fill-in where doors #LL113 and #LL114 were removed with matching masonry. (12" wall)
- B. Repair floor where wall separating rooms #LL113 and #LL114 (ready to accept matching VCT floor tiles
- C. Install door from room LL114, into the south east corner of room #LL112, (6" masonry wall), owner will supply new door frame and contractor will install owners frame, door, hardware saved from door #LL114, closer, locksets and deadbolts.
- D. Ensure all masonry walls continue all the way to the bottom of the floor above. 2" X 12" #1 SYP stock may be used, carriage bolted over to either side of the existing metal floor joists damage threads so nuts cannot be removed.
- E. Repair under new door to accept matching VCT floor tile or supply a aluminum threshold to lap over existing VCT.
- F. Install matching VCT floor tile where wood frame wall was removed. (owner will supply VCT)
- G. Paint the entire north hallway wall from corridor #LL132 west to the end of the corridor, 1 coat of primer masonry paint and 2 finish coats to match on new masonry and one coat over existing paint matching as closely as possible the existing colors.
- H. Paint new door in room #LL112 to match as closely as possible the existing door colors, 1 primer coat and 2 finish coats
- I. Paint all walls in room's #LL113 and #LL114 to match as closely as possible one coat on existing paint and 1 coat of primer and 2 finish coats on all new work.

Attachment
A 1 of 2

- J. Repair ceiling were wood frame wall was removed by installing a main runners from north to south on both sides and install ceiling tile.
- K. Paint east wall (1 coat over existing) in room #LL112 to match as closely as possible the existing colors
- L. Rewire lighting in what was two storage areas (6 lights total) to operate on 1 switch located on the west wall by door.
- M. Contractor shall remove all debris on a daily basis and mop clean all floors at the end of the project.
- N. Contractor may use the concrete pad on the exterior southwest corner of the building for material/dumpster storage.
- O. Owner will supply 4 parking spaces for contractor parking in the southwest parking lot.

Any questions please contact:

Barry J. Collins, Operations and Facility Director

Phone: 812-325-2952

e-mail: collinsb@bloomington.in.gov.

ATTACHMENT
A 2 of 2

ATTACHMENT 'B'

"AFFIDAVIT"

STATE OF _____)

)SS:

COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)

)SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

**EXHIBIT A
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Barry Collins <collinsb@bloomington.in.gov>

BPD Lower Level Evidence Room Expansion

1 message

Barry Collins <collinsb@bloomington.in.gov>

Wed, Apr 12, 2017 at 9:55 AM

To: Dalton Umphress <umphresd@bloomington.in.gov>, hostetters@prodigy.net, charley.bakerstonework@gmail.com, artisanmasonryincorporated@yahoo.com

To All;

The City of Bloomington, Public Works, Facilities Division is asking for quotes on the attached project. Project is located at 220 E. Third Street, Bloomington In. on the lower level of the facility.

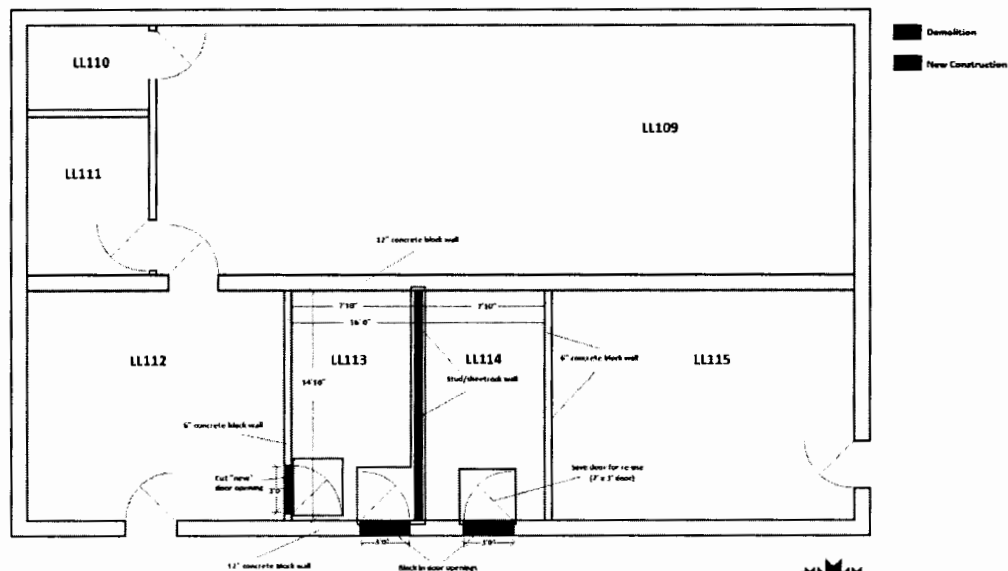
Contractors are urged to contact Barry Collins, Operations and Facility Director at 812-325-2952 or by e-mail at collinsb@bloomington.in.gov, to set-up an appointment to walk through the project or if you have any questions. All quotes are due back to Barry Collins by April 21, 2107 at 2:00pm local time. Quotes should be e-mailed to collinsb@bloomington.in.gov.

Please find the following documents:

BPD Evidence Room Drawings

Evidence Room Scope of Work

Public Works Projects Sample Agreement



**BPD Evidence Room
Expansion Project**



Thank You
Barry J. Collins
City of Bloomington
Operations and Facility Director

2 attachments

 Evidence Room Scope of work.docx
15K



Board of Public Works Staff Report

Project/Event: Contract Agreement for Concrete Services

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: May 2, 2017

A review of the request for quotes for concrete services has been conducted to determine the most responsive and responsible contractor to provide all labor, materials, and equipment on an "as needed basis" for concrete construction, maintenance, and repair services.

Staff recommends to awarding contract to Groomer Construction for 2017-18.

Recommend ☒ **Approval by Joe VanDeventer**

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON STREET DEPARTMENT AND
CONTRACTOR
FOR
CONCRETE CONSTRUCTION, MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter "CITY") and Groomer Construction, Inc., a for profit corporation duly incorporated under the laws of the State of Indiana with its principal place of business located at 6535 W. Ison Rd., Bloomington, IN 47403, (hereinafter "CONTRACTOR");
WITNESSETH:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Exhibit "A", hereinafter the "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

- 1.1** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project. Work under this agreement shall be conducted during the summer months of 2017. This agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summers of 2018 and 2019, provided the Contractor gives written notice to the City on or before March 1, 2018, and March 1, 2019, respectfully, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

ARTICLE 2. SERVICES

- 2.1** CONTRACTOR shall complete all work required under this agreement on or before November 1, 2017, unless the parties mutually agree mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- 2.2** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in

the manner herein provided and that the measure of those damages shall be determined by reference Section 4.9 of the General Term and Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

- 3.1 CONTRACTOR shall provide services as specified in Exhibit "A", "Scope of Work", attached hereto and incorporated into this Agreement.
- 3.2 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed FIFTY THOUSAND (\$50,000.00) DOLLARS. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:
- Defective work.
 - Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
 - Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees. Damage to CITY or a third party.
- 3.3 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- 3.4 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.
- 3.5 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.
- 3.6 **Engineer.** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

4.1 Escrow Agent. The retainage amount withheld shall be placed in an escrow account. First financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.2 Retainage Amount. The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration.

The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.3 Payment of Escrow Amount. The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.4.

4.4 Withholding Funds for Completion of Contract. If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.1 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out

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

5.2 Abandonment, Default and Termination.

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

5.2.2 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by CITY ENGINEER or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it. Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.2.4 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then

CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.3 Successors and Assigns.

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

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

5.4 Extent of Agreement: Integration.

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds, if applicable.
14. The Escrow Agreement, if applicable.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.5 Insurance.

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

COVERAGE	LIMITS
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operations	\$100,000,000
Personal & Advertising Injury Limit	\$100,000,000
Each Occurrence	\$100,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

The deductible on the Umbrella Liability shall not be more than \$10,000

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

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations; Fellow employee claims under Personal Injury; and Independent Contractors.

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

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

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

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

5.8 **Non-Discrimination.**

5.8.1 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing or any other legally protected classification.

5.8.2 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding: Prohibition of discrimination in employment practices on the basis of race, sex, color,

religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification; and

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

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

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

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

5.9 Workmanship and Quality of Materials.

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

5.9.2 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of

durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER.

The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

5.10 Safety.

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

- 5.10.2** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes.

- 5.11.1** Except as provided in Paragraph 5.11.2, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

- 5.11.3** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.2, or any

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

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

5.12 Performance Bond and Payment Bond.

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

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

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

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

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

To The City of Bloomington:
Joe VanDevanter, Director
Street Operations
1981 S. Henderson St.
Bloomington, IN 47401

To the Contractor:

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision

shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within Fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement **will** be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products.

5.17.1 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.2 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.3 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.4 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.5 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status.

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

Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien.

If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

SO DATED THIS _____ DAY OF _____, 2017.

**THE CITY OF BLOOMINGTON:
BY:**

**GROOMER CONSTRUCTION, INC.
BY:**

Kyla Cox Deckard, President
Board of Public Works

Contractor Representative

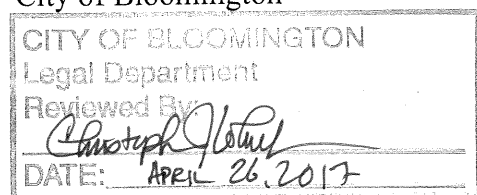
Kelly M. Boatman, Vice President
Board of Public Works

Printed Name

Dana Palazzo, Member
Board of Public Works

Title

John Hamilton, Mayor
City of Bloomington



CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 4/26/17
FUND/ACCT: 451-20-399



EXHIBIT A
(2 pages)

CITY OF BLOOMINGTON QUOTE FORM
RFQ #2017-PW-CONCRETE SERVICES

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Public Works Dept.
401 N Morton St. Ste. 120
Bloomington, IN 47404

Pricing shall include all costs, including labor and material and shall include a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

ITEM NO.	DESCRIPTION	COST
1	Cost per foot for 6" beveled curb	\$ 53.40
2	Cost per foot for 5' 6" monolithic sidewalk	\$ 60.50
3	Cost per foot for standard 5' sidewalk	\$ 55.00
4	Cost per foot for ADA compliant curb ramps (ADA plates to be supplied by the city)	\$ 71.25
5	Hourly billing rate hour for concrete service work	\$ See Attached Itemized sheet
6	Overtime hourly billing rate for concrete work	\$ See Attached Itemized Sheet

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is \$ Not applicable for this project.

VENDOR / CONTRACTOR INFORMATION

Company: GROOMER CONSTRUCTION, INC.

