

**Board of Public Works Meeting**  
**April 30, 2019**



**AGENDA  
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday April 30, 2019, 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. TITLE VI ENFORCEMENT**

1. Permission to Abate Property at 1645 S. Olive Street

**IV. CONSENT AGENDA**

1. Approve Minutes 4 – 16 – 19
2. Resolution 2019 – 38: Approve Renewal of Pushcart in the Right-of-Way ( Rasta Pops )
3. Resolution 2019 – 39: Approve Renewal of Mobile Vendor in the Right-of-Way ( JD’s Taste of Chicago)
4. Approve Black Y Brown Arts Festival 2019 ( Tuesday, May 14<sup>th</sup>)
5. Approve 2019 Granfalloon (Saturday, May 11<sup>th</sup>)
6. Approve Payroll

**V. NEW BUSINESS**

1. Approve Request from Grand Contracting for Closures of Alley, Sidewalk, and Bike Lane Closure on S. Walnut St. for Construction of Urban Station II (Monday, May 6, 2019 until Saturday, August 1, 2020)
2. Approve Request from Gilliatte General for Temporary Lane and Sidewalk Closure on S. Walnut St. (Monday, May 6<sup>th</sup> – Friday, May 17<sup>th</sup>)
3. Approve Request from BRCJ Engineering for Temporary Lane Closure on E. 10<sup>th</sup> St. for IU Teter Quad Waterline Improvements (Monday, June 10<sup>th</sup> – Saturday, June 15<sup>th</sup>)
4. Approve Request from South Central Roofing for Road Closure on E. 10<sup>th</sup> St for Wells Library Roof Repair (Monday, May 6<sup>th</sup> – Sunday, May 19<sup>th</sup>)
5. Approve First Amendment to MOU with Strauser Construction Inc., for Right-Of-Way Use Extension at W. 4<sup>th</sup> St. and S. College Ave.
6. Approve Award of Construction Contract for Kirkwood Avenue Maintenance Project
7. Approve MOU with Indiana University for Real Property Located Adjacent to Range Road

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

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

# Staff Report

**To: Board of Public Works**

**From: Dee Wills**

**Date: April 25, 2019**

**Re: Request to Abate property at 1645 S. Olive St., Bloomington, IN**

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## **Attachments:**

1. Notices of Violation Issued on March 13, March 29 and April 17 2019.
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Abatement

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On March 13, March 29 and April 17 2019, Neighborhood Compliance Officer Dee Wills inspected the property located at 1645 S. Olive St., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation GARBAGE in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Josette Matlock and Glen Matlock (Hereinafter the “Owners”) because they are the Owners of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance. The property is vacant.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.

May 1, 2019

Josette & Glen Matlock  
1645 S. Olive Street  
Bloomington, IN 47401

Re: Property located at 1645 S. Olive Street

Dear Josette & Glen Matlock,

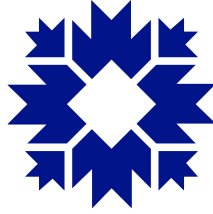
On April 30, 2019 The City of Bloomington, Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 1645 S. Olive Street (parcel # 53-08-09-108-021.000-009, legal description 015-14770-00 HUNTINGTON PARK LOT 36) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it 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 it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

Regards,

Adam Wason  
Director





**City of Bloomington  
Housing and Neighborhood Development**

On March 13, March 29 and April 17 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1645 S. Olive. 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.

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BPW Meeting Date: April 30, 2019

Abatement Approved: Y/N

Property Owner: Josette & Glen Matlock

Address: 1645 S. Olive Street

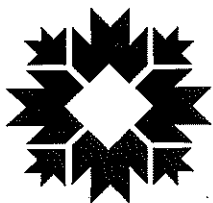
Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 015-14770-00

Legal Description: 015-14770-00 HUNTINGTON PARK LOT 36



# 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 4-17-19 Time 1:52 Address/location 1645 S. OLIVE ST

Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

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

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

**Fine Due: \$50**    **\$100**    **\$150**    **Warning (No fine due at this time)**    **Ticket#** 42829

**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, BROKEN FURNITURE  
OLD TIRES, & DEBRIS FROM BACK OF  
PROPERTY

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

Owner Name JOSETTE & GLEN MATLOCK  
Address 1645 S. OLIVE STREET  
City BLOOMINGTON State IN  
Zip Code 47401

Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

BPW: 4-30-19

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/](http://www.bloomington.in.gov/hand/)

Date 3/29/19 Time 1:41 Address/location 1645 S. OLIVE ST  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

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

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

**Fine Due: \$50** **\$100** **\$150**      **Warning (No fine due at this time)**      **Ticket#** 42722

**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 OLD TIRES, TRASH, BROKEN  
FURNITURE AND DEBRIS FROM BACK OF  
PROPERTY

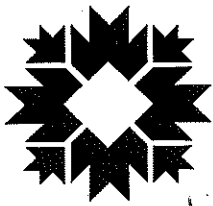
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

**Owner Name** GLEW & JUIETTE MATLOCK  
**Address** 1645 S. OLIVE STREET  
**City** BLOOMINGTON      **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_      **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



# Notice of Violation

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

Date 3/13/19 Time 2:48 Address/location 1645 S. OLIVE ST  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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

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

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

**Fine Due** \$50 **\$100    \$150    Warning (No fine due at this time)    Ticket#** 42654

**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 BROKEN FURNITURE (NOT INTENDED FOR OUTDOOR USE) AND PILES OF OLD TIRES FROM PROPERTY

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

**Owner Name** GLYN & JULIETTE MATLOCK  
**Address** 1645 S. OLIVE ST.  
**City** BLOOMINGTON **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

BPW: \_\_\_\_\_ Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_











# **City of Bloomington's Board of Public Works**

## **Order Of Abatement for NOV**

### **(garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued March 13, March 29 and April 17 2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, April 30, 2019.

The Board of Public Works now finds as follows:

1. Josette Matlock and Glen Matlock, (Hereinafter collectively the "Owners") own the real estate located at 1645 S. Olive St., Bloomington, IN (Hereinafter the "Property").
2. On March 13, March 29 and April 17 2019, Dee Wills, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owners in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owners properly notified in accordance with BMC 6.06.080(b).
7. The order should be continuous in nature, expiring March 13, 2020.

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06 and Indiana Code 36-7-10.1-3.
2. That the notice is continuous and shall expire on March 13, 2020.
3. Public Works shall notify the Owners of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

**So Ordered this 30<sup>th</sup> Day of April, 2019.**

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

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

# CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT

## (Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and HEREBY GIVES NOTICE of the ORDER OF ABATEMENT issued on April 30, 2019, for the property located at 1645 S. Olive St., Bloomington, IN, with a legal description 015-14770-00 HUNTINGTON PARK LOT 36 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste located upon the Property.

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

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 13<sup>th</sup> DAY OF MARCH, 2020.**

**So issued this 30<sup>th</sup> Day of April, 2019.**

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



The Board of Public Works meeting was held on Tuesday, April 16, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

**REGULAR MEETING  
OF THE BOARD OF  
PUBLIC WORKS**

Present: Kyla Cox Deckard  
Beth H. Hollingsworth

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Melissa Hirtzel – Public Works  
Jackie Moore – City Legal  
Neil Kopper – Planning and Transportation  
Sara Gomez – Planning and Transportation  
Elizabeth Carter – Planning and Transportation  
Matt Smethurst – Planning and Transportation  
Jane Fleig – Utilities Department

Beth H. Hollingsworth commented that Adam Wason will be at the Farmers’ Market this coming Saturday. Wason stated he will be at the following market, Devta Kidd will be taking his place this Saturday.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

None

**OPEN SEALED BIDS &  
QUOTES**

## CONSENT AGENDA

1. **Approve Minutes 4-2-19**
2. **Resolution 2019-33: Approve Renewal of Mobile Vendor to Operate in the Public Right-of-Way (Great White Smoke)**
3. **Resolution 2019-34: Approve Use of Public Street for 2019 Handmade Market (Saturday, June 8<sup>th</sup>)**
4. **Resolution 2019-36: Approve Request From the ITS Department to Dispose of Surplus Property Owned by the City of Bloomington**
5. **Approve Payroll**

Hollingsworth made a motion to approve the items on the consent agenda. Cox Deckard seconded the motion. Motion is passed. Consent agenda is approved.

Sara Gomez, Planning and Transportation, presented to Approve Request from City of Bloomington Utilities for Temporary Road Closure on N. Jordan Ave. See meeting packet for more details.

**Board Comments:** Hollingsworth asked Jane Fleig, Utilities, if City of Bloomington Utilities is coordinating all of the work and notifications to anyone in the area who needs to be notified. Fleig confirmed. She said she sent notification to the transit services, police, fire, MCCSC and adjacent property owners.

Hollingsworth made a motion to Approve Request from City of Bloomington Utilities for Temporary Road Closure on N. Jordan Ave. Cox Deckard seconded. Motion is passed.

Elizabeth Carter, Planning and Transportation, presented Resolution 2019-37: Approve Right-Of-Way Encroachment at 918 N. Woodburn Ave. Project. See meeting packet for details.

## NEW BUSINESS

**Approve Request from City of Bloomington Utilities for Temporary Road Closure on N. Jordan Ave. (Monday, May 20<sup>th</sup> – Friday, June 28<sup>th</sup>)**

**Resolution 2019 – 37: Approve Right-of-Way Encroachment at 918 N. Woodburn Ave. Project**

**Board Comments:** Geoff Pollock came to the meeting to answer any questions the board may have. Hollingsworth asked Pollock if he was going to have anybody remove the trees. He said the eventual plan is to remove the trees but one of them is very large which will be more expensive. Hollingsworth asked if he was going to go ahead with the fence before the trees are removed. Pollock confirmed. Cox Deckard asked about the alleyway being unimproved. Carter confirmed that the alleyway is unidentified green space. Cox Deckard reiterated the conversation from the work session regarding bringing the existing fence that is currently encroaching into compliance.

Hollingsworth made a motion to approve Resolution 2019-37: Approve Right-Of-Way Encroachment at 918 N. Woodburn Ave. Cox Deckard seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented to Approve Change Order #1 for W. 17th Street Reconstruction Project. See meeting packet for details.

**Approve Change Order #1 for W. 17th Street Reconstruction Project**

Hollingsworth made a motion to approve Change Order #1 for W. 17th Street Reconstruction Project. Cox Deckard seconded. Motion is passed.

Neil Kopper, Planning and Transportation, presented Approval of Supplemental #1 for Preliminary Engineering Services with WSP USA, Inc., for Sare Rd. Multiuse Path and Intersection Improvements Project. See meeting packet for details.

**Approval of Supplemental #1 for Preliminary Engineering Services with WSP USA, Inc., for Sare Rd. Multiuse Path and Intersection Improvements Project**

**Board Comments:** Hollingsworth asked Kopper if he was expecting that much additional funding. Kopper said he did. It was very explicit that right-of-way services aren't included in the original contract. So, he expected additional funding once they knew the number of parcels.

Hollingsworth made a motion to approve Approval of Supplemental #1 for Preliminary Engineering Services with WSP USA Inc., for Sare Rd. Multiuse Path and Intersection Improvements Project. Cox Deckard seconded. Motion is passed.

Kopper presented Resolution 2019 – 35: Approval of Public Need Resolution for Sare Rd. Multiuse Path and Intersection Improvements Project. See meeting packet for details.

**Board Comments:** Cox Deckard asked if the City was maintaining the right-of-way. Wason confirmed and said he will come back to a future meeting date with some encroachment agreements.

Hollingsworth made a motion to approve Resolution 2019 – 35: Approval of Public Need Resolution for Sare Rd. Multiuse Path and Intersection Improvements Project. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, presented to Approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting. See meeting packet for details.

**Board Comments:** Hollingsworth asked Wason if the contract was for two years. Wason confirmed. Hollingsworth also asked if it's renewable. Wason confirmed it is renewable for two additional two year periods. Cox Deckard asked if this was a vendor we've used in the past. Wason confirmed.

Hollingsworth made a motion to approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting. Cox Deckard seconded. Motion is passed.

Wason presented to Approve MOU with Loren Wood Builders, LLC at B-Town Co-Housing Project on E. Short St. See meeting packet for details.

**Board Comments:** Hollingsworth asked if the work is to be completed by July 1st. Wason confirmed and said it is likely it could be earlier.

**Resolution 2019 – 35:  
Approval of Public Need  
Resolution for Sare Rd.  
Multiuse Path and  
Intersection  
Improvements Project**

**Approve Awarding of  
Contracts for Acceptance  
of Yard Waste and  
Vacuumed Leaves to  
Green Earth Recycling &  
Composting**

**Approve MOU with  
Loren Wood Builders,  
LLC at B-Town Co-  
Housing Project on E.  
Short St.**

Hollingsworth made a motion to approve MOU with Loren Wood Builders, LLC at B-Town Co-Housing Project on E. Short St. Cox Deckard seconded. Motion is passed.

Jackie Moore, City Legal, presented to Approve Acceptance of Showers Office and Research Center Amendment #1 Final Plat. See meeting packet for details

**Approve Acceptance of Showers Office and Research Center Amendment #1 Final Plat**

**Board Comments:** Hollingsworth asked when the sale date would be. Moore said she has not been provided any sale date.

Hollingsworth made a motion to approve Acceptance of Showers Office and Research Center Amendment #1 Final Plat. Cox Deckard seconded. Motion is passed.

**STAFF REPORTS & OTHER BUSINESS**

Wason listed off seating encroachments for:

- 19-001 El Rey Azteca
- 19-002 Cafe Pizzeria
- 19-003 Farm Bloomington
- 19-004 Bloomington Foods
- 19-005 Owlery, LLC

Wason wanted to announce that this week is animal control officer week, so he wanted to send his appreciation to our three officers that service all of Bloomington. He wanted to thank them for their service. Wason also wanted to let the residents know that the Mayor's office issued a release for the Sidewalk Participation Program. The application period is now open and you can find more information on the City's website. Wason also stated that the Brighten B-town project is going well. Hollingsworth asked how residents will be notified if they will be eligible for the Sidewalk Participation Program. Wason said they are trying to get all of the information out through media channels. Anybody interested can type in their address to see if they are located in eligible geographic areas.

Hollingsworth made a motion to approve claims in the amount of \$1,633,601.76. Cox Deckard seconded. Motion is passed. Claims are approved.

**APPROVAL OF CLAIMS**

Deckard called for adjournment. Meeting adjourned at 5:58 P.M.

**ADJOURNMENT**

Accepted by:

---

Kyla Cox Deckard, President

---

Beth H. Hollingsworth, Vice-president

---

Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Resolution 2019-38 - Push Cart in Right of Way

**Petitioner/Representative:** Linda Lewis, Rasta Pops LLC

**Staff Representative:** Laurel Waters

**Meeting Date:** April 30, 2019

---

Linda Lewis, owner of Rasta Pops LLC, has applied to renew Pushcart License to operate a food cart. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

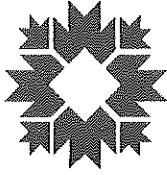
The business will operate from a pushcart selling pre-packaged ice pops.

This application is for six (6) months; the license will expire on October 30, 2019.

---

Staff is supportive of the request.

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



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

May-Oct  
~~April - Sept~~

## 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		
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:	same

## 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				
City, State, Zip:	Bloomington	IN	47401		
Employment Start Date:	May 2016	End Date (If known):	NA		
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	812 S. Henderson
Juri Santos	Bloomington IN
	47401

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

Date of incorporation or organization:	7/2/16
State of incorporation or organization:	IN
(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**

Ice Pops, pre-packaged, sold from freezer cart.

Planned hours of operation:

11Am - 12pm depending on event

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

Food truck Friday, city sidewalks etc.

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

NA

Have you had a similar license, either from the city 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"/>	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"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>	✓
<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)	NA
<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:
----------------	--------------	----------------	--------------



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2019

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).**

<b>PRODUCER</b> Shine Insurance Agency 103 N College Ave Bloomington IN 47404	<b>CONTACT NAME:</b> McKenzie Goodrich <b>PHONE (A/C, No, Ext):</b> Off: 8126798779 <b>E-MAIL ADDRESS:</b> mckenzie@shineinsurance.com <b>FAX (A/C, No):</b>												
<b>INSURED</b> RASTA POPS, LLC 812 S HENDERSON ST BLOOMINGTON IN 47401	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> WEST BEND MUT INS CO</td><td><b>NAIC #</b> 15350</td></tr><tr><td><b>INSURER B:</b></td><td></td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> WEST BEND MUT INS CO	<b>NAIC #</b> 15350	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> WEST BEND MUT INS CO	<b>NAIC #</b> 15350												
<b>INSURER B:</b>													
<b>INSURER C:</b>													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NSG2113245	06/09/2018	06/09/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ PD \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER 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 Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington (2) 401 N. Morton Street Bloomington, IN, 47404	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> <i>Jeremy Goodrich</i>
---	---



**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.

Linda Lewis / Rasta Pops  
Name, Printed

[Signature] Rasta Pops  
Signature

3/12/19  
Date Release Signed

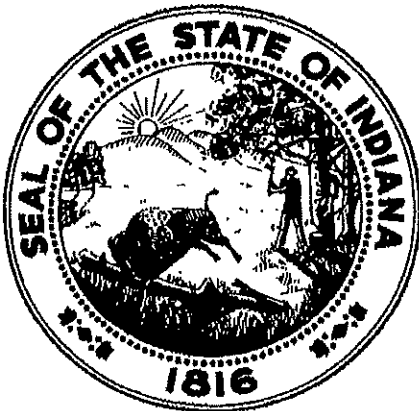
**State of Indiana  
Office of the Secretary of State**

**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



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER  
1800152088607

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

RASTA POPS  
812 S HENDERSON ST  
BLOOMINGTON, IN 47401-4841

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

TID: 0151927839  
LOC: 001  
FID: 47-1034206/0  
**ISSUED: 08/01/2018**  
**EXPIRES: 07/31/2020**

000020

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



RASTA POPS LLC  
812 S HENDERSON ST  
BLOOMINGTON, IN 47401-4841

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear Customer:

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

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

**All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at [www.INtax.in.gov](http://www.INtax.in.gov). When registering, use your preapproved INtax activation code, FDF814CB-C959-0114-E043-0A13184073D2.**

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

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

Sincerely,

Indiana Department of Revenue

01000001000000000000000000000000

1 00000000000000000000000000000000



**JOHN HAMILTON**  
**MAYOR**  
CITY OF BLOOMINGTON

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

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p 812.349.3418  
f 812.349.3520

### Standard of Conduct Agreement

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

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

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



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


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

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

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

Vendor: Rasta Pops

Name: Linda Lewis (Rasta Pops)

Signature:  (Rasta Pops)

Date: 3/12/19



**JOHN HAMILTON**  
**MAYOR**  
CITY OF BLOOMINGTON

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

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p 812.349.3418  
f 812.349.3520

### Prohibited Location Agreement

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

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

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

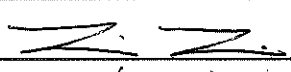
€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

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

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

Vendor: Rasta Pops

Name: Linda Lewis - Rasta Pops

Signature:  - Rasta Pops

Date: 3/12/19





ARTISAN ICE POPS

AND ORGANIC OPTIONS  
VEGAN PALEO

**RASTA POPS**  
BRAZILIAN FUSION ICE POPS

**PRIDE POP**  
\$5  
CBB POPS \$5  
ALL POPS ON THE  
BIG SIGN \$4

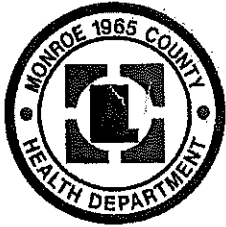
**RASTA POPS**  
BRAZILIAN FUSION ICE POPS

- PALEO POP** Fresh ripe fruit and coconut water
- SOUTHERN SWEET TEA** Organic black tea, filtered water and organic sugar
- MANGO** A blend of real fruit and other natural ingredients
- MANGO CHILI LIME** Organic mangoes, organic water, organic lime juice, Add organic chili pepper
- CHERRY ALMOND** The cherry juice, apple juice, sugar, almond oil and vanilla and organic ingredients
- STRAWBERRY LEMONADE** ALL ORGANIC, STRAWBERRIES, LEMON JUICE, SUGAR
- HONEY GINGER LEMONADE** Freshly squeezed lemon juice, fresh ginger root, organic sugar, and local honey



# Mobile Push Cart Food Service Establishment

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



ROSTA POPS  
LINDA LEWIS  
812 S. HENDERSON ST.  
BLOOMINGTON, IN 47401

**2019**

*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 MAR 12 2019

By Thomas W. Sharpe

**PERMIT EXPIRES FEBRUARY 29, 2020**

**This License Is Not Transferable to Any Other Individual or Location**

**Monroe County Health Department  
Environmental Division  
119 W. 7th Street  
Bloomington, IN 47404  
Phone: 812-349-2542  
Health Officer: Thomas W. Sharp, M.D.**

Transaction Date: 3/12/2019

Receipt Num.: 18008

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Push Cart	2019 MOBILE PUSH CART LICENSE FOR RASTA POPS	Check	369	1.00	\$25.00
Food Service Plan Review, Prepackaged Food Only	2019 PREPACKAGED PLAN REVIEW FOR RASTA POPS	Check	369	1.00	\$100.00
<b>Total Received</b>					<b>\$125.00</b>
Received From: RASTA POPS					

**Comments:**

Services Provided on: 3/12/2019

Entered by: Teresa Benassi

**Thank You**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-38**

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

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until October 30, 2019.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
  - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
  - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
  - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
  - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
  - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
  - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public

**RESOLUTION 2019-38**



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 30 DAY OF APRIL, 2019**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2019-38 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Linda Lewis, Owner  
Rasta Pops LLC

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



## Board of Public Works Staff Report

---

**Project/Event:** Resolution 2019-39 Mobile Vendor in Right of Way

**Petitioner/Representative:** Darwin Davis, Owner of Big SkyD & Associates Inc. dba  
JD's Taste of Chicago

**Staff Representative:** Laurel Waters

**Meeting Date:** April 30, 2019

---

Darwin Davis, owner of Big SkyD & Associates Inc. d.b.a. JD's Taste of Chicago has applied for a renewal of their Mobile Vendor License to operate a food trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food trailer selling Chicago-style hotdogs, fries, Polish sausage, steak burgers, Italian beef sandwiches, chicken sandwiches, fish sandwiches, and chicken wings.

This application is for one (1) year: May 1, 2019 through April 30, 2020.

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Staff is supportive of the request.

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



CITY OF BLOOMINGTON

# MOBILE VENDOR LICENSE APPLICATION

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

## 1. License Length and Fee Application

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

## 2. Applicant Information

Name:	Darwin Davis		
Title/Position:	Owner		
Date of Birth:	5-01-72		
Address:	4007 S. Rogers St.		
City, State, Zip:	Bloomington	IN	47403
E-Mail Address:	Darwin.jdtoc@gmail.com		
Phone Number:	(812) 325-4859	Mobile Phone:	(812) 325-4859

## 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:	JD's Taste of Chicago
Address of Employer:	4007 S. Rogers St. Bloomington, IN 47403

City, State, Zip:	Bloomington IN 47403		
Employment Start Date:		End Date (If known):	
Phone Number:	(812) 325-4859		
Website / Email:			
Company is an:	<input type="checkbox"/> LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input checked="" 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

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

Date of incorporation or organization:	
State of incorporation or organization:	
(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**

Chicago Style Food	
Planned hours of operation:	Mon-Sat 10AM-10PM
Place or places where you will conduct business (If private property, attach written permission from property owner):	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach <i>On File</i>
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	<i>licensed since 5/2017</i>





State Form 48099 (R5/7-17)  
Approved by State Board of  
Accounts 2016

## INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 13	AGE 15	ISSUE DATE 04/01/19	PUR DATE 01/01/17	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE 311TYJ	PL TP PA	WEIGHT	PR YR 18	LS N	TYPE 4W	PRIOR YR PL 311TYJ
EXPIRATION DATE 04/07/20		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 04	MAKE FOR	MODEL EPR	VEHICLE IDENTIFICATION NUMBER 1FMZU73K24ZB15701		TYPE 4W	COLOR BLK/		
CURRENT YEAR TAX	EX TAX 30.00	EX CREDIT 0.00	DAY CREDIT 0.00	NET EX TAX 30.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 0.00	TOTAL 91.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAY 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 PASSENGER - NEW PLATE TYPE													



11NT

Legal Address  
4007 S ROGERS ST  
BLOOMINGTON, IN 47403-4823



**DARWIN S DAVIS**  
4007 S ROGERS ST  
BLOOMINGTON, IN 47403-4823



892 1/2

0-

### INSTRUCTIONS FOR APPLYING PLATE:

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



# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION TNW Automotive Service Center  
INSPECTOR'S NAME Fred Franklin INSPECTOR'S PHONE # 812-339-5885  
DATE OF INSPECTION 4/17/19  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 1992 MAKE Chev MODEL P-30  
VIN 1GBHP32J9N3316514

	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:

Department of Economic and Sustainable Development  
401 N. Morton St. Suite 150  
Bloomington, Indiana 47404  
812-349-3419

Additional Comments by Inspector: \_\_\_\_\_  
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Inspector Signature Frederick Franklin

Date: 4-18-19

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

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





JDSTAST-01

SMERCER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2019

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).

<b>PRODUCER</b> INSURICA Express 2420 Springer Dr, Suite 105 Norman, OK 73069	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (405) 310-1583      FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: service@INSURICAexpress.com														
<b>INSURED</b>  JD's Taste of Chicago 4007 S Roger St Bloomington, IN 47403	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United States Liability Insurance Company</td> <td style="text-align: center;">25895</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Liability Insurance Company	25895	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United States Liability Insurance Company	25895														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CL 1812546B	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE      OTH-ER 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)  
 This policy provides general liability to JD's Taste of Chicago operating out of 1992 Chevy P30 1GBHP32J9N3316514 (this policy does not provide physical damage coverage for the listed vehicle)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 401 N Morton Ste 160 PO Box 100 Bloomington, IN 47404	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 
--	---

## INSURANCE IDENTIFICATION CARD - Indiana

**Policy Number:** 04146982-1

**NAIC Number:** 38784

**Effective Date:** 09/19/2018

**Expiration Date:** 09/19/2019

**Policy Type:** Commercial

**Insurer:** Progressive Southeastern Ins Co 1-800-895-2886

PO Box 94739 Cleveland, OH 44101

**Named Insured(s):**

BIG SKY D AND ASSOCIATES

NC

JD'S TASTE OF CHICAGO

**Year Make**

1992 Chevrolet

**Model**

P30

**VIN**

1GBHP32J9N3316514

**John Hamilton**

**Mayor**

CITY OF BLOOMINGTON

401 N. Morton St Suite 130  
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

812.349.3418

**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.

Darwin Davis

Name, Printed



Signature

3/15/19

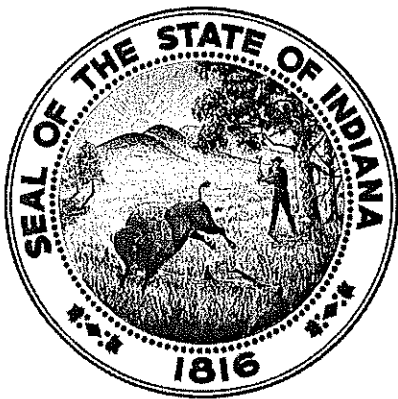
Date Release Signed

State of Indiana  
Office of the Secretary of State

Certificate of Incorporation  
of  
**BIG SKYD & ASSOCIATES 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 Thursday, May 04, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 04, 2017

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201705041194098 / 7589556

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

**APPROVED AND FILED**  
**CONNIE LAWSON**  
**INDIANA SECRETARY OF STATE**  
**05/04/2017 10:42 AM**

**SIGNATURE**

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

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS CORPORATION LAW AS AMENDED, EXECUTES THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 4, 2017**

**SIGNATURE** Darwin Davis  
**TITLE** Incorporator

**SIGNATURE** Leslie Davis  
**TITLE** Incorporator

Business ID : 201705041194098  
Filing No : 7589556

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
05/04/2017 10:42 AM

**ARTICLES OF INCORPORATION**

Formed pursuant to the provisions of the Indiana Business Corporation Law.

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 201705041194098  
**BUSINESS TYPE** Domestic For-Profit Corporation  
**BUSINESS NAME** BIG SKYD & ASSOCIATES INC  
**PRINCIPAL OFFICE ADDRESS** 4007 S Rogers St, Blmgtm, IN, 47403, USA

**ARTICLE II - REGISTERED OFFICE AND ADDRESS**

**NAME** Leslie Davis  
**ADDRESS** 4007 S Rogers St, Blmgtm, IN, 47403, USA

**ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE**

**PERIOD OF DURATION** Perpetual  
**EFFECTIVE DATE** 05/04/2017

**ARTICLE IV - PRINCIPAL(S)**

No Principal on record.

**ARTICLE V - INCORPORATOR(S)**

**NAME** Darwin Davis  
**ADDRESS** 4007 S Rogers St, Bloomington, IN, 47403, USA

**NAME** Leslie Davis  
**ADDRESS** 4007 S Rogers St, Bloomington, IN, 47403, USA

**ARTICLE VI - GENERAL INFORMATION**

**AUTHORIZED SHARES** 10



4/20/2017

P: 14 T:86 10020026 PP1B-000025467  
BIG SKYD & ASSOCIATES INC  
JDS TASTE OF CHICAGO III  
4007 S ROGERS ST  
BLOOMINGTON IN 47403-4823



TIN/EIN

(Taxpayer Identification Number/Employee Identification Number)

82-1232615

PIN

(EFTPS Personal Identification Number)

6893

Dear Big Skyd & Associates Inc,

As a new business with a likely federal tax deposit obligation, you were enrolled in the Electronic Federal Tax Payment System (EFTPS), a free service of the U.S. Department of the Treasury.

To start making payments via EFTPS, follow these steps:

1. **Call 1.800.555.3453.** Enter your EIN and the four-digit PIN that appears in the box above. If you're calling from outside the U.S., please call 1.303.967.5916.
2. **Enter your financial institution information,** including account number, bank routing number, and account type (savings or checking) when instructed. The voice response system will repeat the number you entered so you can either confirm or correct the number.
3. **Re-enter your PIN.**
4. **Enter the phone number** of the person to contact if we have questions about your EFTPS enrollment. This could be you or a member of your staff.
5. **Record the enrollment number** and keep for future reference.

After you've completed your enrollment, you can make payments at **EFTPS.gov** or via the phone by following the steps listed on reverse side of this letter.

**Please note: While you can schedule a payment as soon as you activate your enrollment, payments must be scheduled by 8 p.m. ET the day before the due date to be timely.** The funds will move out of your bank account on the payment settlement date you select. Payments can be scheduled up to 365 days in advance.

If a payroll company, accountant, or other third party makes any federal tax payments for you, be sure to review this information with that entity.

If you need further assistance, please call customer service 24 hours a day, 7 days a week at 1.800.555.4477. If you are calling from outside the U.S., call 1.303.967.5916.

**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:

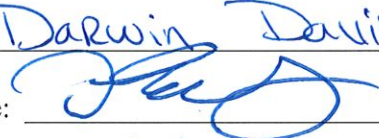
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a 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 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: I. Darwin Davis  
Signature:   
Date: 3/15/19

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

## **Standard of Conduct Agreement**

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

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:

Calibrate the sound level meter within one (1) hour before use.

Set the sound level meter on the "A" weighted network at slow response.

Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

Recalibrate the sound level meter after use.

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

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

**Vendor:**

Name: Darwin Davis

Signature: 

Date: 3/15/19

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:** 04/23/2019

**Business Name:** JD s Taste of Chicago

**Address:** 4007 S ROGERS ST  
Bloomington, IN 47403

**Phone:** CELL 812-325-4859

**The following permit has been issued:**

**Permit No.** 19-0152

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 04/23/2019

**Effective Date:** 04/23/2019

**Expiration Date:** 04/23/2020

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

Please contact City of Bloomington Fire for more information.

**Inspector:** Tim Clapp

*Tim Clapp*

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**Date** 4/23/2019





# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



JD'S TASTE OF CHICAGO

DARWIN DAVIS

2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE  
BLOOMINGTON, IN 47404

**2019**

*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 25 2019

By Thomas W. Sharpe

**PERMIT EXPIRES FEBRUARY 29, 2020**

**This License Is Not Transferable to Any Other Individual or Location**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-39**

**Mobile Vendor in Public Right of Way  
Big SkyD & Associates Inc. dba JD's Taste of Chicago**

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, Big SkyD & Associates Inc. dba JD's Taste of Chicago (“Vendor”) has sought renewal of a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on May 1, 2019, and ending on April 30, 2020.

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

**RESOLUTION 2019-39**



than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

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

**ADOPTED THIS 30 DAY OF APRIL 2019.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-39** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Darwin Davis, Owner  
Big SkyD & Associates Inc. dba JD's Taste of Chicago

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



## Board of Public Works Staff Report

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**Project/Event:** Black and Brown Arts Fest

**Petitioner/Representative:** City of Bloomington Department of Community and Family Resources

**Staff Representative:** Sean Starowitz

**Date:** 4/30/2019

**Event Date:** Tuesday, May 14, 2019

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The City of Bloomington Department of Community and Family Resources along with the Departments of Economic and Sustainable Development and Parks and Recreation as well as the Ivy Tech John Waldron Center are hosting the City's Second Annual Black and Brown Arts Festival in 2019. The Festival is expanding this year to include a pop-up music celebration on 4<sup>th</sup> Street in between College Ave and Walnut St from 1 PM on May 14<sup>th</sup> to 9 AM on May 15<sup>th</sup>. The Festival will also include a Friday Night Showcase at the Ivy Tech John Waldron Center and an arts festival at the Banneker Center on Saturday, May 18<sup>th</sup> from 12-4 PM.

There will be music, food, interactive activities, and fun for all ages. The Festival will take place rain or shine.

**Staff recommends approval of the request.**



**JOHN HAMILTON**  
**MAYOR**  
CITY OF BLOOMINGTON  
401 N. Morton St., Suite 150  
PO Box 100 Bloomington, IN 47404

DEPARTMENT OF ECONOMIC &  
SUSTAINABLE DEVELOPMENT

p 812.349.3418

Dear Resident/Owner,

The City of Bloomington will be expanding the Black y Brown Arts Festival in 2019 Bloomington from May 14th - May 18th. **On May 14th beginning at 1 p.m. on West Fourth Street will be closed until 8 AM on Wednesday, May 15th for a Tuesday Night Music Showcase.** As this event may affect your business/residence we wanted to give you time to plan accordingly.

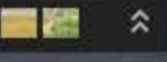
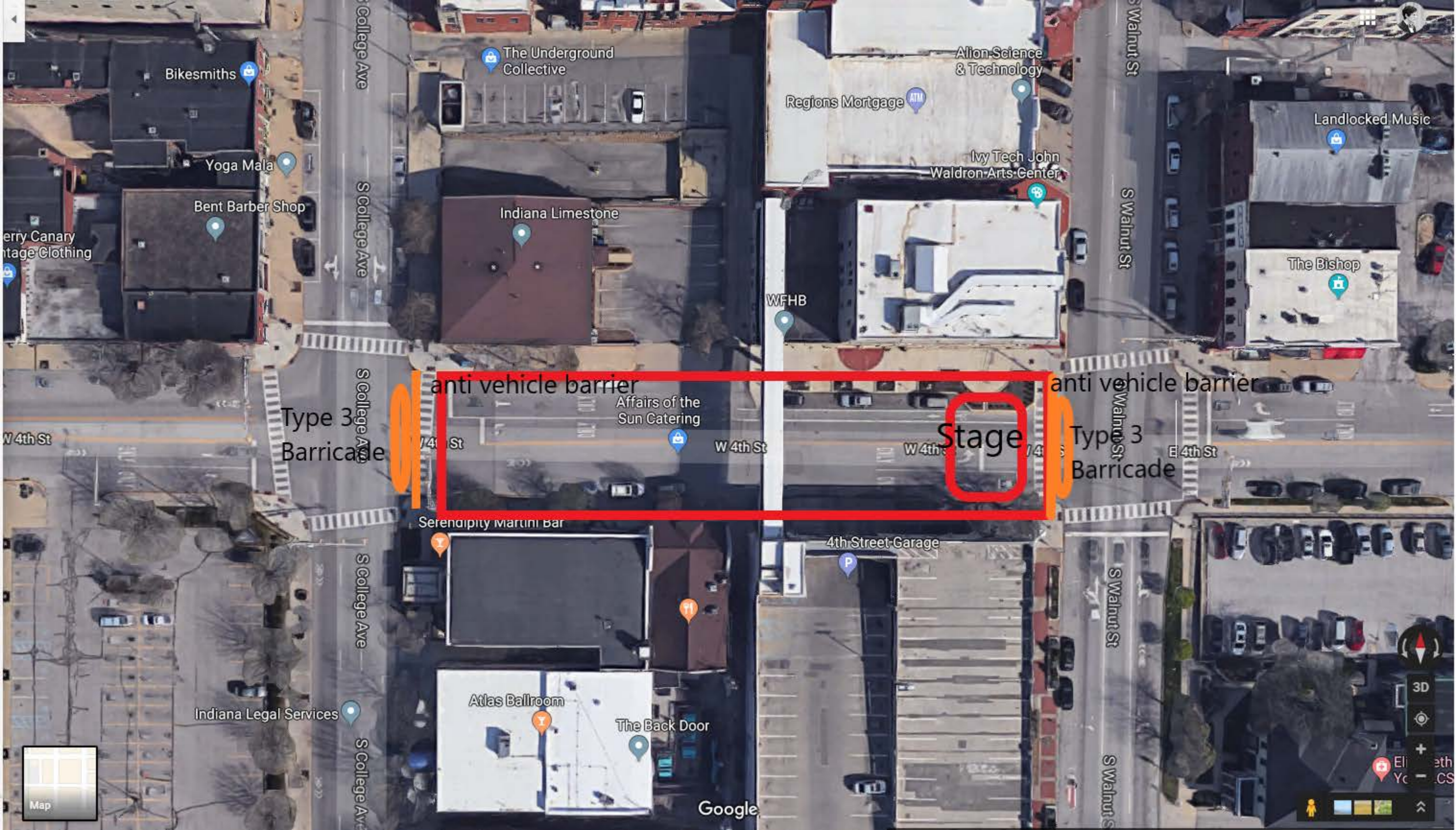
This festival is led by the City of Bloomington Department of Community and Family Resources along with the Bloomington Entertainment and Arts District, Bloomington Parks and Recreation, Banneker Center and the Ivy Tech John Waldron Center. The expanded Festival will include a Friday Night Showcase at the Ivy Tech John Waldron Center from 6-8 p.m. and an Arts Festival at the Banneker Center on May 18<sup>th</sup> from 12-4 p.m.

There will be music, food, interactive activities, and fun for all ages. All events are free and open to the public. The Festival will take place rain or shine and we hope you can join in this year's festivities.

**The Board of Public Works will hear this event at the Tuesday, April 30th meeting at 5:30 PM in Council Chambers. You are invited to share your concerns at this meeting or prior in writing to Michael Large at [largem@bloomington.in.gov](mailto:largem@bloomington.in.gov).**

For more information about the Festival and how to get involved, contact Josefa Lucia at 812.349.3860 or [latinoprograms@bloomington.in.gov](mailto:latinoprograms@bloomington.in.gov) or Sean Starowitz at 812.349.3534 or [starowis@bloomington.in.gov](mailto:starowis@bloomington.in.gov).





Bikesmiths

Yoga Mala

Bent Barber Shop

erry Canary  
tage Clothing

The Underground  
Collective

Indiana Limestone

Regions Mortgage ATM

Allon Science  
& Technology

Ivy Tech John  
Waldron Arts Center

WFHB

Landlocked Music

The Bishop

anti vehicle barrier

Type 3  
Barricade

Affairs of the  
Sun Catering

Stage

anti vehicle barrier

Type 3  
Barricade

Serenity martini bar

4th Street Garage

Indiana Legal Services

Atlas Ballroom

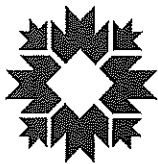
The Back Door

Google

Eli  
Yc

eth  
CS





CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	BLACK Y BROWN ARTS FESTIVAL			
Location of Event:	W 4 <sup>th</sup> Street			
Date of Event:	5/14/19		Start:	5 PM
Calendar Day of Week:		Time of Event:	End:	10:30 PM
Description of Event:	Tuesday night music showcase for the Black Y Brown Festival.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Greater Community/Equity and inclusion		

## Applicant Information

Name:	Sean M. Starowitz		
Organization:	City of Bloomington	Title:	Arts
Physical Address:	401 N Morton		
Email Address:	<a href="mailto:starowitz@bloomington.in.gov">starowitz@bloomington.in.gov</a>	Phone Number:	812 349 3534
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

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



## Board of Public Works Staff Report

---

**Project/Event:** Granfalloon

**Petitioner/Representative:** Economic and Sustainable Development Department

**Staff Representative:** Sean Starowitz

**Date:** 4/30/2019

**Event Date:** Saturday, May 11<sup>th</sup>, 2019

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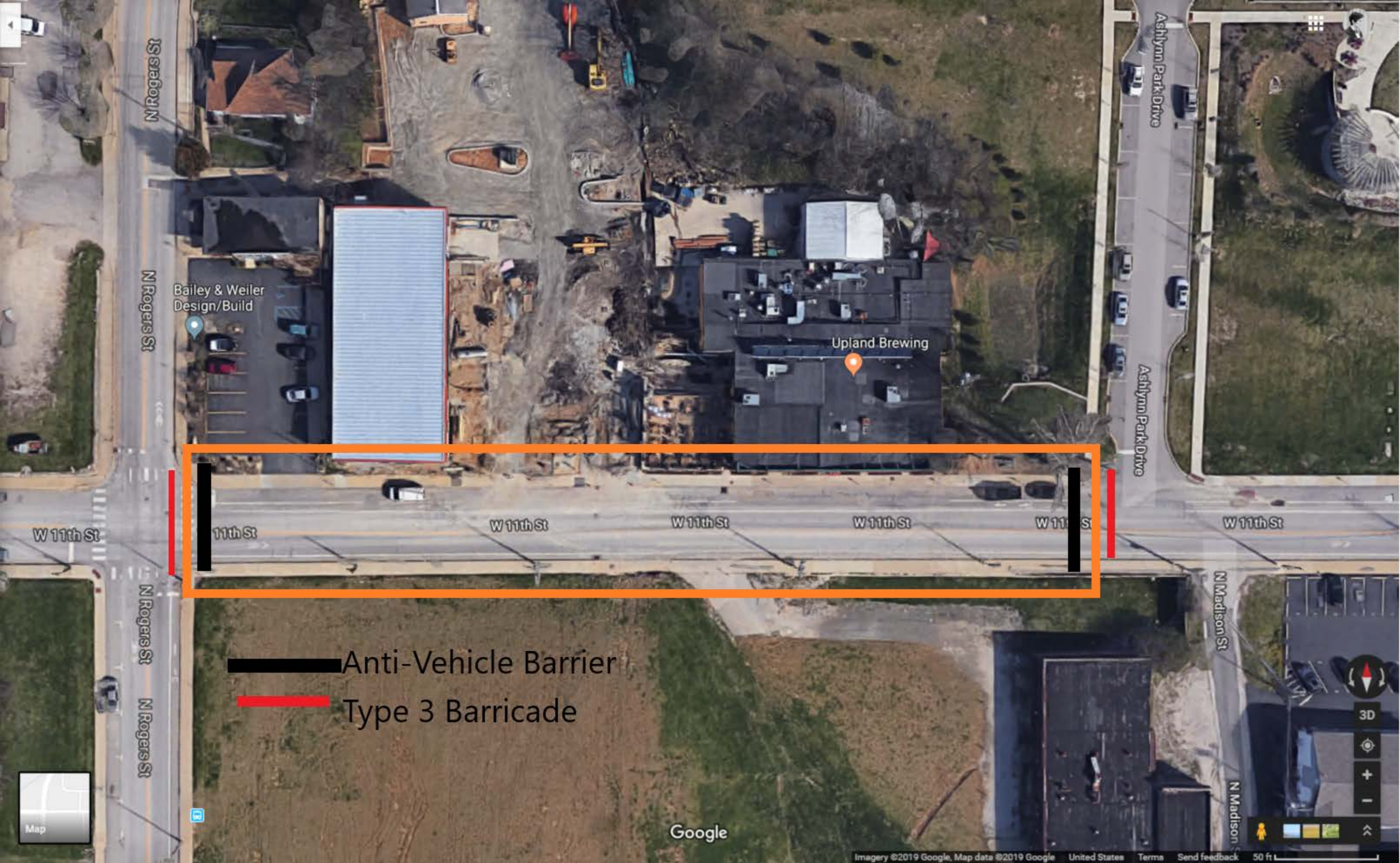
Inspired by one of the Hoosier State's most famous authors, Granfalloon brings together musicians, artists, thinkers, and good people from all walks of life for a multi-day celebration of art, ideas, and community to kick off the summer arts scene in Bloomington.