Name (print): Richard Groomer

Address: 6535 W. Ison Rd, Bloomington, Indiana 47403

Telephone: 812-825-2758 Fax: 812-825-2758

E-Mail: groomconst2758@yahoo.com

Signature: *Richard Groomer*
(Must be signed by an authorized company representative.)

Groomer Construction, Inc.
6535 W. Ison Rd.
Bloomington, Indiana 47403

January 2017

CUSTOMER PRICING	Rate	OT	DT
Operator	62.75	84.75	106.75
Laborer	50.15	67.65	85.15
Pipefitter	75.00	97.00	119.00
Welder	75.00	97.00	119.00
Backhoe & Operator	93.00	115.00	137.00
Trencher & Operator	93.00	115.00	137.00
Mini-Excavator & Operator	93.00	115.00	137.00
Hand Trencher & Operator	85.00	107.00	129.00
590/680 Hoe Ram & Operator	140.00	162.00	184.00
1080 Hoe Ram & Operator	175.00	197.00	219.00
1080 Hoe Ram & Operator <i>(REMOVE ROCK FROM SITE)</i>	225.00	247.00	269.00
1080 Excavator & Operator	130.00	152.00	174.00
C290 Excavator & Operator	150.00	172.00	194.00
D-5 Bulldozer & Operator	125.00	147.00	169.00
550 Bulldozer & Operator	110.00	132.00	154.00
D-8 & Operator	155.00	177.00	199.00
Directional Boring Machine & Crew <i>(1OP & 1LAB & 1TRK)</i>	225.00	264.50	304.00
Scraper & Operator	180.00	202.00	224.00
1155 Loader & Operator	128.00	150.00	172.00
Hydra Crane & Operator	93.00	115.00	137.00
Drill Truck, Operator & Laborer	141.60	181.10	220.60
Compactor & Operator	93.00	115.00	137.00
Drum Roller & Operator	93.00	115.00	137.00
Lowboy & Operator	100.00	122.00	144.00
Clean up Tractor & Operator	82.00	104.00	126.00
Uni-Loader & Operator	93.00	115.00	137.00
Single Axle Dump Truck & Laborer	70.00	87.50	105.00
Tandam Axle Dump Truck & Laborer	77.00	94.50	112.00
Service/Trip Fee Charge <i>(Local 1HR/Day Non-Local 2HR/Day)</i>	25.00	25.00	25.00
Pickup & Snow Plow & Driver	85.00	107.00	129.00
Welder & Rig	110.00	132.00	154.00
Vac Rig & 1-Laborer & 1-Operator	145.00	184.50	224.00
Air Compressor Only			
Plate Compactor only			

All are 4 hour minimum, in two hour increments after that.

Others... ask for price

"AFFIDAVIT"

Exhibit E

STATE OF Indiana)
)SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the President of GROOMER CONSTRUCTION, INC.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Richard Groomer, President
Signature
Richard Groomer, President
Printed Name

STATE OF Indiana)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 3rd day of April, 2017.

Teresa K Groomer
Notary Public's Signature

Teresa K Groomer

Printed Name of Notary Public

My Commission Expires: July 15, 2022

County of Residence: Monroe



EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: Installation of Conduit Service Agreement with Tauren Services for ACC Addition and Renovations Project

Petitioner/Representative: Animal Care & Control Division

Staff Representative: Virgil Sauder

Meeting Date: May 2, 2017

The Animal Care & Control Division is working in conjunction with the City of Bloomington Information Technologies Department to address communications and IT needs with the Animal Shelter Addition and Renovation project.

As part of this project, the AT&T communications lines need to be rerouted into the building. Per requirements of AT&T conduit needs to be run within the building to accept the lines that AT&T will be installing. City of IT Department recommends Tauren Communications Services for the project. The cost for the project is \$2,750.

This project is funded from the bond proceeds of the Consolidated TIF Fund.

Recommend ☒ **Approval** ☐ **Denial by: Virgil Sauder**

AGREEMENT
between the
CITY OF BLOOMINGTON
and
TAUREN COMMUNICATION SERVICES

This Agreement, entered into this 28th day of April, 2017, by and between the City of Bloomington (“City”) and Tauren Communication Services (“Tauren”),
WITNESSETH THAT:

WHEREAS, the City has entered into a construction contract with Neidigh Construction Corporation to construct an addition to the Animal Shelter, and to renovate part of the existing Animal Shelter; and

WHEREAS, in order to provide adequate utility service to the new and renovated Animal Shelter, it is necessary to install conduit at the Animal Shelter; and

WHEREAS, Tauren is qualified, experienced, and capable of providing the necessary conduit installation services for the Animal Shelter, and also desires to provide such services for the Animal Shelter under the terms of this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution of all parties and continue through August 31, 2017, unless terminated prior to that date pursuant to Section 10.
2. Services. Tauren shall provide the following services:
 - a. Provision and installation of 2 separate 2” EMT conduits from MDF to the exterior east wall.
 - b. Provision and installation of a fiberglass NEMA type 4X exterior rated utility box with measurements of 17.81” x 15.81” x 8.86” (“NEMA Box”).
 - c. Provision and installation of 2 separate weather heads with NM/SE caps (one for each 2” EMT conduit) on east wall at NEMA Box.
 - d. Provision and installation of 2 separate 2” points of entry (one for each 2” EMT conduit), core drilled through the east wall into the NEMA Box.

Tauren shall diligently pursue its work under this Agreement and shall complete the Services in a timely manner. Tauren shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Tauren's work, Tauren agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Rick Routon as the City's designated project coordinator.

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

3. Responsibilities of the City. The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Tauren shall be entitled to rely upon the accuracy and completeness of such information.
4. Compensation. The City shall pay Tauren \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars) for the Services. Upon completion of the Services, Tauren shall submit an invoice to the City for \$2,750.00 (Two Thousand Seven Hundred Fifty Dollars). Invoices shall be sent to:

Rick Routon
Assistant Director, ITS
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, IN 47402

Payment will be remitted to Tauren within forty-five (45) days of receipt of invoice. The City's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the City's costs are not forthcoming or are insufficient, through the failure of any entity—including the City—to appropriate funds, then the City shall have the right to immediately terminate this Agreement without penalty.

Additional services not set forth above, changes in work, or incurred expenses must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

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

The status of Tauren's partners, shareholders, or employees providing services pursuant to this Agreement shall not be affected in any way by this Agreement. Said partners, shareholders, or employees shall be subject solely to supervision by their Tauren supervisors. Tauren shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

6. Indemnity. Tauren shall defend, indemnify, and hold harmless the City of Bloomington, the Redevelopment Commission, the Board of Public Works, and the officers, agents and employees of the City, the Redevelopment Commission, and the Board of Public Works from any and all claims, demands, damages, costs, expenses, or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of Tauren or his agents or employees or independent contractors directly responsible to him.
7. Waiver or Breach. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.
8. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
9. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
10. Termination of Agreement. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Tauren in connection with this Agreement shall become the property of the City, as set forth in Section 15 herein.

11. Identity of Tauren. Tauren acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is its qualifications and experience. Tauren agrees that the work to be done pursuant to this Agreement shall be done by Tauren. The City reserves the right to reject any of Tauren's personnel or proposed outside professional subcontractors, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
12. Conflict of Interest. Tauren declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. Tauren agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. Assignment. Neither City nor Tauren shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Tauren may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
14. Ownership of Documents and Intellectual Property. All documents, drawings, and specifications, including digital format files, prepared by Tauren and furnished to the City as part of the Services shall become property of the City. Tauren shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Tauren.
15. Non-Discrimination. As part of this Agreement, Tauren shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.
16. Compliance with Laws. In performing the Services under this Agreement, Tauren shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Tauren shall advise the City of any and all applicable regulations and approvals required by federal law. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, Tauren shall proceed using its best judgment only after attempting to resolve any such conflict between such

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

17. Notice. Whenever any notice, statement, or other communication shall be sent under this Agreement, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the City:

Rick Routon
Department of Information & Technology Services
City of Bloomington
401 N. Morton Street
Suite 160
Bloomington, IN 47402

Notice to Tauren:

Jerry L. Gatlin, Jr.
Tauren Communication Services
5011 W De Ann Drive
Bloomington, IN 47404

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the City and Tauren.

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

19. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Tauren.

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.

- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana.

Tauren shall provide evidence of each insurance policy to the City's project coordinator within five (5) days of the execution of this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Tauren may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Tauren fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, the City shall have the right at the City's election to forthwith terminate the Agreement.

21. E-Verify. Tauren is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Tauren shall sign an affidavit, attached as Exhibit A, affirming that Tauren does not knowingly employ an unauthorized alien. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

"Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Tauren and its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Tauren or any of its subcontractors learns is an unauthorized alien. If the City obtains information that Tauren or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify Tauren or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If Tauren or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that Tauren or its subcontractor did not knowingly employ an unauthorized alien. If Tauren or its subcontractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Contractor. If the City terminates the Agreement under this provision, Tauren or its subcontractor is liable to the City for actual damages, even if such damages exceed the amount paid by the City under this Agreement.

Tauren shall require any subcontractors performing work under this Agreement to certify to Tauren that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Tauren shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

22. Intent to be Bound. The City and Tauren each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
23. Non-Collusion. Tauren is required to certify that it has not, nor has any other member, representative, or agent of Tauren, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Tauren shall sign an affidavit, attached hereto as Exhibit B, affirming that Tauren has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

24. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

BOARD OF PUBLIC WORKS

BY: _____
Kyla Cox Deckard, President Date

BY: _____
Kelly M. Boatman, Vice President Date

BY: _____
Dana Palazzo, Secretary Date

CITY OF BLOOMINGTON

BY: _____
Philippa M. Guthrie, Corporation Counsel Date

TAUREN COMMUNICATION SERVICES

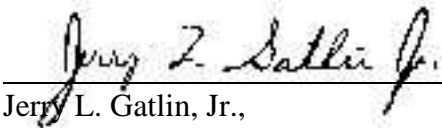
BY:  _____
Jerry L. Gatlin, Jr., 05/01/17
Date

EXHIBIT A

E-Verify Affidavit

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

1. The undersigned is the President of Tauren Communication Services.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.



Signature

Jerry L. Gatlin Jr.

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT B

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

NON-COLLUSION AFFIDAVIT

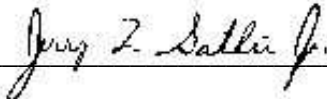
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 1st day of May, 2017.

TAUREN COMMUNICATION SERVICES

By: 
 Jerry L. Gatlin Jr.