Granfalloon 2019 features musical performances by renowned bands from across the U.S., academic panels and keynote addresses from leading Vonnegut scholars, and creative activities presented by IU and the Bloomington community. Guests include Neko Case, Dave Eggers, Parquet Courts, Khruangbin, Sudan Archives, Durand Jones & The Indications, Barrie, Huckleberry Funk, and more...

Granfalloon will be closing 11<sup>th</sup> Street from Rogers to Asylum Park Drive from 3 PM to 11 PM on Saturday, May 11<sup>th</sup>, 2019. Upland is a major event partner and has been involved in this process.

**Staff recommends approval of the request. This is City sponsored event.**





N Rogers St

N Rogers St

Bailey & Weiler  
Design/Build

Upland Brewing

Ashlynn Park Drive

Ashlynn Park Drive

W 11th St

11th St

W 11th St

W 11th St

W 11th St

W 11th St

W 11th St

N Rogers St

N Rogers St

N Madison St

N Madison St

— Anti-Vehicle Barrier  
— Type 3 Barricade

Google

Map





CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	Granfalloon		
Location of Event:	350 W. 11th Street		
Date of Event:	05/11/2019	Time of Event:	Start: 3:30
Calendar Day of Week:	Saturday		End: 10:00
Description of Event:			
Source of Noise:	<input checked="" type="radio"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="radio"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="radio"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Erin McFadden		
Organization:	Upland Brewing Company	Title:	Retail Promotions Manager
Physical Address:	350 W. 11th Street Bloomington, IN		
Email Address:	erin@uplandbeer.com	Phone Number:	812-272-7484
Signature:	Erin McFadden	Date:	03/20/19

## FOR CITY OF BLOOMINGTON USE ONLY

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

### BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary



**REGISTER OF PAYROLL CLAIMS**  
**Board: Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/26/2019	Payroll				425,073.03
					<u>425,073.03</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 \$ 425,073.03

**Dated this 30th day of April year of 2019.**

\_\_\_\_\_

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

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

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



## Board of Public Works Staff Report

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**Project/Event:** Request from Grand Contracting LLC for use of right of way at 321 S Walnut St

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Grand Contracting, LLC /Clayton Kelly

**Date:** April 30<sup>th</sup>, 2019

---

**Report:** Grand Contracting, LLC is requesting a temporary alley, sidewalk and bike lane closure at 321 S Walnut St between W Smith Ave and W 3rd St. They are also requesting temporary, intermittent lane closures in the eastern lane of S Walnut St to accommodate construction material deliveries. These lane closures will be outside the rush hour traffic times of 7 am-9 am and 3 pm-6 pm. The request is to facilitate the construction of Urban Station 2. The use of right of way would begin on May 6th, 2019 and end on or before August 1st, 2020.

Grand Contracting, LLC has supplied maintenance of traffic plans for all work. They have coordinated with the adjacent property owners and informed them of the Board meeting. Grand Contracting, LLC will coordinate the temporary relocation, removal and replacement of the Bloomington Transit Bus Stop adjacent to the Construction Site through the City of Bloomington Transit Department.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Grand Contracting, LLC for the temporary use of right of way at 321 S Walnut St.

Recommend  Approval  Denial by

*Sara Gomez*



April 22, 2019

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

Re: South Walnut Lane Restriction

Dear Board Members:

Grand Contracting will be building Urban Station Phase Two for Birge & Held located at 321 South Walnut Street. In order to facilitate this project and keep the citizens of the City of Bloomington safe during the construction process, Grand Contracting is requesting the temporary closure of the bike lane and city sidewalk on the east side of Walnut street as well as the closure of the alley to the west of the project site in accordance with the attached General Maintenance of Traffic Plan. Grand Contracting is requesting these closures to endure from May 6<sup>th</sup> of 2019 until August 1<sup>st</sup> of 2020.

Grand Contracting will coordinate with the City of Bloomington, Bloomington Utilities, law enforcement, fire fighters, ambulance services, transit providers, all other governing agencies, and neighboring businesses to assure that these closures are well communicated. We will also be providing street signage and temporary barricades to restrict these areas during the periods of closure. Thank you in advance for your consideration.

Kind regards,

A handwritten signature in blue ink that reads "Clayton Kelly".

Clayton Kelly  
Senior Project Manager  
Grand Contracting, LLC

Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
and  
Grand Contracting, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Grand Contracting, LLC outlines the binding conditions placed upon and agreed to by Grand Contracting, LLC, in exchange for use by Grand Contracting, LLC, its agents and subcontractors, of certain public right-of-way during the construction of Urban Station 2 at 321 S Walnut Street, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from May 6<sup>th</sup>, 2019 through August 1<sup>st</sup>, 2020, inclusive.
2. Planning and Transportation shall allow Grand Contracting, LLC to: block and restrict from general public usage the space along the east side of S Walnut St between W Smith Ave and W 3<sup>rd</sup> St directly adjacent to the Construction Site; to block and restrict a portion of the north/south alley north of Smith Ave directly adjacent to the construction site; to block and restrict a portion of the east/west alley between S Walnut St and S Washington St directly adjacent to the construction site; and to block and restrict the bike lane and sidewalk along the east side of S Walnut St directly adjacent to the construction site as depicted in Exhibit “A”. Planning and Transportation shall also allow Grand Contracting, LLC to block and restrict from general public usage the eastern lane of S Walnut St directly adjacent to the construction site only for deliveries outside rush hour traffic times of 7 am-9 am and 3 pm-6 pm. Grand Contracting, LLC shall coordinate the placement of any and all construction notification and signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. Grand Contracting, LLC shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Grand Contracting, LLC shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

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

claim which may occur as a result of Grand Contracting, LLC use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.

12. Prior to beginning work, Grand Contracting, LLC shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
13. Grand Contracting, LLC shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
14. Steve Eppink, President of Grand Contracting, LLC agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**City of Bloomington**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

Date: April 30, 2019

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

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

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

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

**Grand Contracting, LLC**

By: \_\_\_\_\_  
Steve Eppink, President

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



12' westbound Access to be maintained  
5/6/2019-8/1/2020

Bike lane and sidewalk closed  
5/6/2019-8/1/2020

Portion of north/south alley closed  
5/6/2019-8/1/2020

Access to apartment and school parking lot to be maintained  
5/6/2019-8/1/2020



S Walnut St

S Walnut St

S Walnut St

S Walnut St

S Washington St

S Washington St

S Washington St

Middle Way House

Rhino's Youth Center

The Project School

E Smith Ave

E Smith Ave

E Smith Ave

The Chocolate Moose

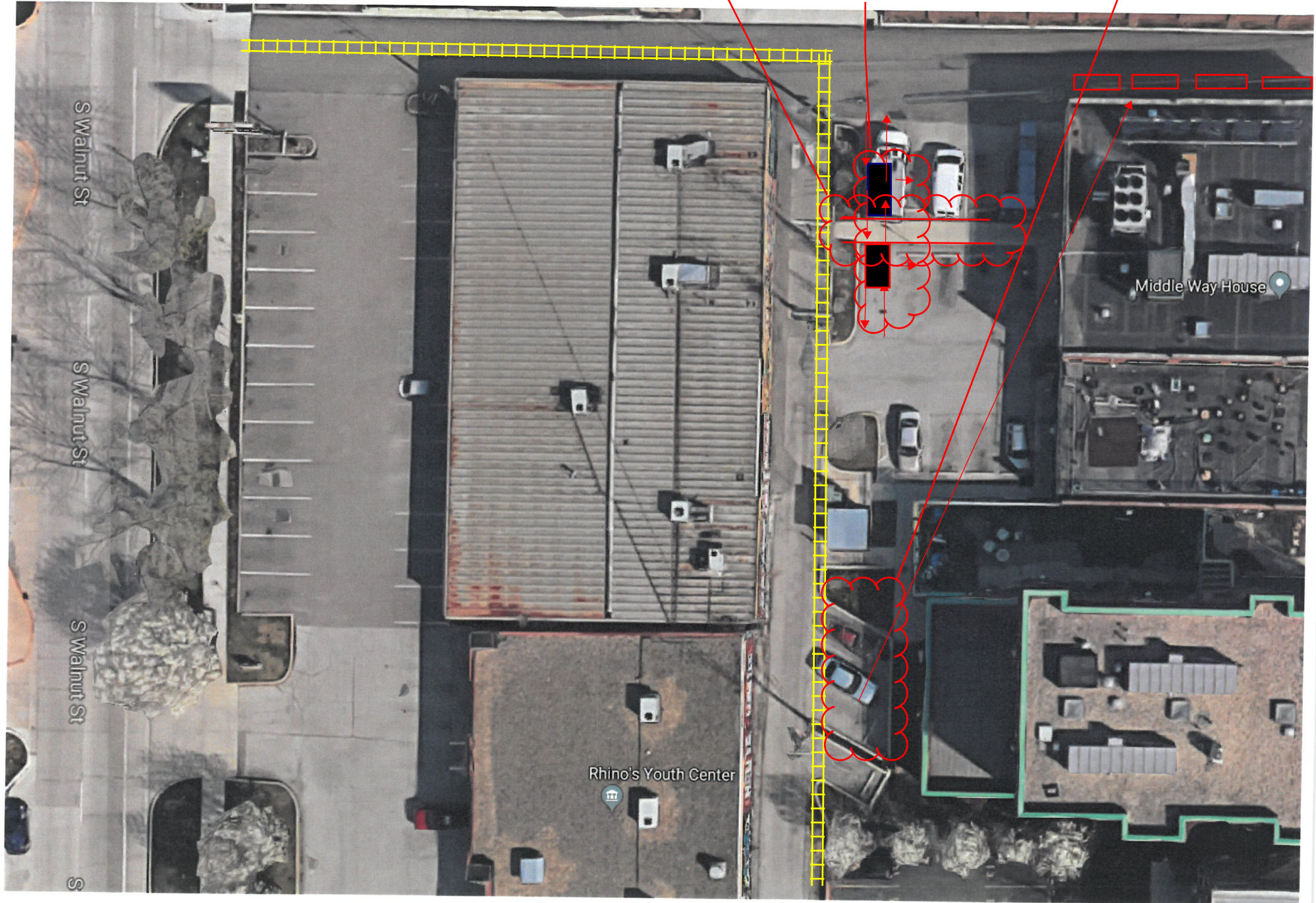
Google



Fence removal and replacement once construction is complete August 2020

Tapered Asphalt Wedges to allow cars in and out of lot. (2) parking spaces to be replaced by Grand Parking at location per Middle Way's approval.

Spaces to be replaced by side of Coca Cola building. This has been approved by Middle Way.



S Walnut St

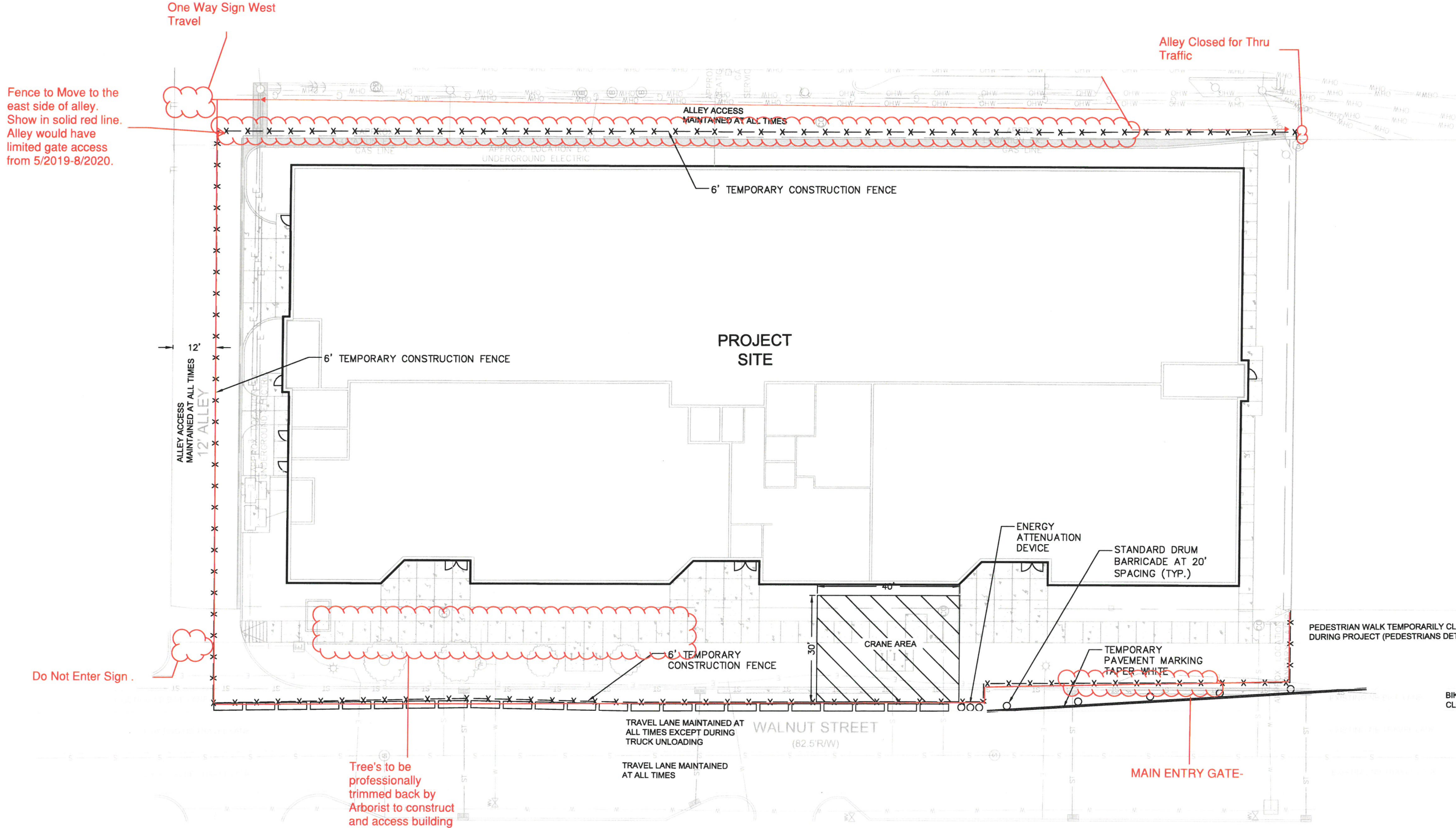
S Walnut St

S Walnut St

Rhino's Youth Center

Middle Way House





Fence to Move to the east side of alley. Show in solid red line. Alley would have limited gate access from 5/2019-8/2020.

One Way Sign West Travel

Alley Closed for Thru Traffic

ALLEY ACCESS MAINTAINED AT ALL TIMES  
12' ALLEY

ALLEY ACCESS MAINTAINED AT ALL TIMES

6' TEMPORARY CONSTRUCTION FENCE

PROJECT SITE

6' TEMPORARY CONSTRUCTION FENCE

ENERGY ATTENUATION DEVICE

STANDARD DRUM BARRICADE AT 20' SPACING (TYP.)

CRANE AREA

6' TEMPORARY CONSTRUCTION FENCE

TEMPORARY PAVEMENT MARKING TAPER WHITE

Do Not Enter Sign

PEDESTRIAN WALK TEMPORARILY CLOSED DURING PROJECT (PEDESTRIANS DETOUR)

TRAVEL LANE MAINTAINED AT ALL TIMES EXCEPT DURING TRUCK UNLOADING

WALNUT STREET (82.5' R/W)

TRAVEL LANE MAINTAINED AT ALL TIMES

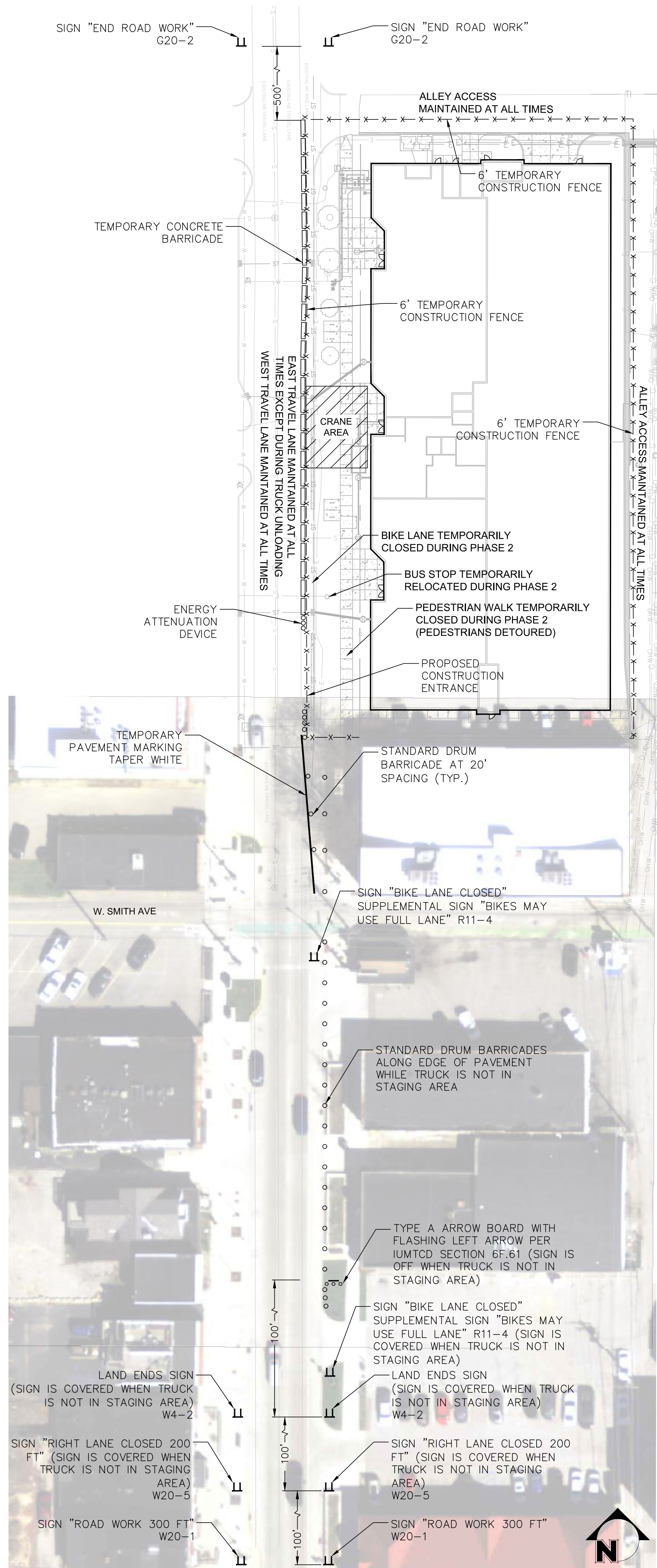
MAIN ENTRY GATE-

Tree's to be professionally trimmed back by Arborist to construct and access building skin.