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires on: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2017

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 Hardesty Insurance PO Box 488 Ellettsville IN 47429	CONTACT NAME: Ron Hardesty	
	PHONE (A/C No. Ext): 812-876-7842 FAX (A/C No): 812-876-9452	
	E-MAIL ADDRESS: Hardestyins@bluemarble.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PROGRESSIVE INSURANCE COMPANY	38784
	INSURER B: SCOTTSDALE INSURANCE COMPANY	
	INSURER C: TRAVELERS INSURANCE	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20170501095053160 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPS2652856	03/23/2017	03/23/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Fire Damage \$ 100,000
A	AUTOMOBILE LIABILITY			05354495-8	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTIONS						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IKUB-3102N64-A-17	03/23/2017	03/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							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)

CERTIFICATE HOLDER City of Bloomington 401 N Morton Street Bloomington IN 47402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Board of Public Works Claim Register

Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
Fund 101 - General Fund				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Bertie Lehman	01-Lehman-refund adoption fee-canine	04/25/2017	05/05/2017	75.00
	Account 43430 - Animal Adoption Fees Totals		1	\$75.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-pens, paper	04/25/2017	05/05/2017	33.87
	Account 52110 - Office Supplies Totals		1	\$33.87
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-diaper changing machine	04/25/2017	05/05/2017	249.68
313 - Fastenal Company	01-toilet paper, ear plugs, laundry detergent	04/25/2017	05/05/2017	199.92
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-4/7/17	04/25/2017	05/05/2017	330.86
4574 - John Deere Financial (Rural King)	01-litter-50 bags-4/5/17	04/25/2017	05/05/2017	274.50
4574 - John Deere Financial (Rural King)	01-litter-8 bags-4/3/17	04/25/2017	05/05/2017	43.92
4574 - John Deere Financial (Rural King)	01-hamster food-3/25/17	04/25/2017	05/05/2017	19.98
4574 - John Deere Financial (Rural King)	01-bleach-30 1 gal. bottles-3/22/17	04/25/2017	05/05/2017	35.70
4574 - John Deere Financial (Rural King)	01-clippers, meat saw	04/25/2017	05/05/2017	29.98
4633 - Midwest Veterinary Supply, INC	01-panacur, cough tabs, needles	04/25/2017	05/05/2017	444.09
4633 - Midwest Veterinary Supply, INC	01-antibiotics, heartworm preventative	04/25/2017	05/05/2017	322.05
4633 - Midwest Veterinary Supply, INC	01-timothy hay for rabbit food	04/25/2017	05/05/2017	36.54
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG	04/25/2017	05/05/2017	49.00
4666 - Zoetis, INC	01-vaccines	04/25/2017	05/05/2017	256.00
4549 - Kroger Limited Partnership I	09-supplies for CCA Breaking Down the Barriers Event	04/25/2017	05/05/2017	6.00
4549 - Kroger Limited Partnership I	06-institutional supplies	04/25/2017	05/05/2017	8.79
4549 - Kroger Limited Partnership I	06-institutional supplies	04/25/2017	05/05/2017	6.76
4549 - Kroger Limited Partnership I	01-Industrial Supplies	04/25/2017	05/05/2017	15.45
	Account 52210 - Institutional Supplies Totals		17	\$2,329.22
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-basket strainer	04/25/2017	05/05/2017	2.89
409 - Black Lumber Co INC	19-ACC-cable ties, poly tarp	04/25/2017	05/05/2017	18.98
	Account 52310 - Building Materials and Supplies Totals		2	\$21.87
Account 53130 - Medical				



Board of Public Works Claim Register

Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-4/3-4/13/17	04/25/2017	05/05/2017	1,400.00
5107 - NVA College Mall Veterinary Management INC	01-HTW treatment	04/25/2017	05/05/2017	320.27
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-4/17/17	04/25/2017	05/05/2017	235.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries, x-rays-4/10-4/11/17	04/25/2017	05/05/2017	657.80
54639 - Shake Veterinary Services, INC (Town &	01-x-rays-4/14/17	04/25/2017	05/05/2017	91.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries, blood work-4/1-4/4/17	04/25/2017	05/05/2017	612.25
Account 53130 - Medical Totals			6	\$3,316.32
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	120.62
Account 53210 - Telephone Totals			1	\$120.62
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017	05/05/2017	897.28
Account 53510 - Electrical Services Totals			1	\$897.28
Program 010000 - Main Totals			29	\$6,794.18
Department 01 - Animal Shelter Totals			29	\$6,794.18
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Andrea Shapiro	14-Shapiro-refund overpayment pkg citation A1700713	04/25/2017	05/05/2017	40.00
Account 46060 - Other Violations Totals			1	\$40.00
Account 52110 - Office Supplies				
3892 - Midwest Color Printing, INC	02-50 business cards for V. Hosea	04/25/2017	05/05/2017	14.76
8002 - Safeguard Business Systems, INC	26-Pkg Garages-5000 single window envelopes	04/25/2017	05/05/2017	447.39
5103 - Staples Contract & Commercial, INC	02-staple remover, pencil cup, file pockets, bulletin board	04/25/2017	05/05/2017	124.10
5103 - Staples Contract & Commercial, INC	02-business card holder	04/25/2017	05/05/2017	.90
Account 52110 - Office Supplies Totals			4	\$587.15
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5938 - Kessler Consulting, INC	02-March 2017 services for consultation-Sanitation automation	04/25/2017	05/05/2017	10,555.36
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1	\$10,555.36
Account 53990 - Other Services and Charges				
3472 - Lucity, INC	02-annual asset management software support 7/1/17-6/30/18	04/25/2017	05/05/2017	9,686.63
Account 53990 - Other Services and Charges Totals			1	\$9,686.63
Program 020000 - Main Totals			7	\$20,869.14



Board of Public Works Claim Register

Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
Department 02 - Public Works Totals		7		\$20,869.14
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	04 - Business Cards - Alex Crowley	04/25/2017	05/05/2017	37.75
Account 53310 - Printing Totals			1	\$37.75
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04-Hootsuite-4/2-5/1/17	04/25/2017	05/05/2017	5.99
Account 53910 - Dues and Subscriptions Totals			1	\$5.99
Account 53970 - Mayor's Promotion of Business				
3967 - Drew Etienne	04 - 3rd Street median mural	04/25/2017	05/05/2017	1,144.68
Account 53970 - Mayor's Promotion of Business Totals			1	\$1,144.68
Program 040000 - Main Totals			3	\$1,188.42
Department 04 - Economic & Sustainable Dev Totals			3	\$1,188.42
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	06-cleaner, envelopes, markers	04/25/2017	05/05/2017	6.41
Account 52110 - Office Supplies Totals			1	\$6.41
Account 53990 - Other Services and Charges				
19660 - Bose McKinney & Evans, LLP	06-Legal Services for Annexation 2/01/17 - 2/14/17	04/25/2017	05/05/2017	26,186.94
19660 - Bose McKinney & Evans, LLP	06-Legal Services for Annexation 2/22/17 - 3/13/17	04/25/2017	05/05/2017	93,498.66
5648 - Reedy Financial Group, PC	06-Annexation Consulting Fees thru 3/31/17	04/25/2017	05/05/2017	44,899.13
Account 53990 - Other Services and Charges Totals			3	\$164,584.73
Program 060000 - Main Totals			4	\$164,591.14
Department 06 - Controller's Office Totals			4	\$164,591.14
Department 09 - CFRD				
Program 090000 - Main				
Account 52420 - Other Supplies				
3892 - Midwest Color Printing, INC	09-print business cards for J. Luce	04/25/2017	05/05/2017	36.87
Account 52420 - Other Supplies Totals			1	\$36.87
Program 090000 - Main Totals			1	\$36.87
Department 09 - CFRD Totals			1	\$36.87



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Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
Department 10 - Legal				
Program 100000 - Main				
Account 46010 - Court Docket Fees				
Ryan Dauss	Miscellaneous - Fees, Dues, Permits, Reimbursements	04/25/2017	05/05/2017	40.00
	Account 46010 - Court Docket Fees Totals		1	\$40.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	10 Staples 8043901068/3335937526	04/25/2017	05/05/2017	35.81
	Account 52110 - Office Supplies Totals		1	\$35.81
Account 53120 - Special Legal Services				
19660 - Bose McKinney & Evans, LLP	06-Legal Services for Annexation 2/01/17 - 2/14/17	04/25/2017	05/05/2017	26,400.00
19660 - Bose McKinney & Evans, LLP	10-annexation legal description revisions-BRCJ invoice	04/25/2017	05/05/2017	1,680.00
19660 - Bose McKinney & Evans, LLP	10-Annexation-public meeting materials-Hirons Inv. #24681	04/25/2017	05/05/2017	25,518.08
6223 - Faegre Baker Daniels, LLP	10-prof. services-lobbying-incurred through 3/31/17	04/25/2017	05/05/2017	10,215.00
199 - Monroe County Government	10 Recorder copy fees March	04/25/2017	05/05/2017	425.00
	Account 53120 - Special Legal Services Totals		5	\$64,238.08
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	10-Southwest Airlines-tickets to CO conf.-T. Cameron-April 2017	04/25/2017	05/05/2017	193.89
3560 - First Financial Bank / Credit Cards	10-Sheraton-T. Cameron-hotel room-CO conf.-April 2017	04/25/2017	05/05/2017	244.76
3560 - First Financial Bank / Credit Cards	10-Sheraton-T. Cameron-hotel room-CO conf.-April 2017	04/25/2017	05/05/2017	189.00
	Account 53230 - Travel Totals		3	\$627.65
	Program 100000 - Main Totals		10	\$64,941.54
Program 101000 - Human Rights				
Account 52420 - Other Supplies				
732 - Barbara E McKinney	10 McKinney Reimbursement	04/25/2017	05/05/2017	87.17
	Account 52420 - Other Supplies Totals		1	\$87.17
Account 53320 - Advertising				
323 - Hoosier Times, INC	10 Hoosier Times 5.31.17 annex mtg	04/25/2017	05/05/2017	25.13
	Account 53320 - Advertising Totals		1	\$25.13
	Program 101000 - Human Rights Totals		2	\$112.30
	Department 10 - Legal Totals		12	\$65,053.84
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				



Board of Public Works Claim Register

Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	11-supplies for dept head retreats	04/25/2017	05/05/2017	102.06
Account 52110 - Office Supplies Totals			1	\$102.06
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	11-kitchen supplies	04/25/2017	05/05/2017	7.47
4549 - Kroger Limited Partnership I	11-supplies for dept head retreats	04/25/2017	05/05/2017	16.72
4549 - Kroger Limited Partnership I	11-supplies for dept head retreats	04/25/2017	05/05/2017	27.33
4549 - Kroger Limited Partnership I	11-supplies for dept head retreat	04/25/2017	05/05/2017	(4.44)
5814 - Elizabeth Rubin Walter	11-reimbursement for supplies for dept head retreats	04/25/2017	05/05/2017	141.67
5814 - Elizabeth Rubin Walter	11-reimbursement for supplies for dept head retreats	04/25/2017	05/05/2017	146.38
5814 - Elizabeth Rubin Walter	11-reimbursement for supplies for dept head retreats	04/25/2017	05/05/2017	52.00
Account 52420 - Other Supplies Totals			7	\$387.13
Account 53320 - Advertising				
9111 - Monroe County Fair Association	11-ad in Fair Book	04/25/2017	05/05/2017	65.00
Account 53320 - Advertising Totals			1	\$65.00
Account 53960 - Grants				
1051 - Bloomington Economic Development Corp	11-State of the Bloomington Regional Economy sponsorship	04/25/2017	05/05/2017	500.00
5978 - Stephen A Wolter (Visions)	11-facilitation of dept head retreats	04/25/2017	05/05/2017	3,500.00
Account 53960 - Grants Totals			2	\$4,000.00
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	11-Zingtree software for Tom Miller	04/25/2017	05/05/2017	96.00
53442 - Paragon Micro, INC	11-Adobe for Tom Miller	04/25/2017	05/05/2017	464.99
Account 53990 - Other Services and Charges Totals			2	\$560.99
Program 110000 - Main Totals			13	\$5,115.18
Department 11 - Mayor's Office Totals			13	\$5,115.18
Department 12 - Human Resources				
Program 120000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	12-cell phone charges-3/12-4/11/17	04/25/2017	05/05/2017	26.21
Account 53210 - Telephone Totals			1	\$26.21
Account 53990 - Other Services and Charges				
5939 - Evergreen Solutions, LLC	12 Salary Survey 2nd payment	04/25/2017	05/05/2017	9,625.00
Account 53990 - Other Services and Charges Totals			1	\$9,625.00
Program 120000 - Main Totals			2	\$9,651.21



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Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
Department 12 - Human Resources Totals			2	\$9,651.21
Department 13 - Planning				
Program 130000 - Main				
Account 43310 - Application Fee				
Smith Brehob & Associates	13-refund filing fee Plat Committee-2400 S. Adams Street	04/25/2017	05/05/2017	600.00
Studio 3 Design	13-Studio 3 Design-refund BZA filing fee-200 S. WA/4th St/E. 3rd	04/25/2017	05/05/2017	500.00
Account 43310 - Application Fee Totals			2	\$1,100.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13-Post-it notes	04/25/2017	05/05/2017	11.27
5103 - Staples Contract & Commercial, INC	13-phone stand, correction tape, stick-notes, phone clean pads	04/25/2017	05/05/2017	30.38
5103 - Staples Contract & Commercial, INC	13-paper	04/25/2017	05/05/2017	5.39
5103 - Staples Contract & Commercial, INC	13-mini wall calendar, 11 x 17 copy paper	04/25/2017	05/05/2017	16.40
Account 52110 - Office Supplies Totals			4	\$63.44
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	13-phone stand, correction tape, stick-notes, phone clean pads	04/25/2017	05/05/2017	29.78
Account 52420 - Other Supplies Totals			1	\$29.78
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5903 - William Edward Holladay, III	13-2040 Comprehensive Plan (document edits)	04/25/2017	05/05/2017	3,458.00
5920 - Frank J Sabatine	13-services for 1/31-2/28/17-"Acting Director" of P&T	04/25/2017	05/05/2017	2,400.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			2	\$5,858.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	13-cell phone charges-3/12-4/11/17	04/25/2017	05/05/2017	276.18
Account 53210 - Telephone Totals			1	\$276.18
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13-250 business cards for F. Sabatine	04/25/2017	05/05/2017	37.75
Account 53310 - Printing Totals			1	\$37.75
Account 53910 - Dues and Subscriptions				
4442 - American Planning Association	13-APA membership dues_.T. Porter (New member)	04/25/2017	05/05/2017	466.00
Account 53910 - Dues and Subscriptions Totals			1	\$466.00
Program 130000 - Main Totals			12	\$7,831.15
Department 13 - Planning Totals			12	\$7,831.15
Department 19 - Facilities Maintenance				
Program 190000 - Main				



Board of Public Works Claim Register

Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-City Hall-exit sign	04/25/2017	05/05/2017	177.20
394 - Kleindorfer Hardware & Variety	19-City Hall-angle brace, tek screws	04/25/2017	05/05/2017	9.07
394 - Kleindorfer Hardware & Variety	19-City Hall-LED bulbs	04/25/2017	05/05/2017	52.87
394 - Kleindorfer Hardware & Variety	19-City Hall-fan for cooling tower	04/25/2017	05/05/2017	13.99
394 - Kleindorfer Hardware & Variety	19-City Hall-electrical tape-12 rolls	04/25/2017	05/05/2017	20.28
Account 52310 - Building Materials and Supplies Totals			5	\$273.41
Account 52430 - Uniforms and Tools				
53005 - Menards, INC	19-pick up stick	04/25/2017	05/05/2017	9.97
Account 52430 - Uniforms and Tools Totals			1	\$9.97
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	183.33
Account 53210 - Telephone Totals			1	\$183.33
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017	05/05/2017	8,223.05
Account 53510 - Electrical Services Totals			1	\$8,223.05
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-City Hall-repair urinal-replaced gasket	04/25/2017	05/05/2017	217.67
321 - Harrell Fish, INC	19-City Hall-replaced valve on cooling tower	04/25/2017	05/05/2017	1,461.26
321 - Harrell Fish, INC	19-City Hall-quarterly planned maintenace contract -April 2017	04/25/2017	05/05/2017	1,910.66
392 - Koorsen Fire & Security, INC	19-Morton St Garage-quarterly billing alarm monitori 5/1-7/31/17	04/25/2017	05/05/2017	119.97
392 - Koorsen Fire & Security, INC	19-City Hall-replaced batteries in alarm panel	04/25/2017	05/05/2017	99.50
Account 53610 - Building Repairs Totals			5	\$3,809.06
Account 53990 - Other Services and Charges				
7402 - Nature's Way, INC	19-City Hall-monthly plant interior maintenance-April 2017	04/25/2017	05/05/2017	336.60
Account 53990 - Other Services and Charges Totals			1	\$336.60
Program 190000 - Main Totals			14	\$12,835.42
Department 19 - Facilities Maintenance Totals			14	\$12,835.42
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	28-Bohemian coding-Sketch App License for Ron Bronson	04/25/2017	05/05/2017	99.00
53442 - Paragon Micro, INC	28-Microsoft Windows 10 Professional (TSG)	04/25/2017	05/05/2017	674.95



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Invoice Date Range 04/25/17 - 05/05/17

Vendor	Invoice Description	Date	Date	Invoice Amount
53442 - Paragon Micro, INC	28-Plotter Paper	04/25/2017	05/05/2017	161.94
5103 - Staples Contract & Commercial, INC	28-Bluetooth Dongle	04/25/2017	05/05/2017	22.34
4580 - TechSmith Corporation	28-Software Upgrade (Camtasia)	04/25/2017	05/05/2017	134.25
Account 52420 - Other Supplies Totals			5	\$1,092.48
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	28-cell phone charges-3/12-4/11/17	04/25/2017	05/05/2017	678.73
Account 53210 - Telephone Totals			1	\$678.73
Account 53640 - Hardware and Software Maintenance				
1079 - AT&T	28-Voice Mail maint. billing for 4/9/17-4/8/18	04/25/2017	05/05/2017	9,261.60
Account 53640 - Hardware and Software Maintenance Totals			1	\$9,261.60
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28-Omnis Network-Multiple Domain Renewals	04/25/2017	05/05/2017	63.75
3560 - First Financial Bank / Credit Cards	28-Basecamp Project Plan-4/21-5/21/17	04/25/2017	05/05/2017	20.00
Account 53910 - Dues and Subscriptions Totals			2	\$83.75
Program 280000 - Main Totals			9	\$11,116.56
Department 28 - ITS Totals			9	\$11,116.56
Fund 101 - General Fund Totals			106	\$305,083.11
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400401 - Sustainability				
Account 52420 - Other Supplies				
205 - City Of Bloomington	04 - Reimbursement for water bottle filler-sustainability grant	04/25/2017	05/05/2017	500.00
Account 52420 - Other Supplies Totals			1	\$500.00
Program 400401 - Sustainability Totals			1	\$500.00
Department 06 - Controller's Office Totals			1	\$500.00
Fund 103 - Restricted Donations Totals			1	\$500.00
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090002 - Com Serv - MLK Comm				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	09-MLK Remembrance--butcher paper	04/25/2017	05/05/2017	48.19
5103 - Staples Contract & Commercial, INC	09-MLK Remembrance--markers	04/25/2017	05/05/2017	21.94
4549 - Kroger Limited Partnership I	09-MLK Remembrance--refreshments	04/25/2017	05/05/2017	120.59



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Vendor	Invoice Description	Date	Date	Invoice Amount
	Account 52420 - Other Supplies Totals		3	\$190.72
	Program 090002 - Com Serv - MLK Comm Totals		3	\$190.72
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-2017 Women's Leadership Development Event-refreshments	04/25/2017	05/05/2017	45.50
	Account 52420 - Other Supplies Totals		1	\$45.50
Account 53990 - Other Services and Charges				
1444 - Bloomington Monroe County Convention Center	Audio/Visual equipment and tech support-2017 WHM Lunch	04/25/2017	05/05/2017	2,022.80
	Account 53990 - Other Services and Charges Totals		1	\$2,022.80
	Program 090003 - Com Serv - Status of Women Totals		2	\$2,068.30
Program 090004 - Com Serv- Accessibility				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	09-CCA board priority setting exercise--supplies	04/25/2017	05/05/2017	71.16
	Account 52420 - Other Supplies Totals		1	\$71.16
Account 53310 - Printing				
798 - Winters Associates Promotional Products, INC	09-Breaking Down Barriers CCA Accessibility Awareness Event-tees	04/25/2017	05/05/2017	322.89
	Account 53310 - Printing Totals		1	\$322.89
Account 53990 - Other Services and Charges				
5951 - Cup & Kettle, LLP	09-food-CCA Breaking Down the Barriers Event	04/25/2017	05/05/2017	40.00
4692 - Detour Brewing Company, LLC (Function	09-food-CCA Breaking Down the Barriers Event	04/25/2017	05/05/2017	40.00
5931 - Opie Taylors, LLC	09-food-CCA Breaking Down the Barriers Event	04/25/2017	05/05/2017	40.00
4549 - Kroger Limited Partnership I	09-supplies for CCA Breaking Down the Barriers Event	04/25/2017	05/05/2017	139.65
	Account 53990 - Other Services and Charges Totals		4	\$259.65
	Program 090004 - Com Serv- Accessibility Totals		6	\$653.70
Program 090018 - CBVN				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-CBVN Be More Awards--ice, balloons, drinks	04/25/2017	05/05/2017	76.61
	Account 52420 - Other Supplies Totals		1	\$76.61
Account 53990 - Other Services and Charges				
5892 - Chris Parker	09-CBVN Be More Awards--entertainment	04/25/2017	05/05/2017	100.00
	Account 53990 - Other Services and Charges Totals		1	\$100.00
	Program 090018 - CBVN Totals		2	\$176.61
	Department 09 - CFRD Totals		13	\$3,089.33