**GENERAL MAINTENANCE OF TRAFFIC PLAN**

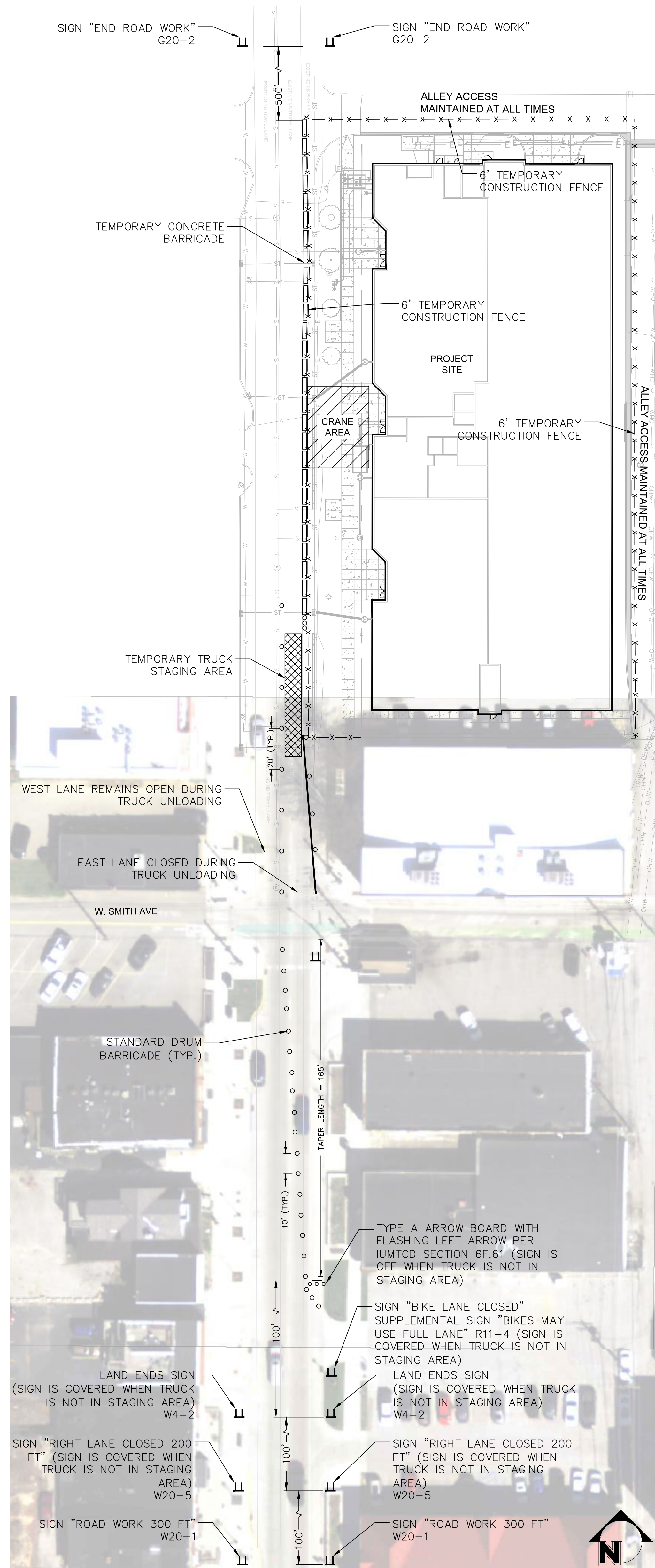
1" = 20'





PHASE 2 MAINTENANCE OF TRAFFIC PLAN

1" = 30'

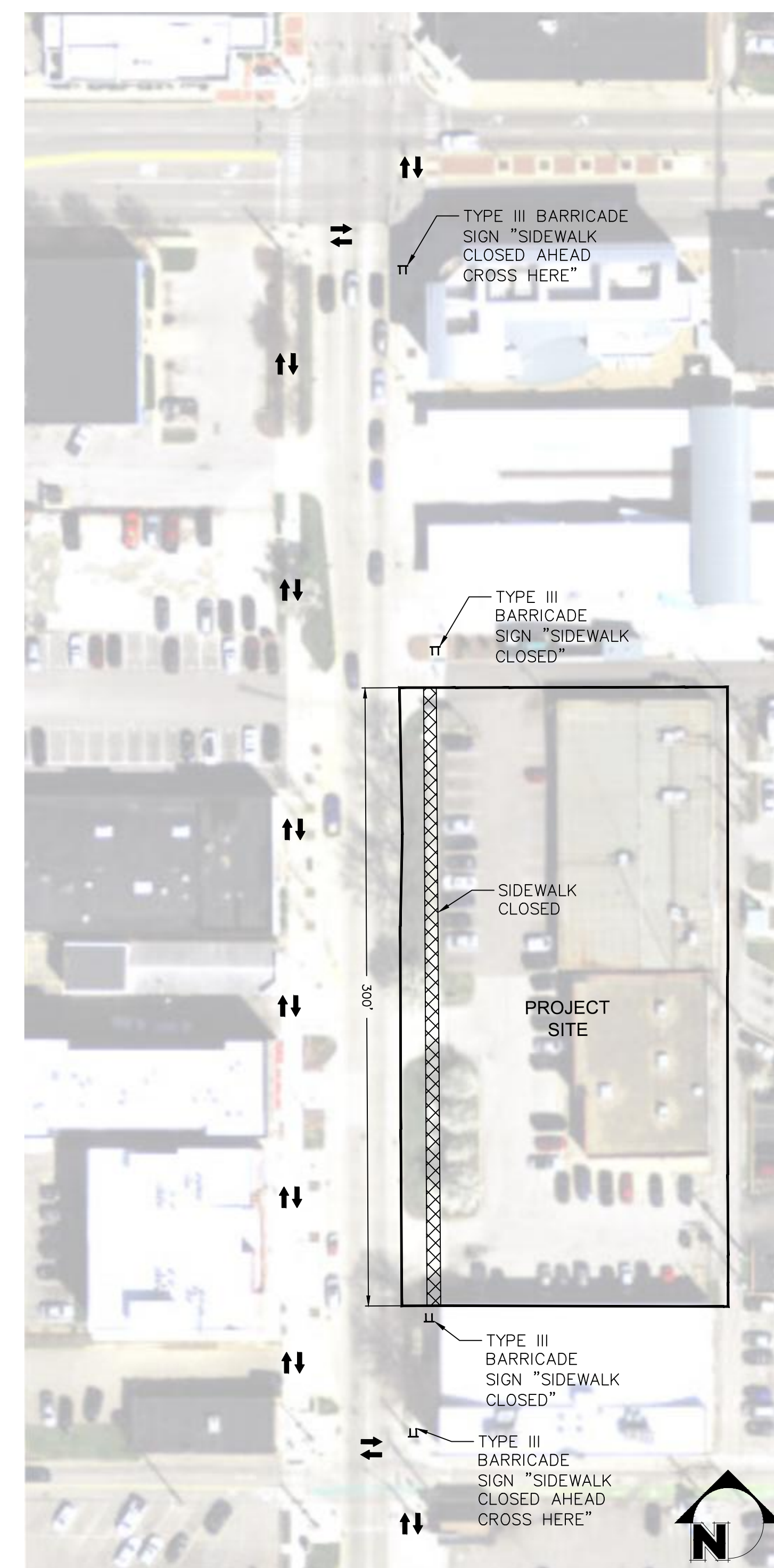


PHASE 2 TEMPORARY TRUCK UNLOADING SINGLE LANE CLOSURE PLAN

1" = 30'

PHASE 2 NOTES

1. SINGLE LANE CLOSURE OF SOUTH WALNUT STREET IS TO BE KEPT TO AN ABSOLUTE MINIMUM AND CAN ONLY BE PERFORMED BETWEEN THE HOURS OF 8AM AND 5PM.
2. RELOCATION OF EXISTING BUS STOP ALONG SOUTH WALNUT STREET IS TO BE COORDINATED WITH MIKE CLARK AT BLOOMINGTON TRANSIT PRIOR TO COMMENCING PHASE 2. HE CAN BE REACHED AT 812-861-8223 AND CLARK@BLOOMINGTONTRANSIT.COM.
3. CRANE WILL REMAIN IN THE SAME LOCATION FOR THE DURATION OF THIS PHASE.



PHASE 2 PEDESTRIAN MAINTENANCE OF TRAFFIC PLAN

1" = 50'



ARCHITECT  
BLACKLINE  
16 WINDSOR ST. SUITE 400  
BLOOMINGTON, INDIANA 47404  
PH: 317.833.7600

CIVIL ENGINEER  
SMITH BREHOB & ASSOCIATES, INC.  
453 S. CLARIZZ BLVD.  
BLOOMINGTON, INDIANA 47404  
PH: 317.833.7600

STRUCTURAL ENGINEER  
CE SOLUTIONS, INC.  
15 SHILOH DR.  
CARMEL, INDIANA 46032  
PH: 317.816.1912

M.E.P. ENGINEER  
CIRCLE DESIGN GROUP, INC.  
1078 WILSONVILLE BLVD. SUITE 100  
REHOBOTH, INDIANA 47464  
PH: 317.781.8200

OWNER  
H.M. MAC DEVELOPMENT  
112 E. 3RD STREET  
BLOOMINGTON, INDIANA 47401  
PH: 317.833.0190

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URBAN STATION  
PHASE II  
321 S. WALNUT ST.  
BLOOMINGTON, IN 47401

PROJECT NO. 15-00000  
DRAWN BY: HSB  
CHECKED BY: HSB  
REVISIONS: - REVISIONS -  
REVISIONS: - REVISIONS -

BID & PERMIT ISSUE  
06/05/2018

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

SBA JOB NUMBER  
**5533**  
SHEET  
**C110**  
MAINTENANCE OF TRAFFIC





## Board of Public Works Staff Report

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**Project/Event:** Request from Gilliatte General Contractors for lane and sidewalk closures on S Walnut St

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Gilliatte General Contractors/Tom Ritman

**Date:** April 30<sup>th</sup>, 2019

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**Report:** Gilliatte General Contractors is requesting lane and sidewalk closures at 215 S Walnut St as part of the Alexa development project. This request is to accommodate the installation of a water main connection, sanitary sewer lateral, grease interceptor, and concrete walks and curbs. The work was previously approved by the Board on 12-11-18 with the contingency that dates would be approved at a later Board meeting. The request is for the traffic control to be in place from May 6<sup>th</sup> through May 17<sup>th</sup>, 2019. The work would take place in the following phases:

Phase one: Water line install west side of Walnut Street. Two day, two lane (western and centerlane) closure May 6 thru May 7 noted on page C204 Maintenance of Traffic plan Phase one.

\*The two lane closure would be in place from 7a-4p, plated and open overnight.

Phase two: Water and sanitary line, Grease interceptor, sidewalk and curb placement May 13 thru May 17 east side of Walnut Street. Five day, one lane closure (eastern lane) noted on page C204 Maintenance of Traffic plan Phase two.

\*The one lane closure would be in place from 7a-4p, plated and open overnight.  
The sidewalk would remain closed 24 hours for the 5 day period.

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

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors for the temporary traffic control at 215 S Walnut St.

**Recommend**  **Approval**  **Denial by**

*Sara Gomez*

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Board of Public Works  
Staff Report

4th Street

Sidewalk  
Closed Cross  
Here

Construction Site

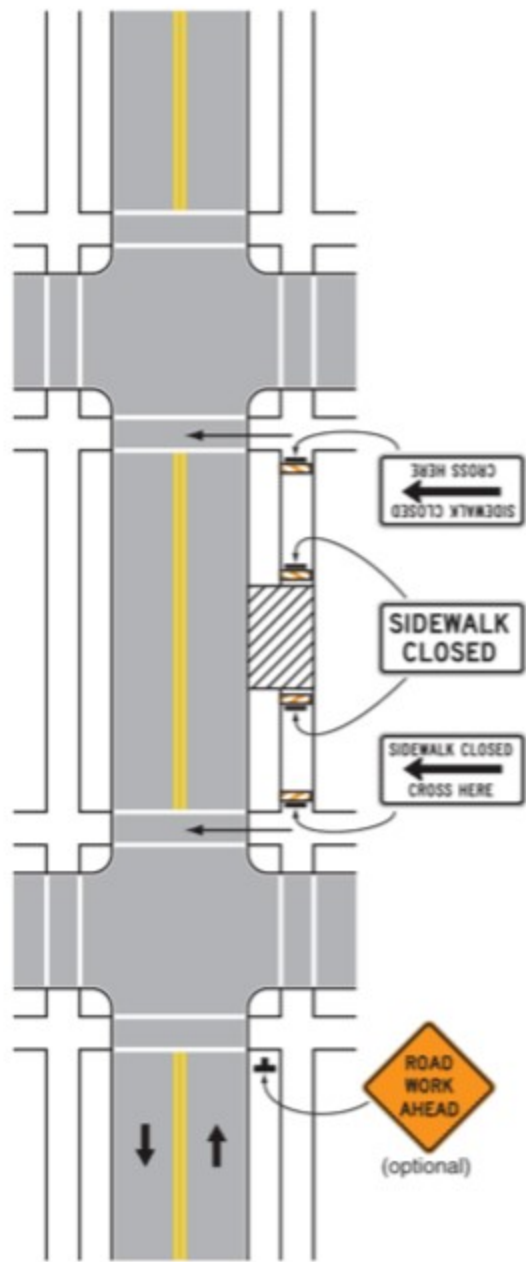
Sidewalk Closed

S. Walnut Street

Sidewalk Closed  
Cross Here

3rd Street





SIDEWALK DETOUR



Sara Gomez <gomezs@bloomington.in.gov>

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## 215 utiltiies

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Tom Ritman <tritman@gilliatte.com>

Fri, Apr 19, 2019 at 5:50 PM

To: "Sara Gomez (gomezs@bloomington.in.gov)" <gomezs@bloomington.in.gov>

Cc: Daniel Backler <backlerd@bloomington.in.gov>

Sara:

Please accept this correspondence as my request to be on the agenda for the 4-30-19 Board of public works hearing for ROW work at 215 S. Walnut St.

This is a follow up hearing request to the hearing we attended on 12-11-18 in regards to this work and other work.

We are requesting to perform work in Walnut Street including installation of a new water main, sanitary lateral, grease interceptor, and concrete walks and curbs.

I have attached the original traffic maintenance plan indicating the two phases of work with proposed time frame as well as a schedule of proposed work.

Phase one: water line install west side of walnut street May 6 thru May 7 noted on page C204 Maintenance of Traffic plan Phase one.

Phase two: water and sanitary line east side of walnut street May 8 thru May 10 noted on page C204 Maintenance of traffic plan Phase two.

Phase two: grease interceptor and concrete replacement May 13 thru May 17 noted on page C204 Maintenance of traffic plan phase two.

Let me know if you need anything else.

Tom



**SKM\_C55819041916410.pdf**

112K

December 4, 2018

To: The Board of Public Works:

**RE: Alexa Project  
215 S. Walnut Street  
Bloomington, IN**

Please accept this letter as a request to perform construction activities at 215 S. Walnut Street within the City R.O.W.

This work includes new storm piping in the east side of Walnut Street, new water line work crossing Walnut Street, and new sanitary work crossing Walnut Street.

In addition we are requesting the closure of the east/west alley to the north of the project from Walnut Street to the intersecting alley east of Walnut Street and the north/south alley from 3<sup>rd</sup> Street to 4<sup>th</sup> Street east of the project.

We request to be included in the Board Meeting scheduled for December 11, 2018 seeking approval for this work. We have sent traffic control plans and the Notice of Construction Activities to the adjacent property owners via certified mail (see attached).

Sincerely,



GILLIATTE GENERAL CONTRACTORS, INC.

Thomas J. Ritman  
President

TJR/dmw

Attachment

**NOTICE OF  
CONSTRUCTION ACTIVITIES**

**ALEXA PROJECT**

**ADDRESS: 215 S. WALNUT STREET**

**PROJECT SCHEDULE: DECEMBER 12, 2018 THROUGH JULY 31, 2019**

**WORK WITHIN PUBLIC RIGHTS-OF-WAY: 215 S. WALNUT STREET**

**SEE ATTACHED TRAFFIC FLOW PLAN**

**PUBLIC MEETING**

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

**DATE: DECEMBER 11, 2018 AT 5:30 PM**

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

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN**

**THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION**

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

**CONTRACTOR:**

**Gilliatte General Contractors**

**Tom Ritman**

**Email – [Tritman@gilliatte.com](mailto:Tritman@gilliatte.com)**

**Phone: 317-638-3355**

**DEVELOPER/OWNER:**

**Cityside 123 LLC**

**Suzanne O'Connell**

**Email – [Suzanne@tenthandcollege.com](mailto:Suzanne@tenthandcollege.com)**

**Phone: 812-339-8777**



www.studio3design.net  
 Phone: (317) 595.1000  
 Fax: (317) 572.1235  
 8504 Allisonville Road, Suite 330  
 Indianapolis, IN 46250

**CIVIL CONSULTING ENGINEER:**  
 SMITH BREHOB & ASSOCIATES, INC.

**STRUCTURAL CONSULTING ENGINEER:**  
 LYNCH, HARRISON & BRUMBLE, INC.

**MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER:**  
 GENESIS ENGINEERING GROUP

CITYSIDE 123, LLC.  
**215 S. WALNUT**  
 BLOOMINGTON, IN

**PROJECT NUMBER:**  
 17084

**DATE:**  
 8/30/2018

**CERTIFICATION:**

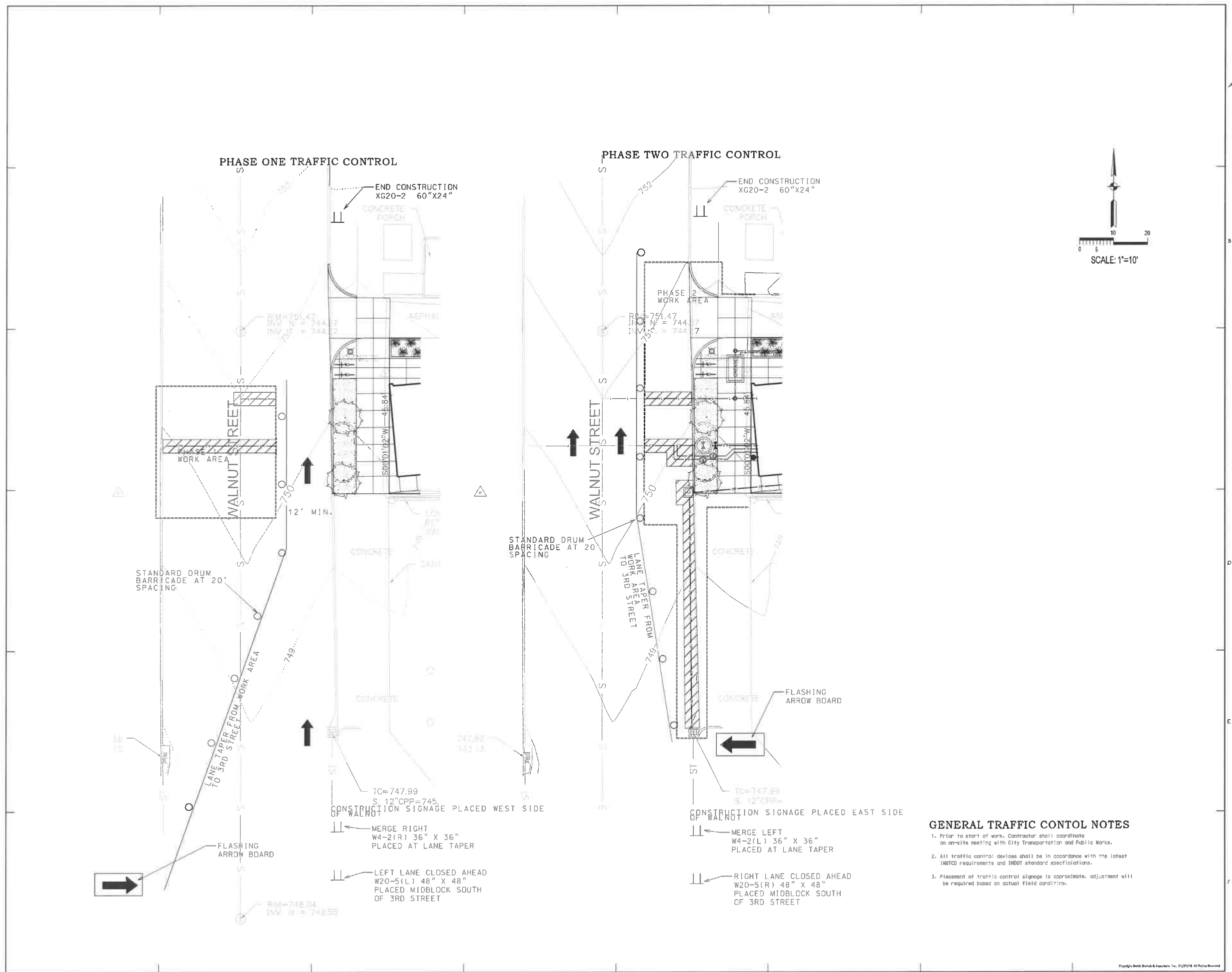


*Adam A. Smith*  
 8/30/2018

**SHEET DESCRIPTION:**  
 MAINTENANCE OF TRAFFIC PLAN

**SHEET NUMBER:**  
**C204**

THESE DRAWINGS ARE THE PROPERTY OF STUDIO 3 DESIGN, INC. ALL RIGHTS RESERVED



**GENERAL TRAFFIC CONTROL NOTES**

1. Prior to start of work, Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
2. All traffic control devices shall be in accordance with the latest MUTCD requirements and INDOT standard specifications.
3. Placement of traffic control signage is approximate, adjustment will be required based on actual field conditions.



# 215 S. Walnut

Write a description for your map.