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Vendor	Invoice Description	Date	Date	Invoice Amount
Fund 312 - Community Services Totals			13	\$3,089.33
Fund 401 - Non-Reverting Telecommunications				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating/marketing services March 2017	04/25/2017	05/05/2017	2,500.00
Account 53640 - Hardware and Software Maintenance Totals			1	\$2,500.00
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Computer Monitors (Cap R)	04/25/2017	05/05/2017	4,014.00
Account 54450 - Equipment Totals			1	\$4,014.00
Program 254000 - Infrastructure Totals			2	\$6,514.00
Program 256000 - Services				
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-Copier Maintenance-3/1-3/30/17- (5 Copiers)	04/25/2017	05/05/2017	1,028.14
Account 53640 - Hardware and Software Maintenance Totals			1	\$1,028.14
Account 53980 - Community Access TV/Radio				
64 - Monroe County Public Library	28-Cable Access Television Services (CATS)-April-June 2017	04/25/2017	05/05/2017	108,421.25
Account 53980 - Community Access TV/Radio Totals			1	\$108,421.25
Program 256000 - Services Totals			2	\$109,449.39
Department 25 - Telecommunications Totals			4	\$115,963.39
Fund 401 - Non-Reverting Telecommunications Totals			4	\$115,963.39
Fund 405 - Non-Reverting Improvement I				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5648 - Reedy Financial Group, PC	06-Annexation Consulting Fees thru 3/31/17	04/25/2017	05/05/2017	11,998.46
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1	\$11,998.46
Program 060000 - Main Totals			1	\$11,998.46
Department 06 - Controller's Office Totals			1	\$11,998.46
Fund 405 - Non-Reverting Improvement I Totals			1	\$11,998.46
Fund 450 - Local Road and Street				
Department 20 - Street				
Program 200000 - Main				



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Vendor	Invoice Description	Date	Date	Invoice Amount
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	20-Traffic Signal Summary electric billing-bill date 4/10/17	04/25/2017	05/05/2017	2,633.34
223 - Duke Energy	20-Street Light Summary electric billing-bill date 4/6/17	04/25/2017	05/05/2017	37,343.75
Account 53520 - Street Lights / Traffic Signals Totals			2	\$39,977.09
Program 200000 - Main Totals			2	\$39,977.09
Department 20 - Street Totals			2	\$39,977.09
Fund 450 - Local Road and Street Totals			2	\$39,977.09
Fund 451 - Motor Vehicle Highway				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
5295 - Indoff, INC	20-VL616 Series Stacking Guest Chair	04/25/2017	05/05/2017	60.00
Account 52110 - Office Supplies Totals			1	\$60.00
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-200 E. 2nd St-Class A Stone Ash-5.5 cy-3/21/17	04/25/2017	05/05/2017	558.25
334 - Irving Materials, INC	20-600 E. 1st St-Class A Stone Ash-4 cy-3/24/17	04/25/2017	05/05/2017	406.00
334 - Irving Materials, INC	20-1st/Henderson-Class A Stone-2.5 cy-3/28/17	04/25/2017	05/05/2017	253.75
334 - Irving Materials, INC	20-803 S. WA-Class A Stone-3 cy-4/3/17	04/25/2017	05/05/2017	304.50
334 - Irving Materials, INC	20-802 S. WA-Class A Stone-4 cy-4/5/17	04/25/2017	05/05/2017	406.00
365 - Rogers Group, INC	20-#11 stone-20.13 tons-4/5/17	04/25/2017	05/05/2017	181.17
Account 52330 - Street , Alley, and Sewer Material Totals			6	\$2,109.67
Account 52420 - Other Supplies				
4150 - Alexander's LLC	20-Step Bars for Units #415 & #419	04/25/2017	05/05/2017	600.00
409 - Black Lumber Co INC	20-Pavement Mkg-3/8" arrow staples staple gun	04/25/2017	05/05/2017	28.98
409 - Black Lumber Co INC	20-505 E. 4th-Pkg Mtr-bag of quickcrete	04/25/2017	05/05/2017	4.99
409 - Black Lumber Co INC	20-104 S. WA SW/Meter repair-20 bags quikcrete	04/25/2017	05/05/2017	99.80
394 - Kleindorfer Hardware & Variety	20-brooms for hot box on trucks	04/25/2017	05/05/2017	17.49
Account 52420 - Other Supplies Totals			5	\$751.26
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	184.48
Account 53210 - Telephone Totals			1	\$184.48
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-pager services-May 2017	04/25/2017	05/05/2017	86.76



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Vendor	Invoice Description	Date	Date	Invoice Amount
		Account 53250 - Pagers Totals	1	\$86.76
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017	05/05/2017	345.37
		Account 53510 - Electrical Services Totals	1	\$345.37
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-Traffic Bldg-February 2017 fire extinguisher service	04/25/2017	05/05/2017	68.45
		Account 53610 - Building Repairs Totals	1	\$68.45
Account 53630 - Machinery and Equipment Repairs				
786 - Richard's Small Engine, INC	20-chainsaw-super 20 chisel chain .325	04/25/2017	05/05/2017	18.00
		Account 53630 - Machinery and Equipment Repairs Totals	1	\$18.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group,	20-Rugs & Shop Towels-4/12/17	04/25/2017	05/05/2017	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-4/12/17	04/25/2017	05/05/2017	20.15
19171 - Aramark Uniform & Career Apparel Group,	20-Rugs & Shop Towels-4/5/17	04/25/2017	05/05/2017	26.39
19171 - Aramark Uniform & Career Apparel Group,	20-uniform rental (minus payroll ded)-4/5/17	04/25/2017	05/05/2017	20.15
		Account 53920 - Laundry and Other Sanitation Services Totals	4	\$93.08
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Disposal Fees for Sweeper Dumps-3/31/17	04/25/2017	05/05/2017	1,424.40
		Account 53950 - Landfill Totals	1	\$1,424.40
Account 53990 - Other Services and Charges				
6152 - K&S Rolloff, INC	20-sweeper dumpster rolloff pull price/delivery-3/31/17-(2)	04/25/2017	05/05/2017	300.00
6152 - K&S Rolloff, INC	20-sweeper dumpster pull price/delivery-4/11/17-(2)	04/25/2017	05/05/2017	300.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-3/14/17	04/25/2017	05/05/2017	150.00
		Account 53990 - Other Services and Charges Totals	3	\$750.00
		Program 200000 - Main Totals	25	\$5,891.47
		Department 20 - Street Totals	25	\$5,891.47
		Fund 451 - Motor Vehicle Highway Totals	25	\$5,891.47
Fund 452 - Parking Facilities				
Department 26 - Parking				
Program 260000 - Main				
Account 43150 - Lot Permit - Annual				
Wendy Crohn	26-Crohn-refund May 2017 parking permit in garage	04/25/2017	05/05/2017	40.00
Steve Thomas	26-Morton St Garage-refund garage pass-7X\$67	04/25/2017	05/05/2017	469.00



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Vendor	Invoice Description	Date	Date	Invoice Amount
Account 43150 - Lot Permit - Annual Totals			2	\$509.00
Account 52310 - Building Materials and Supplies				
1537 - Indiana Door & Hardware Specialties, INC	19-4th St Garage-closer	04/25/2017	05/05/2017	290.00
53005 - Menards, INC	19-PKG Garages-copper bushing, couplers, 90 deg. shark bite	04/25/2017	05/05/2017	45.40
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-bolts, wing nuts, washers	04/25/2017	05/05/2017	3.92
Account 52310 - Building Materials and Supplies Totals			3	\$339.32
Account 52430 - Uniforms and Tools				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-screwdriver bits	04/25/2017	05/05/2017	5.17
Account 52430 - Uniforms and Tools Totals			1	\$5.17
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	46.12
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	133.64
Account 53210 - Telephone Totals			2	\$179.76
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017	05/05/2017	5,004.30
Account 53510 - Electrical Services Totals			1	\$5,004.30
Account 54420 - Purchase of Equipment				
4141 - Tennant Sales & Service Company	26-Pkg Garages-rider sweeper	04/25/2017	05/05/2017	36,173.75
Account 54420 - Purchase of Equipment Totals			1	\$36,173.75
Program 260000 - Main Totals			10	\$42,211.30
Department 26 - Parking Totals			10	\$42,211.30
Fund 452 - Parking Facilities Totals			10	\$42,211.30
Fund 454 - Alternative Transportation				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Michael Coppedge	14-Coppedge-refund overpayment pkg citations G1604105/G1604675	04/25/2017	05/05/2017	80.00
Account 46060 - Other Violations Totals			1	\$80.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	06-cleaner, envelopes, markers	04/25/2017	05/05/2017	9.23
Account 52110 - Office Supplies Totals			1	\$9.23
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	92.24



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Vendor	Invoice Description	Date	Date	Invoice Amount
		Account 53210 - Telephone Totals	1	\$92.24
Account 54310 - Improvements Other Than Building				
5609 - Aecom Technical Services	13-HSIP Ped Safety/Access.@signalized intersec.-2/25-3/31/17 (BC2016-21)	04/25/2017	05/05/2017	10,650.00
10 - Bledsoe Riggert Cooper & James INC	13-Rockport Rd SW-Inv. date 3/31/17 (BC 2016-77)	04/25/2017	05/05/2017	1,506.00
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk SW & Ped Crossing/Design-thru 2/24/17 (BC 2016-68)	04/25/2017	05/05/2017	16,359.16
		Account 54310 - Improvements Other Than Building Totals	3	\$28,515.16
		Program 020000 - Main Totals	6	\$28,696.63
		Department 02 - Public Works Totals	6	\$28,696.63
		Fund 454 - Alternative Transportation Totals	6	\$28,696.63
Fund 601 - Cum Cap Development				
Department 02 - Public Works				
Program 020000 - Main				
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-17th/Monroe/Arlington-serv 3/1-3/31/17 (BC 2013-43)	04/25/2017	05/05/2017	748.02
19362 - CrossRoad Engineers, PC	13-Old SR 37/Dunn Insp. Serv-2/25-3/31/17 (BC 2015-15)	04/25/2017	05/05/2017	1,234.56
		Account 54310 - Improvements Other Than Building Totals	2	\$1,982.58
		Program 020000 - Main Totals	2	\$1,982.58
		Department 02 - Public Works Totals	2	\$1,982.58
		Fund 601 - Cum Cap Development Totals	2	\$1,982.58
Fund 730 - Solid Waste				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
248 - Cosner's Ice Company	16-ice for employees-100 7# bags	04/25/2017	05/05/2017	145.00
		Account 52420 - Other Supplies Totals	1	\$145.00
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	16-S. Kinser-drug screen TOT 5 Panel E Screen	04/25/2017	05/05/2017	43.00
231 - Indiana University Health Bloomington, INC	16-K. Fulford-drug screen DOT 5 Panel E Screen	04/25/2017	05/05/2017	43.00
231 - Indiana University Health Bloomington, INC	16-D. Ham-drug screen DOT 5 Panel E Screen	04/25/2017	05/05/2017	43.00
231 - Indiana University Health Bloomington, INC	16-R. Todd-Drug screen DOT 5 Panel E Screen	04/25/2017	05/05/2017	43.00
231 - Indiana University Health Bloomington, INC	16-B. Elkins-drug screen DOT 5 Panel E screen	04/25/2017	05/05/2017	43.00
		Account 53130 - Medical Totals	5	\$215.00
Account 53210 - Telephone				



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13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 3/12-4/11/17	04/25/2017	05/05/2017	72.33
Account 53210 - Telephone Totals			1	\$72.33
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017	05/05/2017	343.52
Account 53510 - Electrical Services Totals			1	\$343.52
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-4/5/17	04/25/2017	05/05/2017	8.65
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-4/12/17	04/25/2017	05/05/2017	31.87
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-4/12/17	04/25/2017	05/05/2017	8.65
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-4/12/17	04/25/2017	05/05/2017	31.87
19171 - Aramark Uniform & Career Apparel Group,	16-uniform rental (minus payroll ded)-4/19/17	04/25/2017	05/05/2017	8.65
19171 - Aramark Uniform & Career Apparel Group,	16-mat/towel services-4/19/17	04/25/2017	05/05/2017	31.87
Account 53920 - Laundry and Other Sanitation Services Totals			6	\$121.56
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal tickets-3/15-3/30/17	04/25/2017	05/05/2017	10,078.40
Account 53950 - Landfill Totals			1	\$10,078.40
Program 160000 - Main Totals			15	\$10,975.81
Department 16 - Sanitation Totals			15	\$10,975.81
Fund 730 - Solid Waste Totals			15	\$10,975.81
Fund 800 - Risk Management				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 339923 Armes	04/25/2017	05/05/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier workwear 339910	04/25/2017	05/05/2017	99.99
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 339964	04/25/2017	05/05/2017	100.00
Account 52430 - Uniforms and Tools Totals			3	\$299.99
Account 53130 - Medical				
5973 - Eric Love	10 Eric Love CDL physical	04/25/2017	05/05/2017	100.00
5993 - John M Moore	10 John Moore CDL physical	04/25/2017	05/05/2017	80.00
5992 - Danny L Wall	10 Danny Wall CDL Physical	04/25/2017	05/05/2017	85.00
Account 53130 - Medical Totals			3	\$265.00
Account 53160 - Instruction				



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Vendor	Invoice Description	Date		Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	10-American Red Cross-certifications	04/25/2017		05/05/2017	216.00
	Account 53160 - Instruction Totals			1	\$216.00
Account 53210 - Telephone					
13969 - AT&T Mobility II, LLC	10-B. Wilson cell phone charges 3/12-4/11/17	04/25/2017		05/05/2017	108.20
	Account 53210 - Telephone Totals			1	\$108.20
Account 53420 - Worker's Comp & Risk					
2618 - Southeastern Indiana Health Operations, INC	12 WC-TTD for Raper & Flynn Inv 1021 paydate 4/28/17	04/26/2017		04/26/2017	2,117.90
	Account 53420 - Worker's Comp & Risk Totals			1	\$2,117.90
	Program 100000 - Main Totals			9	\$3,007.09
	Department 10 - Legal Totals			9	\$3,007.09
	Fund 800 - Risk Management Totals			9	\$3,007.09
Fund 801 - Health Insurance Trust					
Department 12 - Human Resources					
Program 120000 - Main					
Account 53990.1201 - Other Services and Charges Health Insurance					
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contribution \$1038.24	04/25/2017		04/25/2017	1,038.24
	Account 53990.1201 - Other Services and Charges Health Insurance Totals			1	\$1,038.24
	Program 120000 - Main Totals			1	\$1,038.24
	Department 12 - Human Resources Totals			1	\$1,038.24
	Fund 801 - Health Insurance Trust Totals			1	\$1,038.24
Fund 802 - Fleet Maintenance					
Department 17 - Fleet Maintenance					
Program 170000 - Main					
Account 52110 - Office Supplies					
5103 - Staples Contract & Commercial, INC	17 - OFFICE SUPPLIES, FILE FOLDERS, PENS, MOUSE, AND WIPES	04/25/2017	05/05/2017	05/05/2017	.92
5103 - Staples Contract & Commercial, INC	17 - OFFICE SUPPLIES, FILE FOLDERS, PENS, MOUSE, AND WIPES	04/25/2017	05/05/2017	05/05/2017	40.44
	Account 52110 - Office Supplies Totals			2	\$41.36
Account 52210 - Institutional Supplies					
313 - Fastenal Company	17 - SAFETY AND FIRST AID SUPPLIES	04/25/2017	05/05/2017	05/05/2017	77.81
	Account 52210 - Institutional Supplies Totals			1	\$77.81
Account 52230 - Garage and Motor Supplies					
50605 - Bauer Built, INC	17-TIRES	04/25/2017	05/05/2017	05/05/2017	110.00
50605 - Bauer Built, INC	17-TIRES	04/25/2017	05/05/2017	05/05/2017	160.00



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Vendor	Invoice Description	Date		Date	Invoice Amount
Account 52230 - Garage and Motor Supplies Totals				2	\$270.00
Account 52240 - Fuel and Oil					
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	04/25/2017	05/05/2017	05/05/2017	2,531.02
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	04/25/2017	05/05/2017	05/05/2017	114.02
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	04/25/2017	05/05/2017	05/05/2017	15,107.48
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	04/25/2017	05/05/2017	05/05/2017	16,686.85
Account 52240 - Fuel and Oil Totals				4	\$34,439.37
Account 52320 - Motor Vehicle Repair					
244 - Bloomington Ford, INC	17-135/127 MANIFOLD, GASKETS, SENSORS AND NUTS	04/25/2017	05/05/2017	05/05/2017	490.94
244 - Bloomington Ford, INC	17 - #238 CORE DEPOSIT	04/25/2017	05/05/2017	05/05/2017	(30.00)
244 - Bloomington Ford, INC	17 - #238 WINDOW MOTOR ASSY	04/25/2017	05/05/2017	05/05/2017	89.75
244 - Bloomington Ford, INC	17 - CORE DEPOSIT	04/25/2017	05/05/2017	05/05/2017	(50.00)
244 - Bloomington Ford, INC	17 - #238 WINDOW REGULATOR AND MOTOR	04/25/2017	05/05/2017	05/05/2017	223.47
244 - Bloomington Ford, INC	17 - GASKET AND SENSOR	04/25/2017	05/05/2017	05/05/2017	32.51
244 - Bloomington Ford, INC	17-#127 EXHAUST MANIFOLD, GASKETS, SENSOR AND NUTS	04/25/2017		05/05/2017	472.96
244 - Bloomington Ford, INC	17-#842 DIP STICK TUBE	04/25/2017		05/05/2017	38.28
4335 - Circle Distributing, INC	17-MISC PARTS	04/25/2017	05/05/2017	05/05/2017	105.60
4335 - Circle Distributing, INC	17-MISC PARTS	04/25/2017	05/05/2017	05/05/2017	166.07
4335 - Circle Distributing, INC	17-CORE RETURN CREDIT (14120)	04/25/2017	05/05/2017	05/05/2017	(75.00)
4335 - Circle Distributing, INC	17-MISC PARTS	04/25/2017	05/05/2017	05/05/2017	56.76
4335 - Circle Distributing, INC	17-MISC PARTS	04/25/2017	05/05/2017	05/05/2017	111.56
4335 - Circle Distributing, INC	17-MISC PARTS	04/25/2017		05/05/2017	26.35
4335 - Circle Distributing, INC	17-RETURN BATT CORE	04/25/2017		05/05/2017	(18.00)
594 - Curry Auto Center, INC	17-#599 MAXI FUSE BLOCK COVER	04/25/2017	05/05/2017	05/05/2017	15.16
594 - Curry Auto Center, INC	17-#624 POWER STEERING PUMP ADAPTER	04/25/2017	05/05/2017	05/05/2017	40.61
11545 - Ferrara Fire Apparatus, INC	17-#340 DOOR BRACKETS	04/25/2017	05/05/2017	05/05/2017	76.93
5896 - Hahn Automotive Warehouse, INC (Advantage	17-#842 VENT SOLENOID	04/25/2017	05/05/2017	05/05/2017	68.95
4044 - Industrial Hydraulics, INC	17-MISC PARTS	04/25/2017	05/05/2017	05/05/2017	188.96
455 - Industrial Service & Supply, INC	17-#599 MAXI FUSE BLOCK COVER	04/25/2017	05/05/2017	05/05/2017	79.40
455 - Industrial Service & Supply, INC	17-#483 RETURN HOSE	04/25/2017		05/05/2017	47.70
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	04/25/2017	05/05/2017	05/05/2017	283.64
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	04/25/2017	05/05/2017	05/05/2017	60.95
4574 - John Deere Financial (Rural King)	17 - STOCK DEF FLUID/shop shelving	04/25/2017		05/05/2017	83.88