## Legend

📍 215 S Walnut St

PROJECT  
SITE  
215 S.  
WALNUT

ALLEY  
CLOSURES





=====

LINWOOD  
4401 E 10TH ST STE 18  
INDIANAPOLIS  
IN  
46201-9998  
1749000017  
12/04/2018 (800)275-8777 2:02 PM

=====

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47408) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641127)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585926)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47408) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641134)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585926)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641141)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585902)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641158)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585896)	1	\$2.75
First-Class Mail Letter	1	\$0.71

Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641172)	1	\$3.45
Return Receipt (@@USPS Return Receipt #) (9590940240278079585889)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47402) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641189)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585872)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47404) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641110)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590952106150135014642)	1	\$2.75
First-Class Mail Letter (Domestic) (NASHVILLE, TN 37214) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641165)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590952106150135014628)	1	\$2.75
Total		\$55.28
Credit Card Remitd (Card Name:AMEX) (Account #:XXXXXXXXXX1127) (Approval #:869941) (Transaction #:141) (AID:A000000025010801 Chip) (AL:AMERICAN EXPRESS) (PIN:Not Required)		\$55.28

- A receipt (this portion of the form)
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted

associate for...  
return receipt for no additional fee, present this  
receipt to the...  
marked Certified Mail receipt to the

**SENDER: COMPLETE THIS SECTION**

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

Liberty Electric, LLC  
200 E. 3<sup>rd</sup> Street  
Bloomington, IN 47401



9590 9402 4027 8079 5858 96

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1158

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

COMPL

A. Sign

X

B. Recv

D. Is deliv  
If YE

3. Servic

Adult Si

Adult Si

Certified

Collect

Collect

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

BLOOMINGTON, IN 47401

Certified Mail Fee \$3.45

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

Postage \$0.71

Total Postage and Fees \$6.91

Sent To

Street and Ap: Liberty Electric, LLC  
200 E. 3<sup>rd</sup> Street  
City, State, Zi: Bloomington, IN 47401

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

See Reverse for Instructions

Domestic Return Receipt



**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

**SENDER: COMPLETE THIS SECTION**

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

GMS Enterprises, LLC  
112 E. 3<sup>rd</sup> Street  
Bloomington, IN 47401



9590 9402 4027 8079 5859 02

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1141

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

COMPL

A. Signat

X

B. Receiv

D. Is deliv  
If YES,

3. Service T

Adult Signat

Adult Signat

Certified Mail

Certified Mail

Collect on D

Collect on D

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

BLOOMINGTON, IN 47401

Certified Mail Fee \$3.45

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

Postage \$0.71

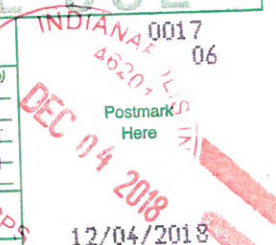
Total Postage and Fees \$6.91

Sent To

Street and Ap: GMS Enterprises, LLC  
112 E. 3<sup>rd</sup> Street  
City, State, Zi: Bloomington, IN 47401

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

See Reverse for Instructions





**CERTIFIED MAIL® RECEIPT**

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402



9590 9402 4027 8079 5858 72

**2. Article Number (Transfer from service label)**

7017 1000 0000 3864 1189

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

**COMPLETE THIS SECTION**

A. Signature

X

B. Received by

D. Is delivery addressed to you? If YES, enter ZIP+4®

- 3. Service Type**
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Mail
  - Insured Mail (over \$500)

**U.S. Postal Service™ CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

BLOOMINGTON, IN 47402

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
<b>Total Postage and Fees</b>	<b>\$6.91</b>

INDIANA  
DEC 04 2018  
0017 06  
Postmark Here  
12/04/2018

Sent To  
Street or PO Box  
City, State  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt

**U.S. Postal Service™ CERTIFIED MAIL® RECEIPT**

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Jones, Robert Delano  
2001 E. Hillside Dr., Lot 6  
Bloomington, IN 47401



9590 9402 4027 8079 5858 89

7017 1000 0000 3864 1172

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

**COMPLETE THIS SECTION**

A. Signature

X

B. Received by

D. Is delivery addressed to you? If YES, enter ZIP+4®

- 3. Service Type**
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Mail
  - Insured Mail (over \$500)

**U.S. Postal Service™ CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

BLOOMINGTON, IN 47401

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
<b>Total Postage and Fees</b>	<b>\$6.91</b>

INDIANA  
DEC 04 2018  
0017 06  
Postmark Here  
12/04/2018

Sent To  
Street or PO Box  
City, State  
Jones, Robert Delano  
2001 E. Hillside Dr., Lot 6  
Bloomington, IN 47401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt



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**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to  
  
BFS Retail & Commercial Operations LLC  
535 Marriott Dr.  
Nashville, TN 37214



2 7017 1000 0000 3864 1165

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION**

A. Signature

X

B. Received by

D. Is delivery restricted?

If YES, enter

3. Service Type

Certified

Registered

Insured

4. Restricted Delivery

7017 1000 0000 3864 1165

**U.S. Postal Service™**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

NASHVILLE, TN 37214

Certified Mail Fee	\$ 3.45
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage	\$ 0.71
<b>Total Postage and Fees</b>	<b>\$ 6.91</b>

Sent To  
BFS Retail & Commercial Operations LLC  
535 Marriott Dr.  
Nashville, TN 37214

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



12/04/2018

See Reverse for Instructions

102595-02-M-1540

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

**SENDER: COMPLETE THIS SECTION**

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

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



7017 1000 0000 3864 1110

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION**

A. Signature

X

B. Received by

D. Is delivery restricted?

If YES, enter

3. Service Type

Certified

Registered

Insured

4. Restricted Delivery

7017 1000 0000 3864 1110

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

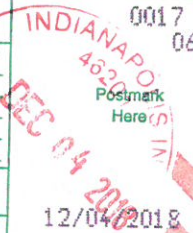
BLOOMINGTON, IN 47404

Certified Mail Fee	\$ 3.45
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage	\$ 0.71
<b>Total Postage and Fees</b>	<b>\$ 6.91</b>

Sent To  
Board of Public Works of the  
City of Bloomington  
401 N. Morton Street  
Bloomington, IN 47404

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



12/04/2018

See Reverse for Instructions

102595-02-M-1540



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PLACE STICKER ON THE REVERSE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Daewoong, LLC  
 1813 E. 10<sup>th</sup> Street  
 Bloomington, IN 47401



9590 9402 4027 8079 5859 19

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1134

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

**COMPLETE**

A. Signature

X

B. Received

D. Is delivered  
 If YES, enter date

3. Service Type

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

HEFT H9RE 0000 0001 2T0L

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**BLOOMINGTON, IN 47408**

**OFFICIAL USE**

Certified Mail Fee	\$3.45	0017
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here <b>DEC 04 2018</b>
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.71	12/04/2018
<b>Total Postage and Fees</b>	<b>\$6.91</b>	USPS
Sent To	Daewoong, LLC 1813 E. 10 <sup>th</sup> Street Bloomington, IN 47401	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions  
 Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
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PLACE STICKER ON THE REVERSE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

First United Methodist Church  
 Of Bloomington, Inc.  
 219 E. 4<sup>th</sup> Street  
 Bloomington, IN 47408



9590 9402 4027 8079 5859 26

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1127

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

**COMP**

A. Sign

X

B. Rec

D. Is d  
 If Y

3. Servic

- Adult Si
- Adult Si
- Certifier
- Collect
- Collect

HEFT H9RE 0000 0001 2T0L

**U.S. Postal Service™  
 CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

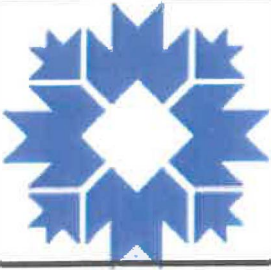
For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**BLOOMINGTON, IN 47408**

**OFFICIAL USE**

Certified Mail Fee	\$3.45	0017
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here <b>DEC 04 2018</b>
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.71	12/04/2018
<b>Total Postage and Fees</b>	<b>\$6.91</b>	USPS
Sent To	First United Methodist Church Of Bloomington, Inc. 219 E. 4 <sup>th</sup> Street Bloomington, IN 47408	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions  
 Domestic Return Receipt



# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: WALNUT ST. WEST LANES FROM 3RD ST. TO ALLEY N. OF 215 S. WALNUT  
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

Complete Street Closure  One Traffic Lane  2 or more Traffic Lanes  Alley

Sidewalk/Multiuse Path/Trail  Bike Lane  Parking Lane

Reason for Closure:  Work on Sidewalk/Multiuse Path/Trail  Work in Street

Loading and Unloading  Utility Work  Special Event  Work on Private Property

Other: \_\_\_\_\_

Date(s) of Closure: From 5-06-19 To 5-07-19

> 2 weeks?  Yes  No

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

End Time: 4 : 00 a.m. / (p.m.)

Overnight Closure Required:  Yes  No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### Applicant Information:

Name or Organization: GILVATTE GENERAL CONTRACTORS

Contact Person (Printed Name): TOM RITMAN

Contact Email: TOMRITMAN@GILVATTE.COM

Contact Phone No.: (317) 281-4906

Signature: \_\_\_\_\_

Date: 4-22-19

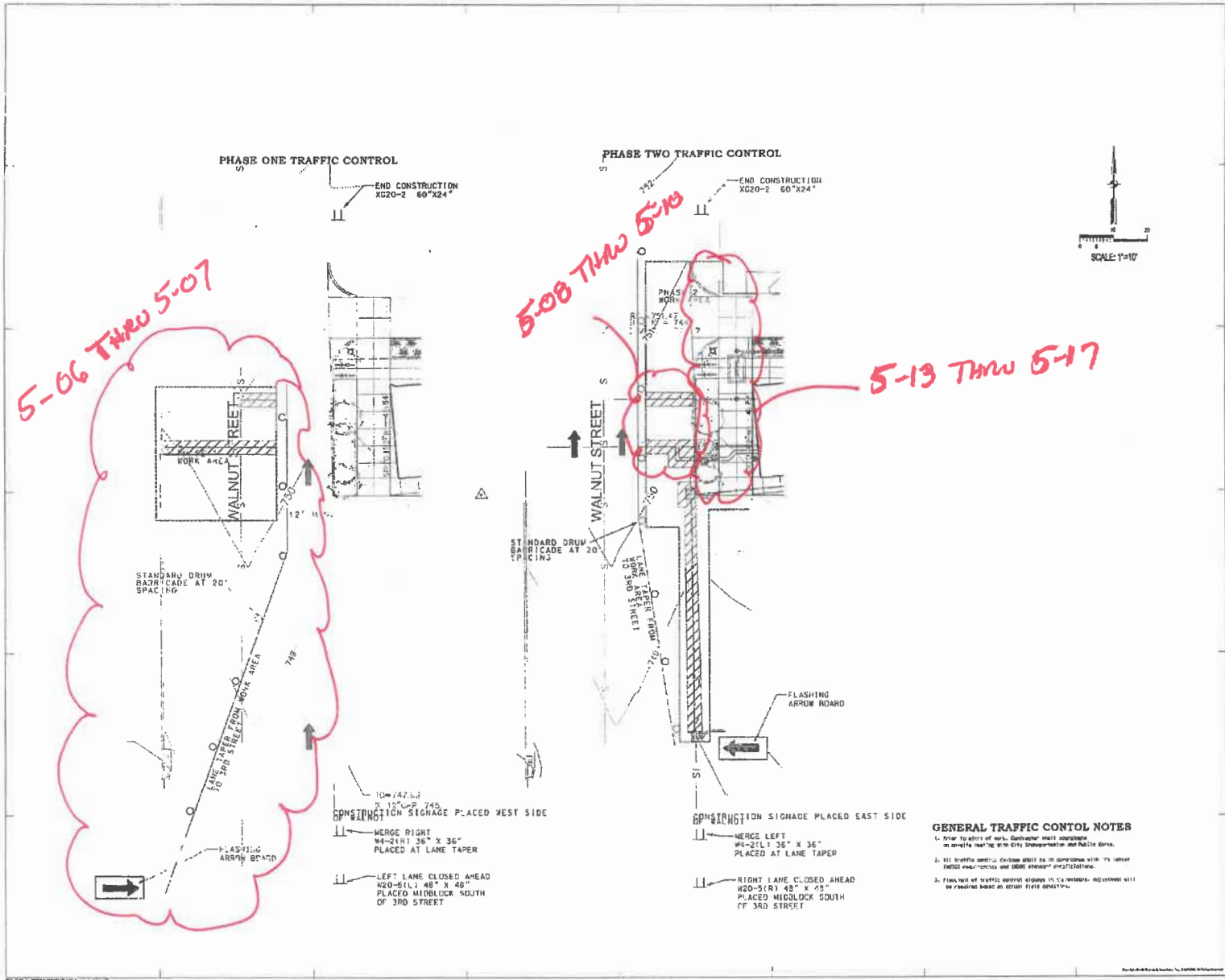
For Office Use Only

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved BY: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_





www.studio23design.com  
Phone: (317) 836-1300  
Fax: (317) 874-1334  
400 Kingsley Park Circle 300  
Bloomington, IN 47404

CIVIL CONSULTING ENGINEER  
WIRTH BACHO & ASSOCIATES, INC.  
STRUCTURAL CONSULTING ENGINEER  
LYNDY L. HARRISON & ASSOCIATES, INC.  
MECHANICAL, PLUMBING - ELECTRICAL  
CONSULTING ENGINEER  
GENESE ENGINEERING GROUP

CITYSIDE 132, LLC

215 S. WALNUT  
BLOOMINGTON, IN

PROJECT NUMBER:  
17084

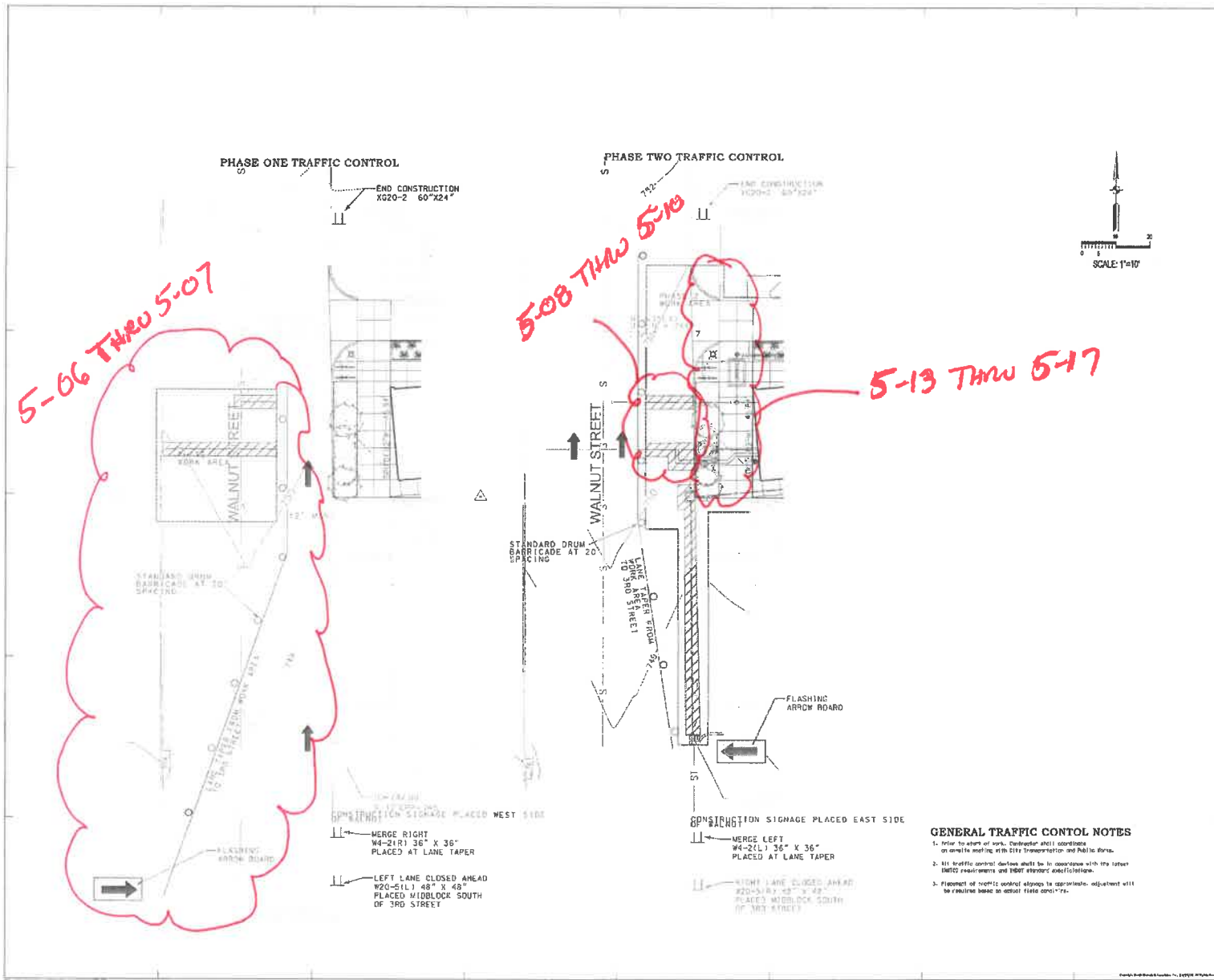
DATE:  
8/30/2018

DESIGNER:  
  
Andrew E. Steer  
8/30/2018

EXISTING OR APPROVAL  
MAINTENANCE OF  
TRAFFIC PLAN

SHEET NUMBER:  
C204

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ALL RIGHTS RESERVED



www.elsi.com.pl  
 Phone: (773) 954-1700  
 Fax: (773) 977-1254  
 804 Algonquin Road, Suite 330  
 Rosemont, IL 60018

CIVIL CONSULTING SERVICES:  
 JIMMY BASKOS & ASSOCIATES, INC.

STRUCTURAL CONSULTING SERVICES:  
 LYNDI HARRISON & BUNGEY, INC.

Mechanical - Plumbing - Electrical  
 CONSULTING SERVICES:  
 GENESI ENGINEERING GROUP

CITYSIDE 123, LLC  
 215 S. WALNUT  
 BLOOMINGTON, IN

PROJECT NUMBER:  
 17084

DATE:  
 8/30/2018

CONTRACTOR:

PROJECT DESCRIPTION:  
 MAINTENANCE PLAN

SHEET NUMBER:  
**C204**

THESE DRAWINGS ARE THE PROPERTY OF CITYSIDE 123, LLC. ALL RIGHTS RESERVED.

**GENERAL TRAFFIC CONTROL NOTES**

1. Prior to start of work, Contractor shall coordinate on area to working with City Transportation and Public Works.
2. All traffic control devices shall be in accordance with the latest MUTCD requirements and latest standard specifications.
3. Placement of traffic control devices to be appropriate, adjustment will be required based on actual field conditions.

ID	Task Mode	Task Name	Duration	Start	Finish	May 5, '19							May 12, '19						
						S	M	T	W	T	F	S	S	M	T	W	T	F	S
1		PHASE 1 WATER LINE WEST SIDE OF WALNUT ST.	2 days	Mon 5/6/19	Tue 5/7/19														
2		PHASE 2 WATER LINE EAST SIDE OF WALNUT ST.	2 days	Wed 5/8/19	Thu 5/9/19														
3		PAHSE 2 SANITARY LINE EAST SIDE OF WALNUT ST.	2 days	Thu 5/9/19	Fri 5/10/19														
4		PHASE 2 CONCRETE REMOVAL EAST SID OF WALNUT ST.	1 day	Mon 5/13/19	Mon 5/13/19														
5		PAHASE 2 GREASE INT. EAST SIDE OF WALNUT ST.	1 day	Tue 5/14/19	Tue 5/14/19														
6		PHASE 2 CONCRETE WORK EAST SIDE OF WALNUT ST.	3 days	Wed 5/15/19	Fri 5/17/19														

Project: Alexa utility work  
Date: Fri 4/19/19

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



## Board of Public Works Staff Report

---

**Project/Event:** Request from BRCJ for a one lane closure on E 10<sup>th</sup> St  
**Staff Representative:** Sara Gomez  
**Petitioner/Representative:** BRCJ/Andy Knust  
**Date:** April 30<sup>th</sup>, 2019

---

**Report:** BRCJ is requesting a one lane closure on E 10<sup>th</sup> St as part of the Teter Quadrangle utility improvement project located at 501 N Sunrise Dr. This request is to accommodate a water main tap. The traffic control would be in place from June 10<sup>th</sup> through June 15<sup>th</sup>, 2019.

BRCJ has supplied maintenance of traffic plans for all work. They have also coordinated with the adjacent IU facilities and CBU for their Jordan Ave water main project.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to BRCJ for the temporary one lane closure on E 10<sup>th</sup> St.

Recommend  Approval  Denial by

*Sara Gomez*



**Bledsoe Riggert Cooper James**  
LAND SURVEYING • CIVIL ENGINEERING • GIS

April 22, 2019

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

**Re: E 10th Street Lane Closure**

Dear Board Members:

Bledsoe Riggert Cooper James (BRCJ) is assisting Indiana University in the planning and design of a utility improvement project for Teter Quadrangle, located at 501 N Sunrise Drive. The project requires a new connection to a CBU water main located on the north side of Teter Quad, in the eastbound lane of E 10th Street. To allow for the completion of this project, a temporary lane closure is respectfully requested on 10th Street between N Jordan Avenue and N Sunrise Drive. Please include this matter for your consideration at the April 30, 2019 Board of Public Works meeting.

The closure is anticipated to occur between the dates of June 10 and June 15, 2019. At least one lane will remain open for traffic at all times during the closure. Please refer to the attached Maintenance of Traffic Plan and Site Improvement Plan for details.

Adjacent parcels on 10th Street are primarily owned by IU Board of Trustees and/or IU Foundation. However, one notification has been sent to private landowners at 1829 and 1831 E 10th Street.

IU and BRCJ will coordinate with CBU, City of Bloomington Planning and Transportation Department, transit providers, and local law enforcement to ensure that this restriction and closure information is well communicated.

If you have any questions concerning this matter, please contact me at (812) 336-8277.