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Vendor	Invoice Description	Date	Date	Invoice Amount
4574 - John Deere Financial (Rural King)	17-STOCK DIESEL EXHAUST FLUID	04/25/2017	05/05/2017	83.88
4574 - John Deere Financial (Rural King)	17-diesel exhaust fluid, sawzall torch, blade	04/25/2017	05/05/2017	139.80
4439 - JX Enterprises, INC	17-#950 RADIATOR FAN CLUTCH KIT	04/25/2017 05/05/2017	05/05/2017	506.79
4439 - JX Enterprises, INC	17-BRACKET ASSY	04/25/2017	05/05/2017	92.23
394 - Kleindorfer Hardware & Variety	17-PARTS RETURN	04/25/2017 05/05/2017	05/05/2017	(2.89)
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	4.12
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	1.20
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	20.80
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	4.82
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	5.58
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017	05/05/2017	18.10
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017	05/05/2017	7.99
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/25/2017	05/05/2017	21.07
8181 - Lawson Products, INC	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	456.60
8181 - Lawson Products, INC	17-PARTS RETURN	04/25/2017 05/05/2017	05/05/2017	(46.80)
787 - Motor Service Corporation	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	7.58
787 - Motor Service Corporation	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	7.80
787 - Motor Service Corporation	17-MISC PARTS	04/25/2017 05/05/2017	05/05/2017	90.63
787 - Motor Service Corporation	17-MISC PARTS	04/25/2017	05/05/2017	10.11
19317 - Old Dominion Brush Company, INC	17-#464 MISC PARTS	04/25/2017 05/05/2017	05/05/2017	6,883.50
19317 - Old Dominion Brush Company, INC	17-#464 MISC PARTS	04/25/2017 05/05/2017	05/05/2017	2,145.50
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-SALES TAX CREDIT	04/25/2017	05/05/2017	(119.03)
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-PARTS RETURN CREDIT	04/25/2017	05/05/2017	(66.57)
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	1,748.09
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	71.23
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	26.81
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	451.09
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	780.34
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-MISC PARTS	04/25/2017	05/05/2017	(17.93)
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-SALES TAX CREDIT	04/25/2017	05/05/2017	(24.97)
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-CREDIT MEMO	04/25/2017	05/05/2017	(162.82)
4181 - Sid Tool Co, INC (Class C Solutions Group)	17-CREDIT MEMO	04/25/2017	05/05/2017	(495.40)
3496 - Smith Implements, INC	17-#518 TRANS OIL	04/25/2017	05/05/2017	48.72



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Vendor	Invoice Description	Date		Date	Invoice Amount
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - VARIOUS AUTO PARTS FOR THE MONTH OF MARCH	04/25/2017	05/05/2017	05/05/2017	7,970.74
337 - Stansifer Radio Co, INC	17-#681 WIRE PLUG	04/25/2017		05/05/2017	2.72
54351 - Sternberg, INC	17-#331 GASKET	04/25/2017	05/05/2017	05/05/2017	5.54
54351 - Sternberg, INC	17-#944 VALVE	04/25/2017		05/05/2017	38.75
4606 - Truck Service, INC	17-#331 SPRINGS, BOLTS AND PINS, LABOR	04/25/2017	05/05/2017	05/05/2017	1,779.80
4398 - TruckPro Holding Corporation	17-#331 STOP LIGHT SWITCH	04/25/2017	05/05/2017	05/05/2017	30.29
4398 - TruckPro Holding Corporation	17-#332 AIR RELEASE VALVE	04/25/2017		05/05/2017	124.89
4398 - TruckPro Holding Corporation	17-#331 COMPRESSOR	04/25/2017		05/05/2017	628.04
484 - Uebelhor & Sons Chevrolet Cadillac Jasper, INC	17-#603 MUFFLER	04/25/2017		05/05/2017	902.75
54917 - Vans Carburetor & Electric, INC (Vans	17-#153 BRAKE LIGHT	04/25/2017		05/05/2017	100.84
2096 - West Side Tractor Sales Co.	17-#648 L2 ACCESSORY RELAY	04/25/2017		05/05/2017	40.04
2096 - West Side Tractor Sales Co.	17-#518 FILTERS	04/25/2017		05/05/2017	59.50
2096 - West Side Tractor Sales Co.	17-#866 HYD VALVE	04/25/2017		05/05/2017	544.18
2096 - West Side Tractor Sales Co.	17-PARTS RETURN	04/25/2017		05/05/2017	(345.87)
2096 - West Side Tractor Sales Co.	17-#483 FILTER	04/25/2017		05/05/2017	12.06
Account 52320 - Motor Vehicle Repair Totals				73	\$27,179.67
Account 52420 - Other Supplies					
244 - Bloomington Ford, INC	17-#842 LABOR TO REROUTE HOSES ON NEW ENGINE & SHOP SUPPLIES	04/25/2017	05/05/2017	05/05/2017	15.00
51565 - EmJay Automotive Equipment, LLC	17 - SOLVENT FOR THE PARTS WASHER	04/25/2017	05/05/2017	05/05/2017	172.80
51565 - EmJay Automotive Equipment, LLC	17 - TRANSMISSION JACK AND FUEL TANK ADAPTER	04/25/2017	05/05/2017	05/05/2017	873.75
5896 - Hahn Automotive Warehouse, INC (Advantage	17-SHOP SUPPLY-SANDER DISC	04/25/2017	05/05/2017	05/05/2017	19.45
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	04/25/2017		05/05/2017	40.18
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	04/25/2017		05/05/2017	7.75
4574 - John Deere Financial (Rural King)	17 - STOCK DEF FLUID/shop shelving	04/25/2017		05/05/2017	24.99
4574 - John Deere Financial (Rural King)	17-diesel exhaust fluid, sawzall torch, blade	04/25/2017		05/05/2017	173.99
54351 - Sternberg, INC	17 - NAVISTAR ON COMMAND SOFTWARE	04/25/2017	05/05/2017	05/05/2017	1,330.00
Account 52420 - Other Supplies Totals				9	\$2,657.91
Account 53210 - Telephone					
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 3/12-4/11/17	04/25/2017		05/05/2017	19.08
Account 53210 - Telephone Totals				1	\$19.08
Account 53510 - Electrical Services					
223 - Duke Energy	19-CH/off site facilities-elec summary bill-bill date 4/17/17	04/25/2017		05/05/2017	683.17
Account 53510 - Electrical Services Totals				1	\$683.17



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Vendor	Invoice Description	Date		Date	Invoice Amount
Account 53610 - Building Repairs					
392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly billing comm burg mon base 5/1-7/31/17	04/25/2017		05/05/2017	84.34
21104 - Cummins Crosspoint, LLC	17 - BUILDING OM CONTRACT SERVICE	04/25/2017	05/05/2017	05/05/2017	655.08
Account 53610 - Building Repairs Totals				2	\$739.42
Account 53620 - Motor Repairs					
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	04/25/2017		05/05/2017	49.99
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	04/25/2017		05/05/2017	49.99
244 - Bloomington Ford, INC	17-#842 LABOR TO REROUTE HOSES ON NEW ENGINE & SHOP SUPPLIES	04/25/2017	05/05/2017	05/05/2017	350.00
455 - Industrial Service & Supply, INC	17-#599 MAXI FUSE BLOCK COVER	04/25/2017	05/05/2017	05/05/2017	175.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	04/25/2017	05/05/2017	05/05/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	04/25/2017	05/05/2017	05/05/2017	75.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	04/25/2017	05/05/2017	05/05/2017	250.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	04/25/2017		05/05/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17 - Towing	04/25/2017		05/05/2017	50.00
4606 - Truck Service, INC	17-#331 SPRINGS, BOLTS AND PINS, LABOR	04/25/2017	05/05/2017	05/05/2017	25.43
2096 - West Side Tractor Sales Co.	17-#396 OIL SCAN	04/25/2017	05/05/2017	05/05/2017	23.60
Account 53620 - Motor Repairs Totals				11	\$1,149.01
Account 53650 - Other Repairs					
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-replace hose reel motors	04/25/2017		05/05/2017	2,040.71
Account 53650 - Other Repairs Totals				1	\$2,040.71
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group,	17 - UNIFORMS, MATS, AND TOWEL RENTAL	04/25/2017	05/05/2017	05/05/2017	15.60
19171 - Aramark Uniform & Career Apparel Group,	17 - UNIFORMS, MATS, AND TOWEL RENTAL	04/25/2017	05/05/2017	05/05/2017	15.60
19171 - Aramark Uniform & Career Apparel Group,	17 - UNIFORMS, MATS, AND TOWEL RENTAL	04/25/2017	05/05/2017	05/05/2017	65.31
19171 - Aramark Uniform & Career Apparel Group,	17 - UNIFORMS, MATS, AND TOWEL RENTAL	04/25/2017	05/05/2017	05/05/2017	65.31
Account 53920 - Laundry and Other Sanitation Services Totals				4	\$161.82
Account 53990 - Other Services and Charges					
3560 - First Financial Bank / Credit Cards	17 - BMV TITLE AND PLATE FEES	04/25/2017		05/05/2017	45.00
204 - State Of Indiana	17 - UST FEES	04/25/2017	05/05/2017	05/05/2017	540.00
Account 53990 - Other Services and Charges Totals				2	\$585.00
Program 170000 - Main Totals				113	\$70,044.33
Department 17 - Fleet Maintenance Totals				113	\$70,044.33
Fund 802 - Fleet Maintenance Totals				113	\$70,044.33



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Vendor	Invoice Description	Date	Date	Invoice Amount
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	04/25/2017	04/25/2017	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/26/2017	04/26/2017	253.28
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/27/2017	04/27/2017	106.99
17785 - The Howard E. Nyhart Company, INC	18-City/Util URM	04/27/2017	04/27/2017	354.98
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			4	\$725.25
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/25/2017	04/25/2017	73.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/26/2017	04/26/2017	105.00
17785 - The Howard E. Nyhart Company, INC	18-City/Util URM	04/27/2017	04/27/2017	105.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			3	\$283.93
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	HSA EE Contributions for 2017	04/27/2017	04/27/2017	15,130.72
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$15,130.72
Program 120000 - Main Totals			8	\$16,139.90
Department 12 - Human Resources Totals			8	\$16,139.90
Fund 804 - Insurance Voluntary Trust Totals			8	\$16,139.90
			316	\$656,598.73



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Bank Fees for March 2017

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										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC03-17	06-Bank Charges for March 2017	Paid by EFT # 16957		04/17/2017	04/17/2017	04/17/2017		04/17/2017	6.02
18844 - First Financial Bank, N.A.	Bk Courier03-17	06-Bank Charges for March 2017	Paid by EFT # 16958		04/17/2017	04/17/2017	04/17/2017		04/17/2017	95.00
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$101.02
Program 010000 - Main Totals								Invoice Transactions 2		\$101.02
Department 01 - Animal Shelter Totals								Invoice Transactions 2		\$101.02
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	ParkingWeb03-17	06-Bank Charges for March 2017	Paid by EFT # 16955		04/17/2017	04/17/2017	04/17/2017		04/17/2017	1,862.13
18844 - First Financial Bank, N.A.	DeptCC03-17	06-Bank Charges for March 2017	Paid by EFT # 16957		04/17/2017	04/17/2017	04/17/2017		04/17/2017	16.64
Account 53830 - Bank Charges Totals								Invoice Transactions 2		\$1,878.77
Program 020000 - Main Totals								Invoice Transactions 2		\$1,878.77
Department 02 - Public Works Totals								Invoice Transactions 2		\$1,878.77
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC03-17	06-Bank Charges for March 2017	Paid by EFT # 16957		04/17/2017	04/17/2017	04/17/2017		04/17/2017	5.00
18844 - First Financial Bank, N.A.	Bk Courier03-17	06-Bank Charges for March 2017	Paid by EFT # 16958		04/17/2017	04/17/2017	04/17/2017		04/17/2017	95.00
18844 - First Financial Bank, N.A.	Analysis 03-17	06-Bank Charges for March 2017	Paid by EFT # 16959		04/17/2017	04/17/2017	04/17/2017		04/17/2017	1,802.99
Account 53830 - Bank Charges Totals								Invoice Transactions 3		\$1,902.99
Program 060000 - Main Totals								Invoice Transactions 3		\$1,902.99
Department 06 - Controller's Office Totals								Invoice Transactions 3		\$1,902.99
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	DeptCC03-17	06-Bank Charges for March 2017	Paid by EFT # 16957		04/17/2017	04/17/2017	04/17/2017		04/17/2017	6.30
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$6.30
Program 130000 - Main Totals								Invoice Transactions 1		\$6.30
Department 13 - Planning Totals								Invoice Transactions 1		\$6.30
Fund 101 - General Fund Totals								Invoice Transactions 8		\$3,889.08

Fund **452 - Parking Facilities**
 Department **26 - Parking**
 Program **260000 - Main**
 Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	GargFees 03-2017	06-Bank Charges for March 2017	Paid by EFT # 16956	04/17/2017	04/17/2017	04/17/2017	04/17/2017	2,278.08
18844 - First Financial Bank, N.A.	Bk Courier03-17	06-Bank Charges for March 2017	Paid by EFT # 16958	04/17/2017	04/17/2017	04/17/2017	04/17/2017	17.50
Account 53830 - Bank Charges Totals							Invoice Transactions 2	<u>\$2,295.58</u>
Program 260000 - Main Totals							Invoice Transactions 2	<u>\$2,295.58</u>
Department 26 - Parking Totals							Invoice Transactions 2	<u>\$2,295.58</u>
Fund 452 - Parking Facilities Totals							Invoice Transactions 2	<u>\$2,295.58</u>
Fund 454 - Alternative Transportation								
Department 02 - Public Works								
Program 020000 - Main								
Account 53830 - Bank Charges								
18844 - First Financial Bank, N.A.	ParkingWeb03-17	06-Bank Charges for March 2017	Paid by EFT # 16955	04/17/2017	04/17/2017	04/17/2017	04/17/2017	929.67
18844 - First Financial Bank, N.A.	DeptCC03-17	06-Bank Charges for March 2017	Paid by EFT # 16957	04/17/2017	04/17/2017	04/17/2017	04/17/2017	8.31
Account 53830 - Bank Charges Totals							Invoice Transactions 2	<u>\$937.98</u>
Program 020000 - Main Totals							Invoice Transactions 2	<u>\$937.98</u>
Department 02 - Public Works Totals							Invoice Transactions 2	<u>\$937.98</u>
Fund 454 - Alternative Transportation Totals							Invoice Transactions 2	<u>\$937.98</u>
Grand Totals							Invoice Transactions 19	<u>\$7,122.64</u>



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Utility Cks

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										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53540 - Natural Gas										
222 - Vectren	50195420040617	19-ACC-gas bill 3/2-4/6/17	Paid by Check # 65352		04/19/2017	04/19/2017	04/19/2017		04/19/2017	1,364.11
Account 53540 - Natural Gas Totals								Invoice Transactions 1		\$1,364.11
Program 010000 - Main Totals								Invoice Transactions 1		\$1,364.11
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$1,364.11
Fund 101 - General Fund Totals								Invoice Transactions 1		\$1,364.11
Fund 401 - Non-Reverting Telecommunications										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3940NKnsr-040817	28-3940 N Kinser Pike-business internet-4/21-	Paid by Check # 65349		04/19/2017	04/19/2017	04/19/2017		04/19/2017	116.26
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$116.26
Program 256000 - Services Totals								Invoice Transactions 1		\$116.26
Department 25 - Telecommunications Totals								Invoice Transactions 1		\$116.26
Fund 401 - Non-Reverting Telecommunications Totals								Invoice Transactions 1		\$116.26
Fund 452 - Parking Facilities										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812334979004-17	26-Pkg Garages-phone charges 3/8-4/7/17	Paid by Check # 65345		04/19/2017	04/19/2017	04/19/2017		04/19/2017	362.33
Account 53210 - Telephone Totals								Invoice Transactions 1		\$362.33
Program 260000 - Main Totals								Invoice Transactions 1		\$362.33
Department 26 - Parking Totals								Invoice Transactions 1		\$362.33
Fund 452 - Parking Facilities Totals								Invoice Transactions 1		\$362.33
Fund 730 - Solid Waste										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53540 - Natural Gas										
222 - Vectren	50195440040617	19-Sanitation-gas bill 3/2-4/6/17	Paid by Check # 65352		04/19/2017	04/19/2017	04/19/2017		04/19/2017	109.61
Account 53540 - Natural Gas Totals								Invoice Transactions 1		\$109.61
Program 160000 - Main Totals								Invoice Transactions 1		\$109.61
Department 16 - Sanitation Totals								Invoice Transactions 1		\$109.61
Fund 730 - Solid Waste Totals								Invoice Transactions 1		\$109.61
Grand Totals								Invoice Transactions 4		\$1,952.31



Board Of Public Works Claim Register for IU RR Woodlawn Escrow

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 257 - IU RR Woodlawn Escrow										
Account 10000 - Cash										
204 - State Of Indiana	000039647	06-Contract R-38344 Woodlawn Extension	Paid by EFT # 25		04/25/2017	04/25/2017	05/05/2017		05/05/2017	(17,582.80)
Account 10000 - Cash Totals									Invoice Transactions 1	(\$17,582.80)
Department 13 - Planning										
Program 130000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
204 - State Of Indiana	000039647	06-Contract R-38344 Woodlawn Extension	Paid by EFT # 25		04/25/2017	04/25/2017	05/05/2017		05/05/2017	17,582.80
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals									Invoice Transactions 1	\$17,582.80
Program 130000 - Main Totals									Invoice Transactions 1	\$17,582.80
Department 13 - Planning Totals									Invoice Transactions 1	\$17,582.80
Fund 257 - IU RR Woodlawn Escrow Totals									Invoice Transactions 2	\$0.00
Grand Totals									Invoice Transactions 2	\$0.00

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	3/31/2017	EFT	804	FLEX	4/3/2017	764.79
2	4/1/2017	EFT	804	FLEX	4/3/2017	640.20
3	4/2/2017	EFT	804	FLEX	4/3/2017	289.88
4	4/3/2017	EFT	804	FLEX	4/4/2017	671.10
5	4/4/2017	EFT	804	FLEX/DDC	4/4/2017	782.31
8	4/4/2017	EFT	804	H.S.A.ER	4/4/2017	1,685.60
7	4/5/2017	EFT	804	HC/MT	4/5/2017	2,418.00
8	4/4/2017	EFT	804	FLEX	4/5/2017	794.71
9	4/5/2017	EFT	804	FLEX	4/8/2017	289.94
10	4/6/2017	EFT	801	IACT	4/7/2017	749,200.88
11	4/6/2017	EFT	804	FLEX	4/7/2017	711.21
12	4/7/2017	EFT	804	FLEX	4/10/2017	2,060.25
13	4/8/2017	EFT	804	FLEX	4/10/2017	211.83
14	4/9/2017	EFT	804	FLEX	4/10/2017	146.00
15	4/10/2017	EFT	804	FLEX	4/11/2017	241.47
16	4/11/2017	EFT	804	MedReimbursement	4/11/2017	1,170.00
17	4/10/2017	EFT	801	H.S.A. ER	4/11/2017	574.00
18	4/11/2017	EFT	804	FLEX	4/12/2017	247.01
19	4/12/2017	EFT	800	Workers Comp	4/12/2017	2,675.62
20	4/12/2017	EFT	804	FLEX	4/13/2017	331.08
21	4/13/2017	EFT	801	CIGNA	4/17/2017	37,565.19
22	4/13/2017	EFT	804	H.S.A. EE	4/13/2017	15,128.80
27	4/13/2017	EFT	804	FLEX	4/17/2017	544.11
28	4/14/2017	EFT	804	FLEX	4/17/2017	1,049.48
29	4/15/2017	EFT	804	FLEX	4/17/2017	105.00
26	4/16/2017	EFT	804	FLEX	4/17/2017	26.49
30	4/17/2017	EFT	804	FLEX	4/18/2017	335.34
25	4/18/2017	EFT	804	FLEX/DDC	4/18/2017	1,580.06
24	4/18/2017	EFT	804	FLEX	4/19/2017	1,746.59
23	4/18/2017	EFT	800	Workers Comp	4/19/2017	1,991.02
31	4/18/2017	EFT	800	Workers Comp	4/19/2017	6,923.32
32	4/18/2017	EFT	800	Workers Comp	4/19/2017	7,000.00
33	4/19/2017	EFT	804	FLEX	4/20/2017	561.91
34	4/20/2017	EFT	804	FLEX	4/25/2017	70.00
35	4/21/2017	EFT	804	FLEX	4/25/2017	119.83
36	4/22/2017	EFT	804	FLEX	4/25/2017	231.51
37	4/23/2017	EFT	804	FLEX	4/25/2017	106.99
38	4/24/2017	EFT	804	FLEX	4/25/2017	83.93
39	4/25/2017	EFT	804	H.S.A. ER	4/25/2017	1,036.24
40	4/25/2017	EFT	804	FLEX	4/26/2017	358.28
41	4/25/2017	EFT	800	Workers Comp	4/28/2017	2,117.90
42	4/26/2017	EFT	804	FLEX	4/27/2017	459.98
43	4/28/2017	EFT	804	H.S.A. EE	4/27/2017	15,130.72
44	4/7/2017	EFT	804	FLEX	4/28/2017	430.00
45		EFT	804	FLEX		
46		EFT	800	FLEX		
47		EFT	804	FLEX		
48		EFT	804	H.S.A. EE		
49		EFT	804	FLEX		
50		EFT	804	H.S.A. EE		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

860,810.57

ALLOWANCE OF CLAIMS

\$ 860,810.57

Dated this _____ day of _____, year of 20____.

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

Fiscal Office _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2017	Bank Fees				7,122.64
5/5/2017	Claims				656,598.73
4/19/2017	Sp Utility Cks				1,952.31
5/5/2017	Woodlawn Ave				17,582.80
April	HAS/CIGNA/IAC/Wcomp				860,810.57
					<u><u>1,544,067.05</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 \$ 1,544,067.05

Dated this _____ day of _____ year of 20_____.

_____	_____	_____
_____	_____	_____

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

Fiscal Office _____