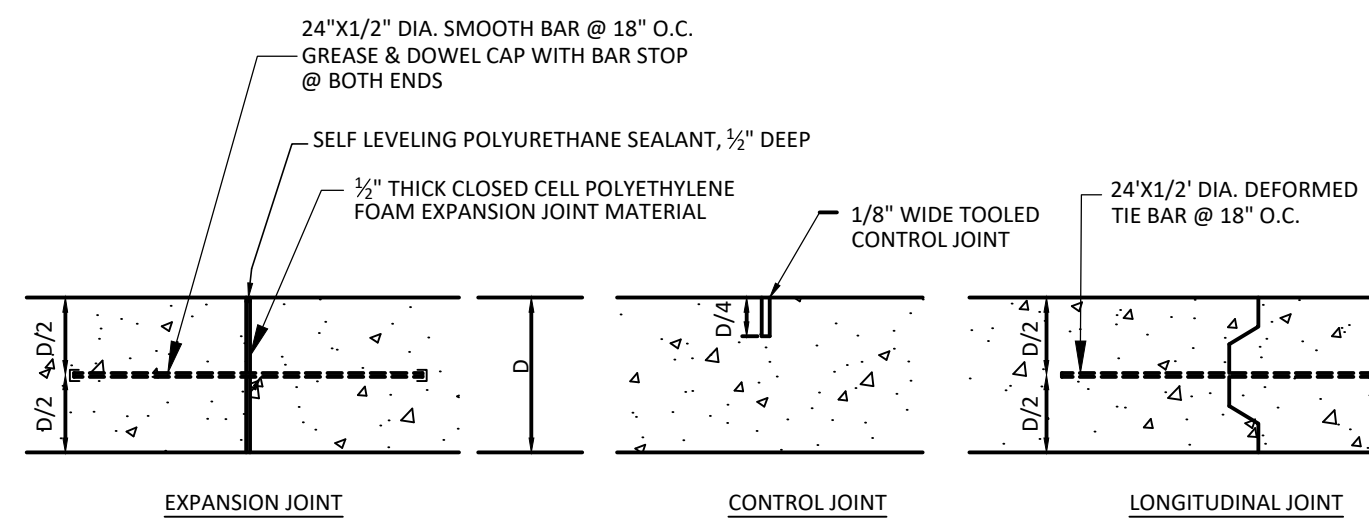
Sincerely,



Andrew E Knust, PE

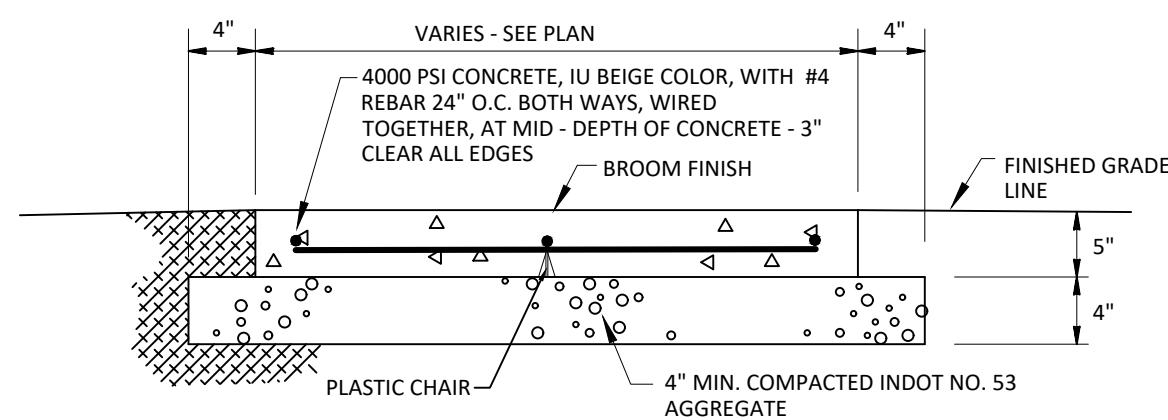
Bledsoe Riggert Cooper James  
1351 West Tapp Road  
Bloomington, IN 47403

812-336-8277

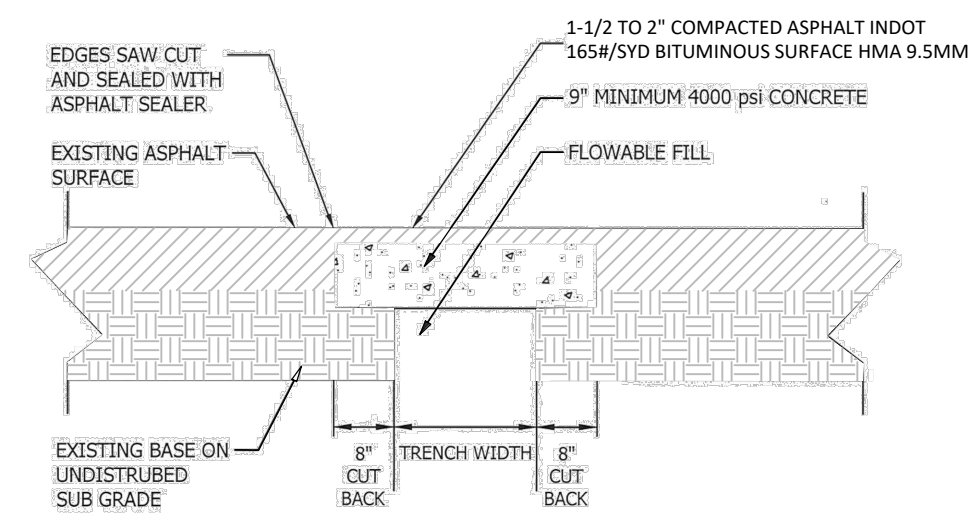


NOTE: CONSTRUCT EXPANSION JOINTS AT 40' MAX. AND CONTROL JOINTS AT 10' MAX. UNLESS OTHERWISE NOTED

### CONCRETE JOINT DETAILS

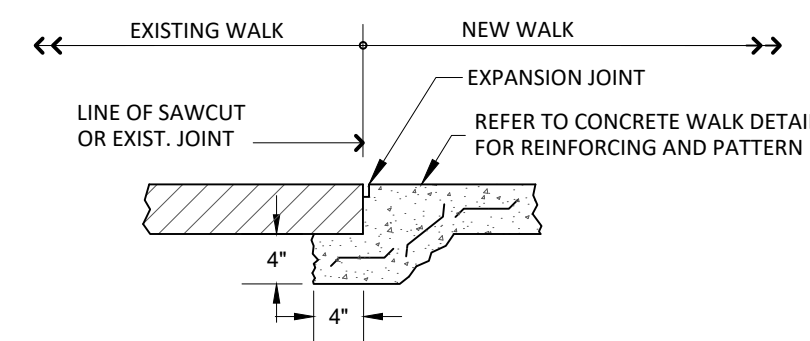


### CONCRETE PAVEMENT/SIDEWALK

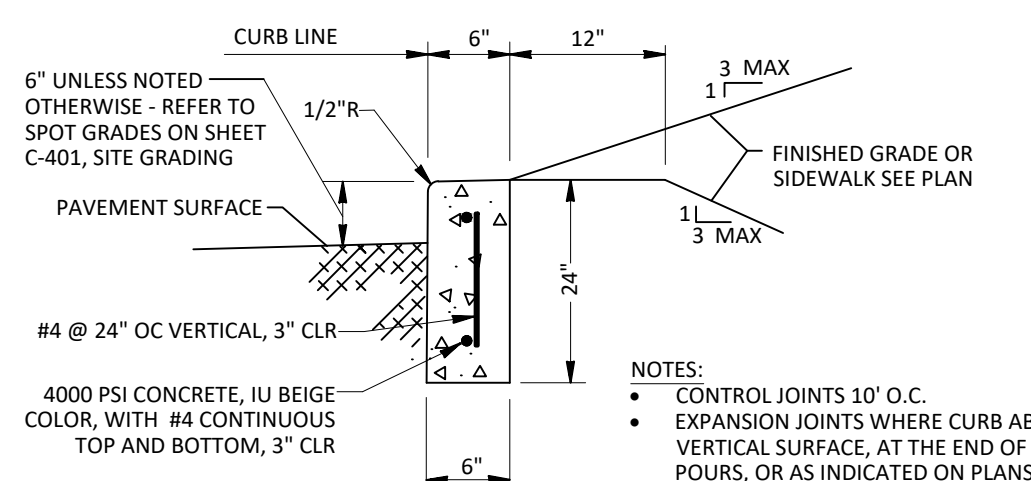


ASPHALT SURFACE STREET CUT REPAIR

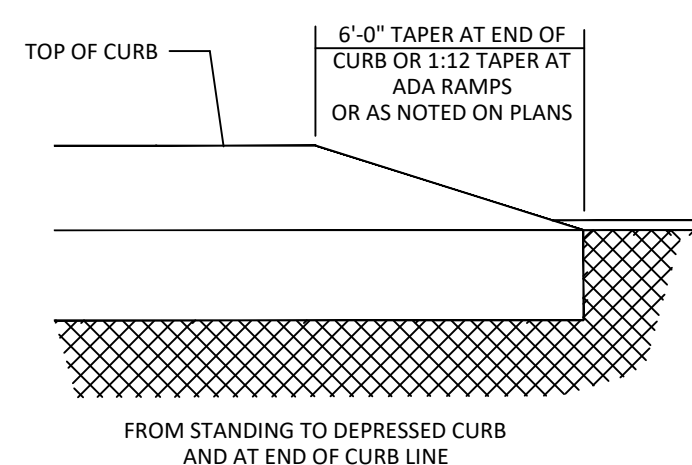
### ASPHALT PAVEMENT PATCH



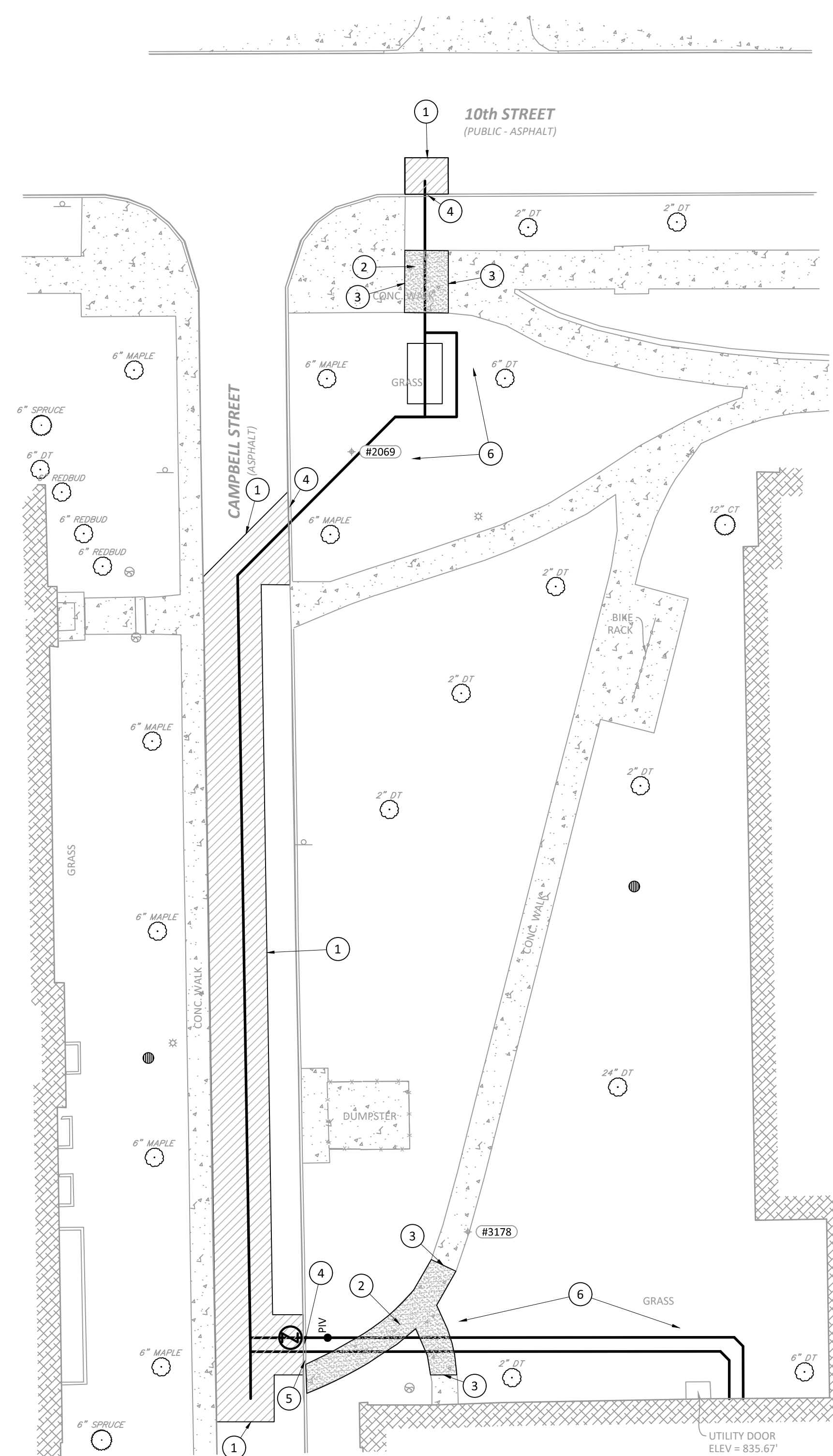
### NEW CONCRETE TO EXISTING CONCRETE



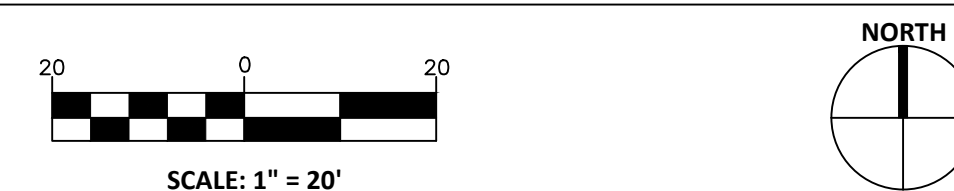
### STANDING CONCRETE CURB



### CONCRETE CURB TRANSITION



### SITE IMPROVEMENT PLAN



### GENERAL NOTES

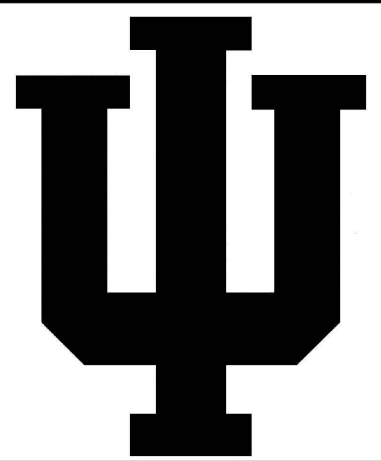
- ALL DIMENSIONS ARE TO FACE OF CURB, POINT OF TANGENCY, EDGE OF PAVEMENT, EDGE OF WALK, FACE OF BUILDING OR FENCELINE, UNLESS OTHERWISE NOTED. CURB RETURN RADI ARE TO FACE OF CURB. COORDINATE DIMENSIONS WITH ARCHITECTURAL. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- ALL DISTURBED AREAS SHALL RECEIVE 6" OF TOP SOIL, SOD, OR BE IMPROVED AS NOTED OTHERWISE.
- SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL STREET CUTS FOR UTILITIES AND OTHER IMPROVEMENTS SHALL BE REPAIRED PER ASPHALT PAVEMENT PATCH DETAIL.

### PLAN NOTES

- ASPHALT PAVEMENT PATCH - REFER TO DETAIL
- CONCRETE SIDEWALK - REFER TO DETAIL
- EXISTING CONCRETE TO NEW CONCRETE - REFER TO DETAIL
- STANDING CONCRETE CURB - REFER TO DETAIL
- CONCRETE CURB TRANSITION - REFER TO DETAIL
- RESTORE ALL UNPAVED AREAS DISTURBED DURING CONSTRUCTION WITH SOD

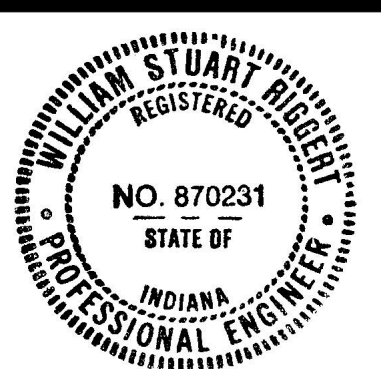
### LEGEND

- LIMITS OF NEW ASPHALT PAVEMENT PATCH
- LIMITS OF NEW 5" THICK CONCRETE PAVING



1351 West Tapp Road  
Bloomington, Indiana 47403  
Phone: 812.336.8277  
Fax: 812.336.0817  
www.brcjcivil.com

BLOOMINGTON    BEDFORD    PAOLI



W.S.B.

### 20181838 - BLO00A Domestic Water Meter Vault (Teter Quad)

Indiana University  
Bloomington, IN  
BRCJ Project No: 10027

### SITE IMPROVEMENT PLAN AND DETAILS

SCALE: NOT TO SCALE

Date: 4/1/2019 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
Designed By: AEK  
Checked By: WSR

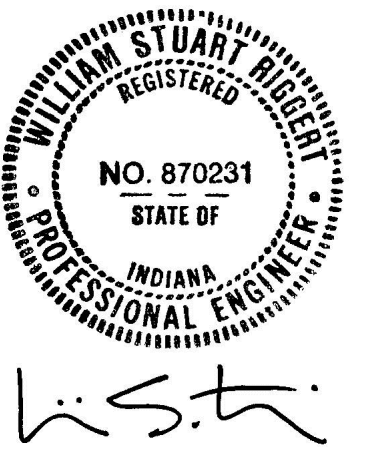
C201





**BRCJ**  
 BROTHER RIGGOTT COOPER JAMES  
 LAND SURVEYORS - CIVIL ENGINEERS - GIS  
 1351 West Tapp Road  
 Bloomington, Indiana 47403  
 Phone: 812.336.8277  
 Fax: 812.336.0817  
 www.brcjcivil.com

BLOOMINGTON BEDFORD PAOLI



*W.S.B.*

**20181838 - BL000A  
 Domestic Water Meter  
 Vault (Teter Quad)**

Indiana University  
 Bloomington, IN  
 BRCJ Project No: 10027

**MAINTENANCE OF  
 TRAFFIC PLAN -  
 SINGLE LANE CLOSURE**

SCALE: NOT TO SCALE

Date: 4/1/2019 Issue: CONSTRUCTION DOCUMENTS

**REVISION SCHEDULE**

Rev. #	Rev. Description:	Issue Date

**GENERAL NOTES**

- CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN THE CITY OF BLOOMINGTON'S STREETS AND ALLEYS. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND BE INSTALLED FOR A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO CLOSING ANY STREET, ALLEY OR PORTION THEREOF. THE CONTRACTOR SHALL CONTACT THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AT (812) 349-3423 TO MAKE NECESSARY ARRANGEMENTS.
- TWO-WAY TRAFFIC MUST BE MAINTAINED DURING CONSTRUCTION WITH THE USE OF FLAGGERS AS NEEDED.
- TRENCHES SHALL BE FILLED DAILY OR COVERED WITH METAL PLATES TO PREVENT ACCESS DURING NON-WORK HOURS.
- CONSTRUCTION WORK AREA SHALL BE FILLED BACK EACH EVENING SO THAT 10TH STREET CAN BE OPEN TO TWO-WAY TRAFFIC DURING NON-WORK HOURS.
- SAMPLE MAINTENANCE OF TRAFFIC PLAN SHOWING WORK ON EAST-BOUND LANE. REVERSE CHANNELIZING DRUM PATTERN FOR WORK ON WEST-BOUND LANE, IF REQUIRED.
- POSTED SPEED LIMIT ALONG THIS STRETCH OF 10TH STREET IS 30 MPH.
- CONTRACTOR SHALL SECURE CITY OF BLOOMINGTON ROW EXCAVATION PERMIT AND ALL ASSOCIATED BONDS AND INSURANCE PRIOR TO WORKING IN 10TH STREET OR ADJACENT SIDEWALK.

**LEGEND**

- CHANNELIZING DRUM - INDOT STANDARD
- CONSTRUCTION SIGN - SIZE AND SHAPE PER MUTCD
- FLAGGER POSITION
- BARRICADE - INDOT TYPE III
- PROJECT SITE FENCING

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

**C401**





## Board of Public Works Staff Report

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**Project/Event:** Request for use of public right-of-way to close E. 10<sup>th</sup> Street from N. Jordan Avenue to N. Fee Avenue

**Staff Representative:** Liz Carter

**Petitioner/Representative:** South Central Roofing, Inc.

**Date:** April 30, 2019

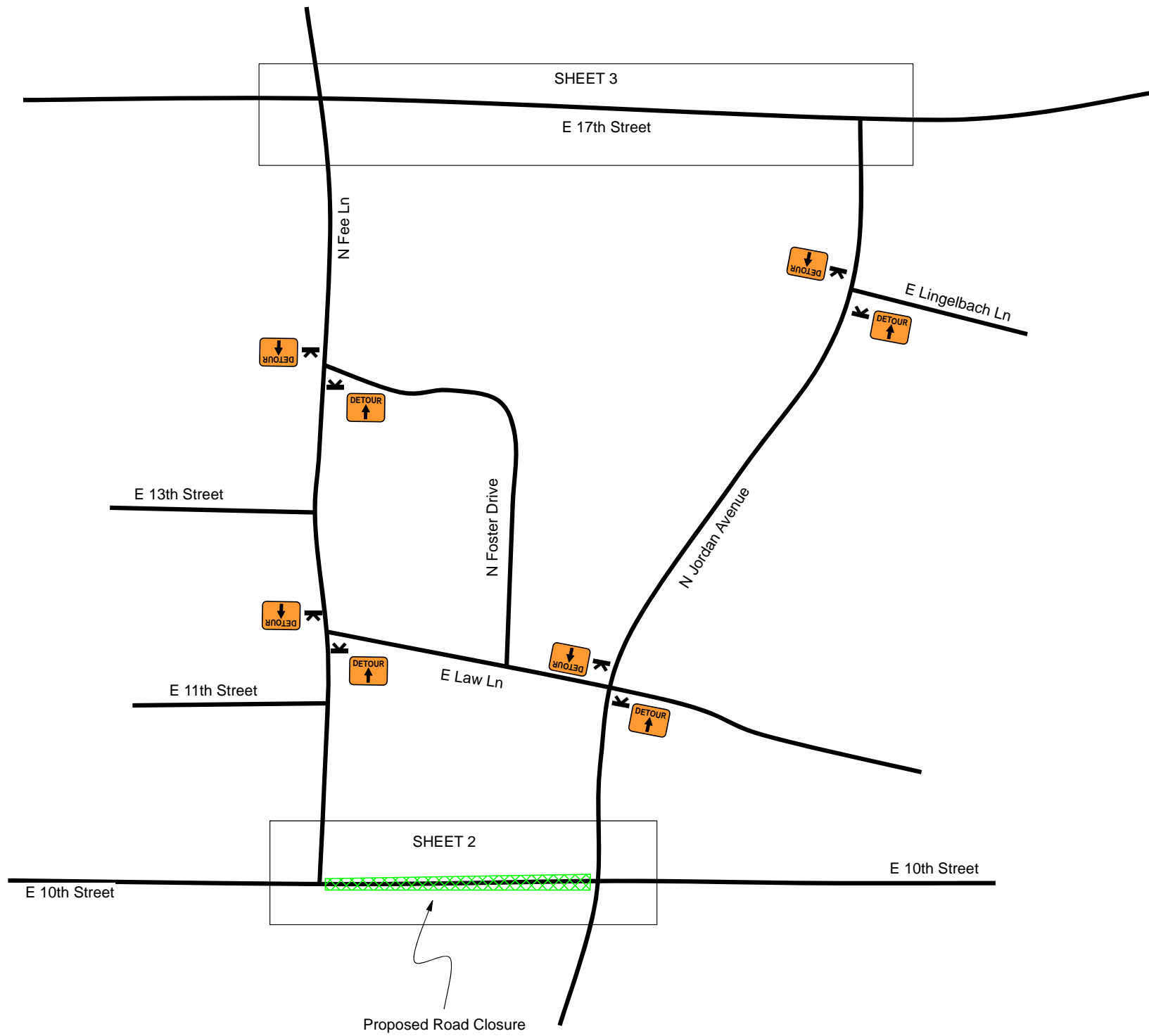
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**Report:** South Central Roofing (SCR) has been contracted by IU to do work on the Wells Library roof. In order to get materials onto the roof, SCR will need a very large crane which will be placed in East Tenth Street. The placement of the crane will necessitate a full closure of Tenth Street as well as the sidewalk directly adjacent to the library.

An informational sign will be posted a week in advance of the closure to let the public know the closure is coming. All signage and barricades is to be MUTCD compliant. Finally, staff has reached out to City, IU, and MCCSC buses as well as Police, Fire, and EMS to ask for input on the closure. Staff has not received any responses from these entities.

**Recommendation and Supporting Justification:** IU is fully in support of this closure. Staff also supports approval of this request for use of right-of-way.

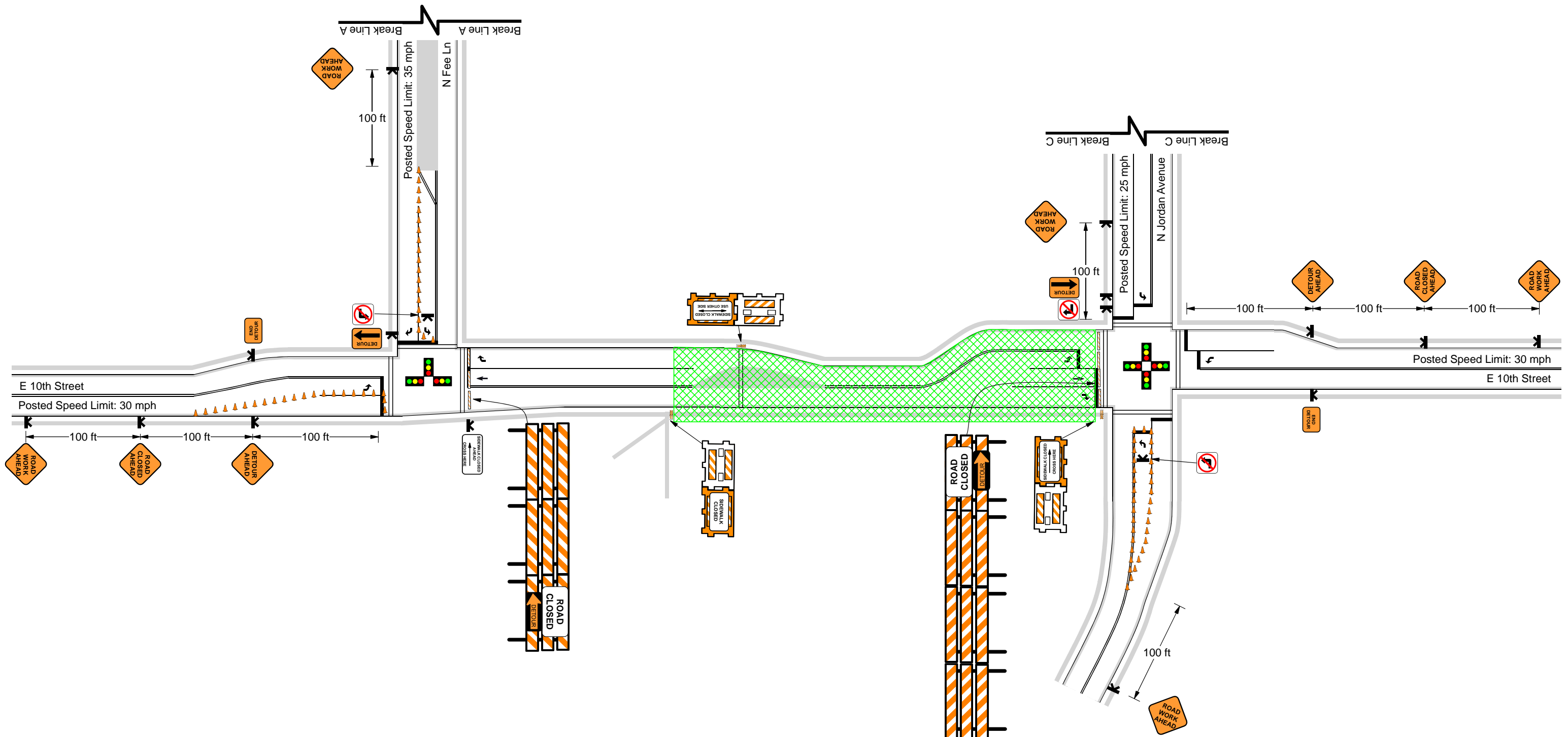
**Recommend**  **Approval**  **Denial** by Liz Carter



N

Legend	
	ADA Pedestrian Barricade
	Cone
	Portable Sign Stand
	Type III Barricade
	Work Area

	<p><b>Date:</b> 04/17/2019 <b>Author:</b> M. Winarski <b>Project:</b> E 10th Street - Bloomington, IN  <b>Customer:</b> South Central Roofing <b>Quote#:</b> 11397 <b>Reviewer:</b> T. Garver</p>
	<p><b>Comments:</b>          Type of Road: Urban Residential          Traffic Volume: Light to Moderate</p>
	<p>All signs &amp; devices shall be placed in accordance with the latest provisions of Indiana Manual for Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the City of Bloomington.</p> <p>Access to residential and commercial driveways to be maintained at all times.</p> <p>PLANS ARE NOT TO SCALE</p>



Legend	
	ADA Pedestrian Barricade
	Cone
	Portable Sign Stand
	Type III Barricade
	Work Area

**Date:** 04/17/2019 **Author:** M. Winarski **Project:** E 10th Street - Bloomington, IN  
**Customer:** South Central Roofing **Quote#:** 11397 **Reviewer:** T. Garver

**Comments:**  
 Type of Road: Urban Residential  
 Traffic Volume: Light to Moderate

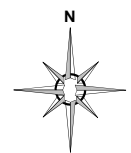
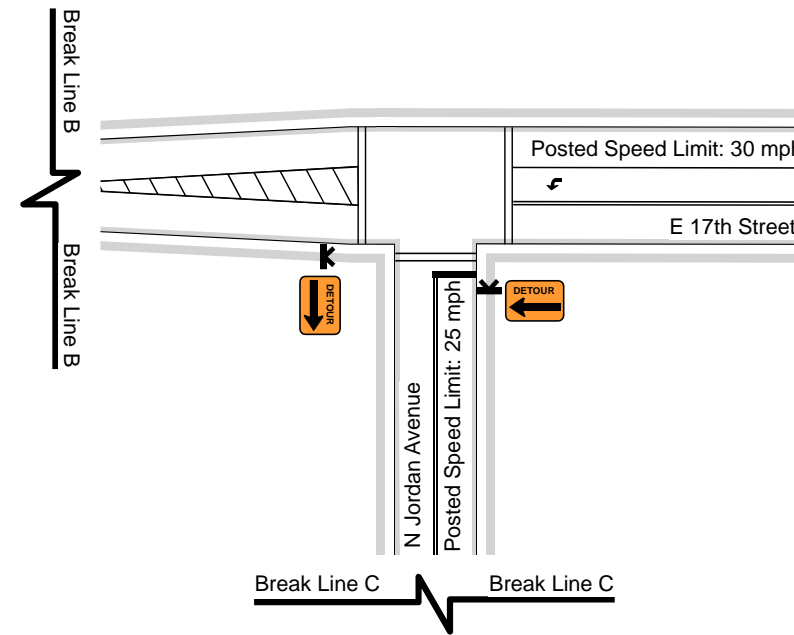
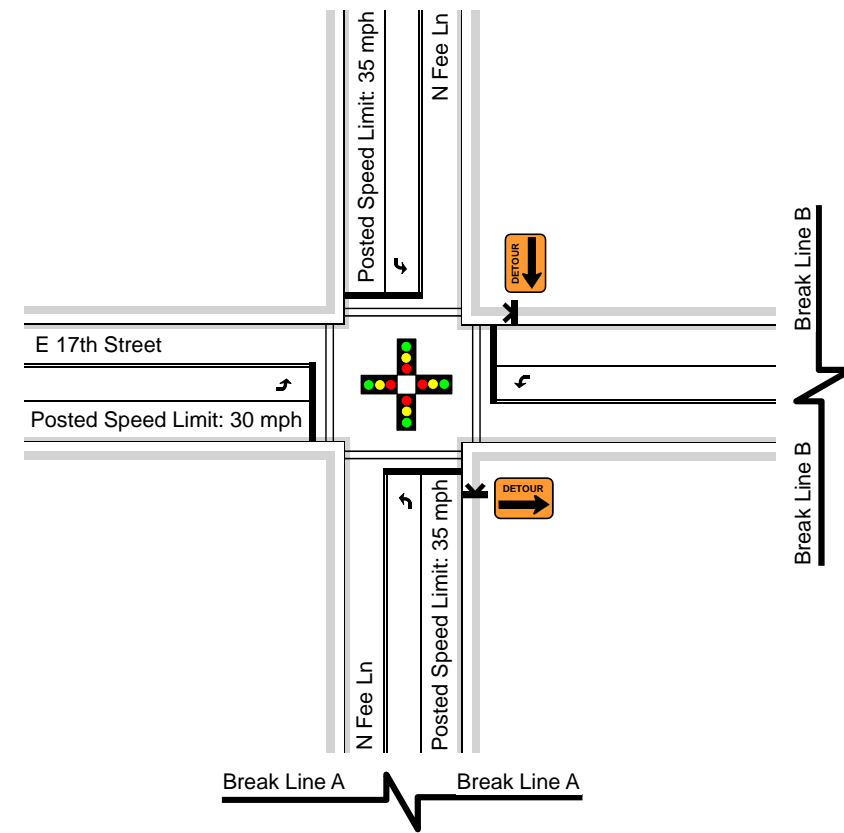
All signs & devices shall be placed in accordance with the latest provisions of Indiana Manual for Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the City of Bloomington.

Access to residential and commercial driveways to be maintained at all times.

PLANS ARE NOT TO SCALE







Legend	
	ADA Pedestrian Barricade
	Cone
	Portable Sign Stand
	Type III Barricade
	Work Area

**Date:** 04/17/2019 **Author:** M. Winarski **Project:** E 10th Street - Bloomington, IN  
**Customer:** South Central Roofing **Quote#:** 11397 **Reviewer:** T. Garver

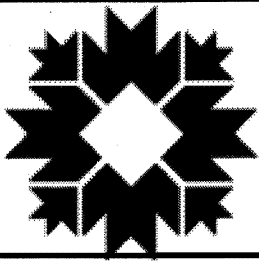
**Comments:**  
 Type of Road: Urban Residential  
 Traffic Volume: Light to Moderate

All signs & devices shall be placed in accordance with the latest provisions of Indiana Manual for Uniform Traffic Control Devices (IMUTCD) with respect to any applicable provisions from the City of Bloomington.

Access to residential and commercial driveways to be maintained at all times.

PLANS ARE NOT TO SCALE





# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: 1320 E 10th St (Street) W OF WELLS LIBRARY TO JORDAN AVE (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure
- One Traffic Lane
- 2 or more Traffic Lanes
- Alley
- Sidewalk/Multiuse Path/Trail
- Bike Lane
- Parking Lane

Reason for Closure:

- Work on Sidewalk/Multiuse Path/Trail
- Work in Street
- Loading and Unloading
- Utility Work
- Special Event
- Work on Private Property

Other: ROOF WORK

Date(s) of Closure: From 05/06/2019 To 05/19/2019  
> 2 weeks?  Yes  No

Start Time: 7:00 a.m. / p.m.  
End Time: 7:00 a.m. (p.m.)

Overnight Closure Required:  Yes  No

The applicant hereby certifies and agrees as follows:  
(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

#### Applicant Information:

Name or Organization: SOUTH CENTRAL ROOFING, INC.

Contact Person (Printed Name): AMANDA WILLIAMS

Contact Email: scrood@comcast.net Contact Phone No.: 812.579.5733

Signature: Amanda Williams Date: 04.11.2019

#### For Office Use Only

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Request to extend use of public right-of-way during construction of 201 S. College Ave

**Staff Representative:** Liz Carter

**Petitioner/Representative:** Strauser Construction Company, Inc.

**Date:** April 30, 2019

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**Report:** Strauser originally signed an MOU with the City in August of 2018 in order to block sidewalks and metered parking to construct a renovation and expansion at 201 S. College Ave. Part of the MOU included creating walk-arounds for pedestrian use.

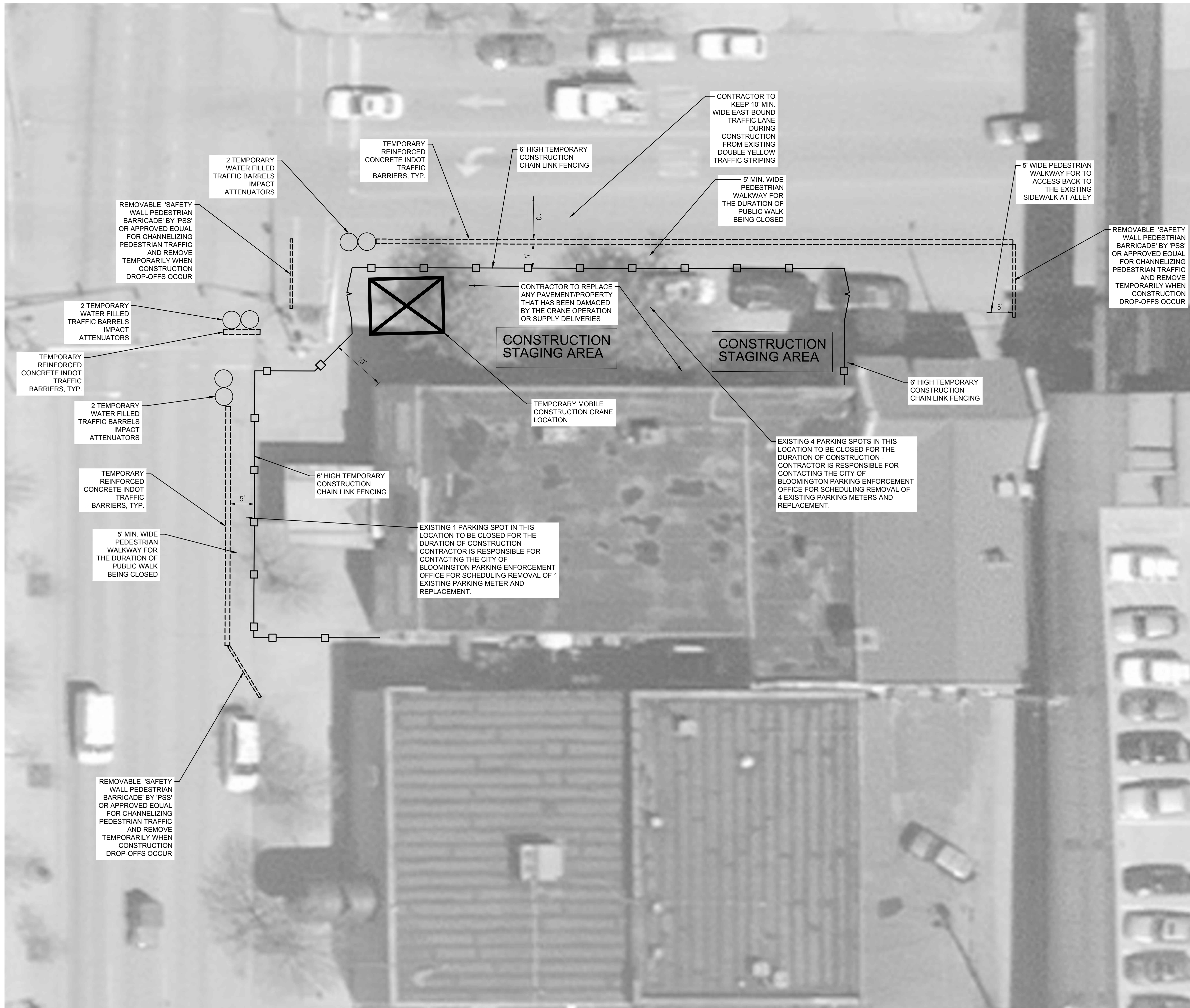
Strauser lost a few days of work in late September because there was right-of-way use permission that overlapped with the Lotus Festival. At that time, Strauser was very accommodating to Lotus and allowed Lotus to use the metered spaces that Strauser had paid for and blocked off. The City did not reimburse Strauser for the meter fees, but rather asked that Strauser wait until the end of the project to see if any extension would be needed. The meter fees that would be a part of the extension being requested are off-set by the meter fees the City owes Strauser from the lost work days in September.

The original MOU must still be amended to reflect the new end date even if meter fees are unaffected.

**Recommendation:** Staff recommends approval of the amendment to the MOU and would like to again express appreciation for Strauser's accommodation.

**Recommend**  **Approval**  **Denial** by \_\_\_\_\_ Liz Carter \_\_\_\_\_





**GENERAL NOTES**

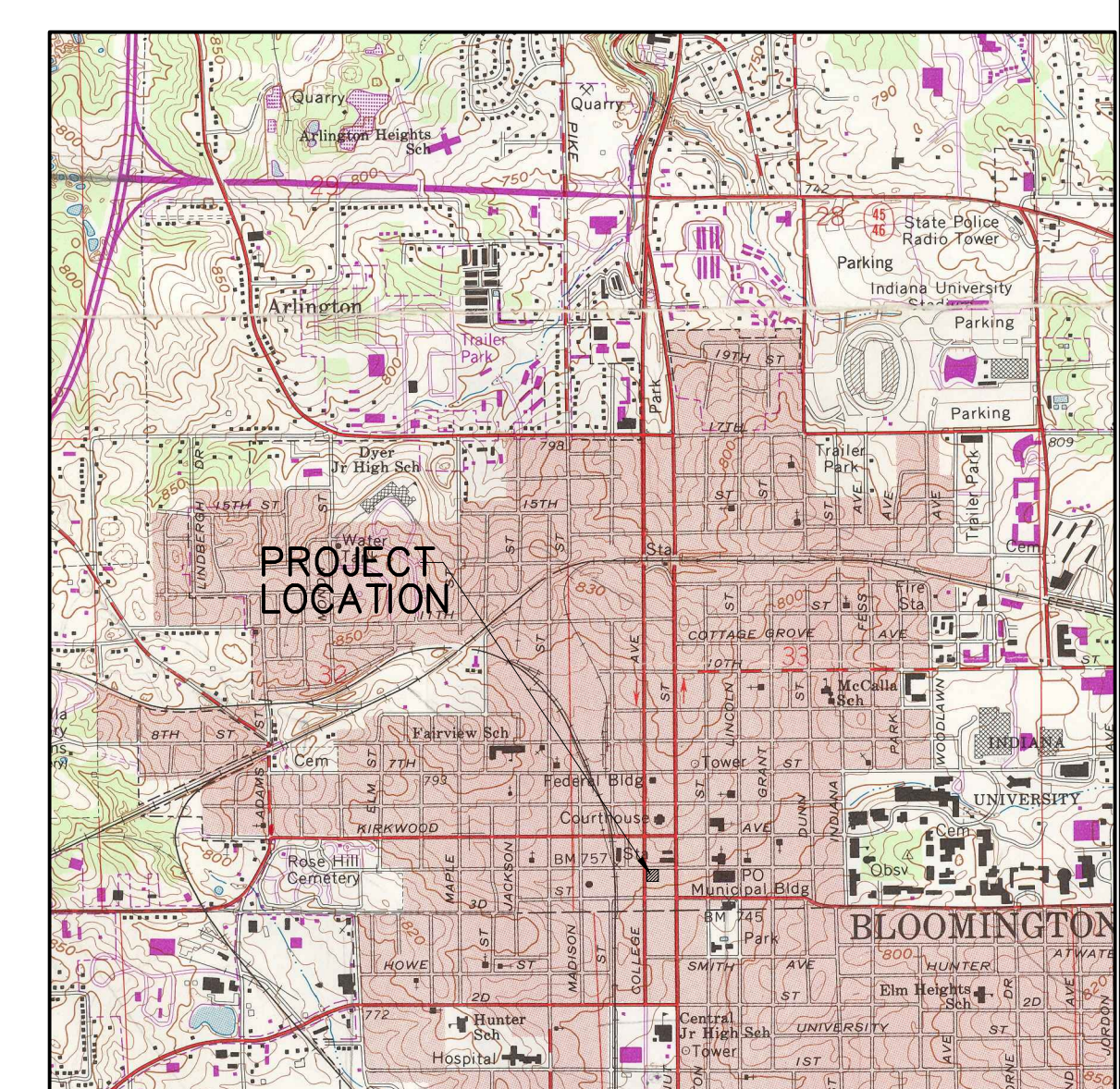
- 1. MOT AND UTILITY DESIGN BY BYNUM FANYO AND ASSOCIATES, 528 NORTH WALNUT STREET, BLOOMINGTON, INDIANA 47404. PHONE (812) 332-8030
- 2. DEVELOPER: KHAN BROTHERS, LLC - 3500 E. HOMESTEAD DRIVE, BLOOMINGTON, INDIANA 47401
- 3. PROJECT ADDRESS: 201 S. COLLEGE AVENUE, BLOOMINGTON, IN 47404
- 4. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
- 5. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- 6. FIRE SUPPRESSION COMPONENTS LOCATIONS SHALL BE APPROVED BY THE LOCAL FIRE MARSHALL AND/OR INSPECTOR PRIOR TO INSTALLATION.
- 7. EXISTING UTILITIES ON SITE SHALL BE RELOCATED AS REQUIRED. CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH RELOCATION.
- 8. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.

**UTILITY CONTACT INFORMATION**

GAS	SEWER AND WATER	ELECTRIC
VECTREN 205 S. MADISON ST. BLOOMINGTON, IN 47401 DOUG ANDERSON (812)330-4009	CITY OF BLOOMINGTON UTILITIES 600 E. MILLER DR. BLOOMINGTON, IN 47402 NANCY AXSOM (812)349-3689	DUKE ENERGY 1619 W. DEFFENBAUGH ROAD KOKOMO, INDIANA 46902 JIM SHIELDS (317)375-2071
TELEPHONE	CABLE TELEVISION	UNDERGROUND UTILITY LOCATION
AT&T P.O. BOX 56 BLOOMINGTON, IN 47402 BRENT McCABE (812)334-4521	COMCAST 2450 SOUTH HENDERSON STREET BLOOMINGTON, IN 47404 SCOTT TEMPLETON (812)355-7822	INDIANA UNDERGROUND PLANT PROTECTION 1-(800)382-5544

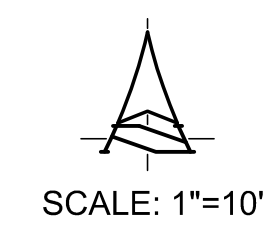


**DIAL '811' BEFORE YOU DIG**  
 PER INDIANA STATE LAW IC8-1-26.  
 IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



**NOTE TO CONTRACTOR**

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.



revisions:

ARCHITECTURE  
 CIVIL ENGINEERING  
 PLANNING

**BBB**  
 BYNUM FANYO & ASSOCIATES, INC.

Bloomington, Indiana  
 (812) 339-2990 (Fax)

528 north walnut street  
 (812) 332-8030

certified by:

**PROPOSED  
 201 SOUTH COLLEGE EXPANSION**

201 SOUTH COLLEGE AVENUE  
 BLOOMINGTON, INDIANA 47404

title: SITE SAFETY & MAINTENANCE OF TRAFFIC PLAN

designed by: DJB  
 drawn by: DJB  
 checked by: JSF  
 sheet no: C101  
 project no.: 401832



**First Amendment to** Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Strauser Construction Company, Inc

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Strauser Construction Company, Inc, (hereafter “Strauser”) outlines the binding conditions placed upon and agreed to by Strauser, in exchange for use by Strauser, its agents and subcontractors, of certain public right of way during the construction of a building at 201 South College Avenue in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This First Amendment to the MOU shall cover the time period from August 27<sup>th</sup>, 2018, through **May 4, 2019**, inclusive.
2. Planning and Transportation shall allow Strauser to block and restrict from general public usage the space along the east side of College Avenue and the south side of 4<sup>th</sup> Street and directly adjacent to the Construction Site as depicted in Exhibit “A”.
3. Strauser, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Strauser shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Strauser, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Strauser shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Strauser.
6. Strauser shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Strauser shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU and depicted on Exhibit A. The City waives no right to make

claims for any damages incurred as a result of work described in this MOU and performed by Strauser, their employees, agents, contractors and subcontractors.

7. Strauser, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project **or from making any modification to the terms of this MOU**, in addition to any remedy or action spelled out in this MOU or available under law.
10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
11. Strauser, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Strauser's use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
12. Strauser shall pay, in advance, for any and all meter fees associated with the closure of the five (5) adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Strauser has requested a thirty-five (35) week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this MOU, beginning August 27, 2018 and ending April 29, 2019 are Twelve Thousand One Hundred and Twenty Five Dollars and Zero Cents (\$12,125.00). **There will be no additional meter fees for the 3 day time extension because Strauser paid meter fees during a special event but could not use the metered spaces at that time.**
13. In the event Strauser has not completed its work at the Construction Site by **May 4, 2019**, Strauser shall incur and agrees to pay meter fees of Sixty Dollars and Zero Cents (\$60.00) per day for each working day after **May**



**4, 2019**, that Strauser continues to use public right of way at the Construction Site.

14. Prior to beginning work, Strauser, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Strauser, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Ryan Strauser, Co-Owner of Strauser, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

**Board of Public Works**

**Strauser Construction Company**

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

By: \_\_\_\_\_  
Ryan Strauser, Co-Owner

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

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

By: \_\_\_\_\_  
Dana Palazzo, Secretary

Date: April 30, 2019



## Board of Public Works Staff Report

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**Project/Event:** Award Construction Contract for the Kirkwood Avenue Maintenance Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** 04/30/2019

---

**Report:** On April 29th, 2019 City Staff will open sealed bids for the reconstruction of crosswalks on East Kirkwood Avenue from Walnut Street to Indiana Avenue. Pending the bids being in proper form, and a lowest responsive and reasonable bidder can be determined, Staff will be recommending an award of a construction contract. Construction of this project will begin in early May and be completed towards the end of July. The work will require full closure of intersections along Kirkwood Avenue. Additionally, the contract will specify that Kirkwood must be open for the July 4th Parade.

**Recommendation and Supporting Justification:** City Staff has reviewed the bids and is recommending that the Board award the construction contract to the lowest responsive and responsible bidder.

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

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

CONTRACTOR

FOR

**Kirkwood Avenue Maintenance Project**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and \_\_\_\_\_ (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the reconstruction of crosswalks, installation of protective bollards, and milling and repaving East Kirkwood Avenue from Walnut Street to Indiana Avenue.** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within 75 (seventy-five) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him or her 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** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. 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 Bid Form, the Owner requires that retainage be held set out below.

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

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

### **5.05 Insurance**

#### **5.05.01**



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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

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

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

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

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

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

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

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

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

#### **5.11 Amendments/Changes**

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

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

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

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

#### **5.12 Performance Bond and Payment Bond**

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

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

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

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



**5.13.01** The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

**5.14** **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington		
Attn: Roy Aten, Senior Project Manager		
401 N. Morton St, Suite 130		
Bloomington, Indiana 47404		

**5.15** **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

**5.16** **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within ten (10) 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 ten (10) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17** **Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

**5.17.03** Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18** **Verification of Employees’ Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors

verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Member

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

BY:

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Contractor Representative

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**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

Kirkwood Avenue Maintenance Project

This project shall include, but is not limited to, the reconstruction of crosswalks, installation of protective bollards, and milling and repaving East Kirkwood Avenue from Walnut Street to Indiana Avenue.

DRAFT



**ATTACHMENT 'B'**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;  
COST RECOVERY**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	<b>\$ _____</b>

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA )
)SS:
COUNTY OF \_\_\_\_\_)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned 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 INDIANA )
)SS:
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public's Signature
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_
County of Residence: \_\_\_\_\_



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:

COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

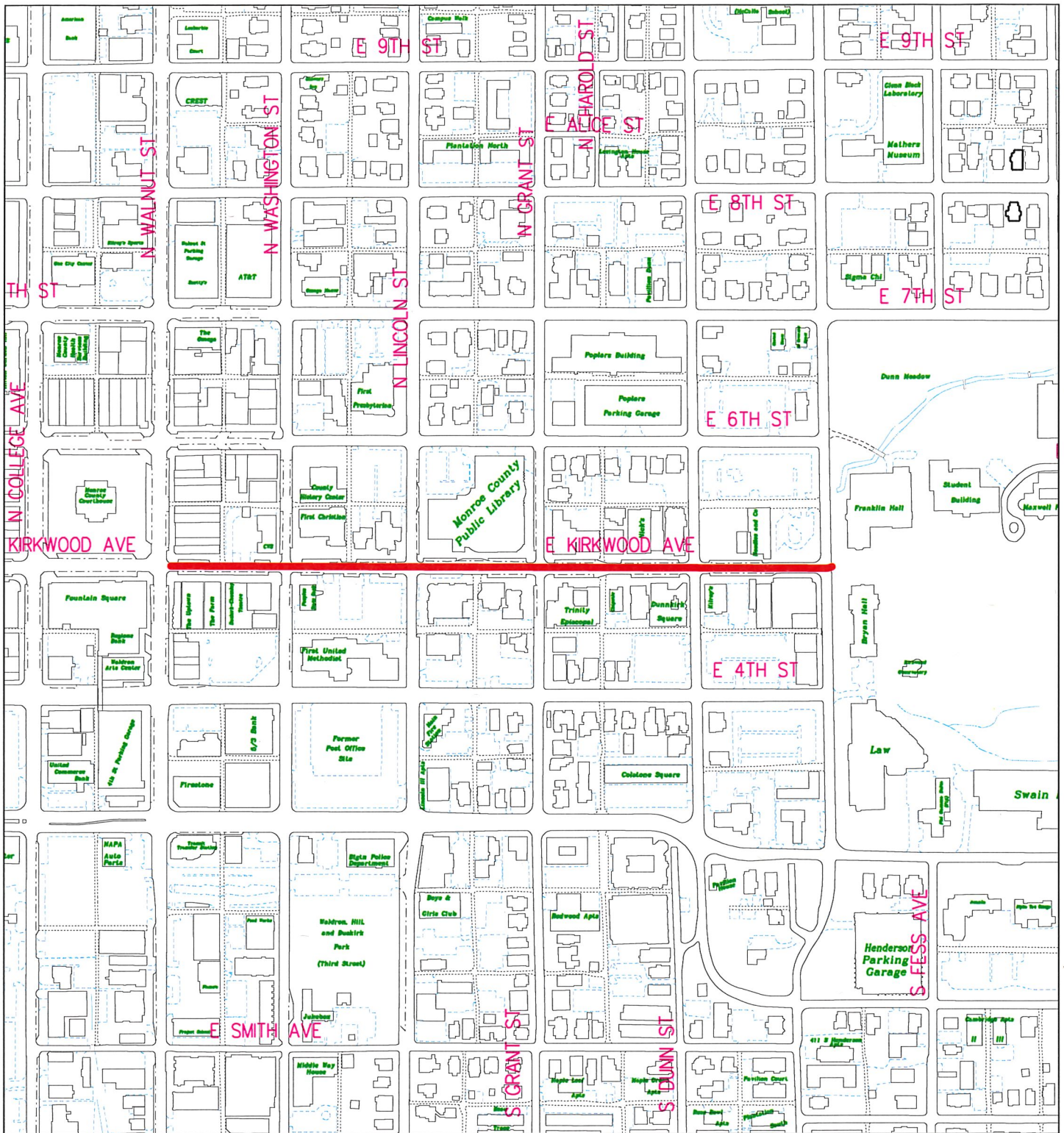
County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

DRAFT

ATTACHMENT 'E'

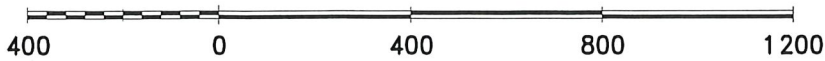
DRAFT





Kirkwood Avenue Maintenance Project  
 From Walnut Street to Indiana Avenue

By: ateno  
 25 Apr 19



For reference only; map information NOT warranted.

City of Bloomington



Scale: 1" = 400'



# Board of Public Works Claim Register

Invoice Date Range 04/22/19 - 05/03/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43370 - Other Sales				
Steven Erickson	01-refund adoption fee-feline		05/03/2019	15.00
	Account 43370 - Other Sales Totals		1	\$15.00
Account 43430 - Animal Adoption Fees				
Monika Diaz	01-refund adoption fee-canine		05/03/2019	75.00
Steve Stanley	01-refund adoption fee-canine		05/03/2019	27.50
Stephanie Stewart	01-refund adoption fee		05/03/2019	75.00
	Account 43430 - Animal Adoption Fees Totals		3	\$177.50
Account 43450 - Boarding Fees				
Steven Erickson	01-refund adoption fee-feline		05/03/2019	15.00
	Account 43450 - Boarding Fees Totals		1	\$15.00
Account 43460 - Medical				
Steven Erickson	01-refund adoption fee-feline		05/03/2019	7.00
	Account 43460 - Medical Totals		1	\$7.00
Account 46080 - Animal Control Violations				
Steven Erickson	01-refund adoption fee-feline		05/03/2019	20.00
	Account 46080 - Animal Control Violations Totals		1	\$20.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-chair mat		05/03/2019	78.99
	Account 52110 - Office Supplies Totals		1	\$78.99
Account 52210 - Institutional Supplies				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-flea treatment-3/4/2019		05/03/2019	739.90
4045 - Datamars, INC	01-microchip scanner-4/15/2019		05/03/2019	635.95
4045 - Datamars, INC	01-microchips-400		05/03/2019	2,458.25
313 - Fastenal Company	01-respirator-4/9/2019		05/03/2019	32.00
313 - Fastenal Company	01-squeegee-4/9/2019		05/03/2019	37.73
313 - Fastenal Company	01-squeegee blades-4/5/2019		05/03/2019	52.46
313 - Fastenal Company	01-white board cleaner		05/03/2019	7.71
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline food-4/12/19		05/03/2019	308.64
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-4/12/19		05/03/2019	85.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-4/4/19		05/03/2019	84.73
4633 - Midwest Veterinary Supply, INC	01-nebulizer, sedatives, antiparasitics, medications-		05/03/2019	424.34
4137 - Patterson Veterinary Supply, INC	01-rabies book, syringes, vitamins-4/8/2019		05/03/2019	172.48
5819 - Synchrony Bank	01-Sawmill Creek Smokehouse Pig Ears		05/03/2019	38.50



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5819 - Synchrony Bank	01-commercial dishwasher detergent		05/03/2019	85.90
4666 - Zoetis, INC	01-diagnostics, vaccines-4/8/2019		05/03/2019	326.84
	Account 52210 - Institutional Supplies Totals		15	\$5,490.93
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-hitch pins for dog kennels		05/03/2019	26.10
413 - Bloomington Paint & Wallpaper Co	19-ACC-paint for the cat colony rooms		05/03/2019	51.05
413 - Bloomington Paint & Wallpaper Co	19-ACC-paint for the cat colony rooms		05/03/2019	31.11
4443 - The Sherwin Williams Company	19-ACC-paint-Kem Bond HS White		05/03/2019	47.39
4443 - The Sherwin Williams Company	19-ACC-paint, paint thinner		05/03/2019	332.24
4443 - The Sherwin Williams Company	19-ACC-paint brushes, paint trays, tray liners		05/03/2019	67.15
4443 - The Sherwin Williams Company	19-ACC-paint, paint pail		05/03/2019	283.98
	Account 52310 - Building Materials and Supplies Totals		7	\$839.02
Account 52430 - Uniforms and Tools				
4832 - Animal Care Equipment & Services, LLC	01-gloves-duty bite protection-3/21/2019		05/03/2019	277.62
	Account 52430 - Uniforms and Tools Totals		1	\$277.62
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dental, spay/neuter surgeries-4/9/2019		05/03/2019	1,081.31
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-recheck on surgery-4/16-4/17/19		05/03/2019	35.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-amputation, spay/neuter surgery, dental,		05/03/2019	614.13
	Account 53130 - Medical Totals		3	\$1,730.44
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 3/12-4/11/19		04/22/2019	267.48
	Account 53210 - Telephone Totals		1	\$267.48
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-4/16/19		05/03/2019	14.40
	Account 53220 - Postage Totals		1	\$14.40
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	963.60
	Account 53510 - Electrical Services Totals		1	\$963.60
	Program 010000 - Main Totals		37	\$9,896.98
Program 010001 - Donations Over \$5K				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	01-Jorvet elastic nylon tourniquet		05/03/2019	12.33
	Account 52210 - Institutional Supplies Totals		1	\$12.33
Account 52340 - Other Repairs and Maintenance				
413 - Bloomington Paint & Wallpaper Co	01-paint & paint supplies		05/03/2019	151.31
53005 - Menards, INC	01-wheelbarrow tray		05/03/2019	34.97





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52340 - Other Repairs and Maintenance Totals		2	\$186.28
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/28-4/15/19		05/03/2019	2,595.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-amputation, spay/neuter surgery, dental,		05/03/2019	299.69
	Account 53130 - Medical Totals		2	<u>\$2,894.69</u>
	Program 010001 - Donations Over \$5K Totals		5	<u>\$3,093.30</u>
	Department 01 - Animal Shelter Totals		42	<u>\$12,990.28</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Sandy Culbertson	14-refund over payment pkg citation J1600200		05/03/2019	<u>30.00</u>
	Account 46060 - Other Violations Totals		1	<u>\$30.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02-folders, laminating pouches		05/03/2019	<u>55.49</u>
	Account 52110 - Office Supplies Totals		1	<u>\$55.49</u>
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	02-Invitation to Bidders-4th St Pkg Garages-		05/03/2019	<u>132.16</u>
	Account 53320 - Advertising Totals		1	<u>\$132.16</u>
Account 53710 - Land Rental				
199 - Monroe County Government	02-stormwater fees-2019-1100 S. Weimer Road		05/03/2019	36.66
1136 - The Indiana Rail Road Company	02-Annual Lease Payment for Polly Grimshaw Trail		05/03/2019	<u>1,552.96</u>
	Account 53710 - Land Rental Totals		2	<u>\$1,589.62</u>
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	02-PC Reim-Mo Co Rec-encroachment for bike		05/03/2019	25.00
3472 - Lucity, INC	02-Annual license renewal for software-71/19-		05/03/2019	<u>10,177.02</u>
	Account 53990 - Other Services and Charges Totals		2	<u>\$10,202.02</u>
Account 54510 - Other Capital Outlays				
6767 - Morbark, LLC	20-Brush Chipper-3/15/2019		05/03/2019	<u>59,000.00</u>
	Account 54510 - Other Capital Outlays Totals		1	<u>\$59,000.00</u>
	Program 020000 - Main Totals		8	<u>\$71,009.29</u>
	Department 02 - Public Works Totals		8	<u>\$71,009.29</u>
Department 03 - City Clerk				
Program 030000 - Main				
Account 52110 - Office Supplies				
5943 - DP Trading, INC (The Pin Center)	03- logo lapel pins-300		05/03/2019	<u>537.00</u>
	Account 52110 - Office Supplies Totals		1	<u>\$537.00</u>
Account 53310 - Printing				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3892 - Midwest Color Printing, INC	03-business cards-250 each-N. Sigler & S. Lucas		05/03/2019	73.00
	Account 53310 - Printing Totals		1	\$73.00
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Public Notices-Res. 19-03-#627011 & #627049		05/03/2019	154.45
	Account 53320 - Advertising Totals		1	\$154.45
	Program 030000 - Main Totals		3	\$764.45
	Department 03 - City Clerk Totals		3	\$764.45
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
1138 - BCT Management, INC	04 An Evening w/ James Balog and The Human		05/03/2019	1,926.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,926.00
	Program 040000 - Main Totals		1	\$1,926.00
	Department 04 - Economic & Sustainable Dev Totals		1	\$1,926.00
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10 legal books West Thomson Reuters		05/03/2019	198.25
	Account 52410 - Books Totals		1	\$198.25
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10 legal online West Thomson Reuters		05/03/2019	337.40
	Account 53910 - Dues and Subscriptions Totals		1	\$337.40
	Program 050000 - Main Totals		2	\$535.65
	Department 05 - Common Council Totals		2	\$535.65
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for Jeff Underwood		05/03/2019	118.75
6530 - Office Depot, INC	06-Chair mat replacement for L Beasley		05/03/2019	35.36
371 - Pitney Bowes, INC	06-Red ink cartridge for mail machine		05/03/2019	154.04
	Account 52420 - Other Supplies Totals		3	\$308.15
	Program 060000 - Main Totals		3	\$308.15
	Department 06 - Controller's Office Totals		3	\$308.15
Department 09 - CFRD				
Program 090000 - Main				
Account 53160 - Instruction				
7956 - Beverly Calendar Anderson	09-2 tickets to Middle Way House Spring Luncheon-		05/03/2019	60.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account 53160 - Instruction Totals	1	<u>\$60.00</u>
		Program 090000 - Main Totals	1	<u>\$60.00</u>
		Department 09 - CFRD Totals	1	\$60.00
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
50587 - Barnes & Thornburg LLP	10 legal services on municipal matters		05/03/2019	381.00
205 - City Of Bloomington	10-PC Reim-Mo Co Rec-waiver-748 E. Holland		05/03/2019	25.00
608 - Krieg Devault, LLP	10 legal services on governmental matters Krieg		05/03/2019	<u>2,500.00</u>
	Account 53120 - Special Legal Services Totals		3	<u>\$2,906.00</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10 legal books West Thomson Reuters		05/03/2019	967.90
3956 - West Publishing Corporation (Thomson Reuters)	10 legal online West Thomson Reuters		05/03/2019	<u>1,349.60</u>
	Account 53910 - Dues and Subscriptions Totals		2	<u>\$2,317.50</u>
	Program 100000 - Main Totals		5	<u>\$5,223.50</u>
Program 101000 - Human Rights				
Account 53230 - Travel				
732 - Barbara E McKinney	10 travel expense from ADA seminar McKinney		05/03/2019	<u>851.00</u>
	Account 53230 - Travel Totals		1	<u>\$851.00</u>
Account 53990 - Other Services and Charges				
1847 - Hylant of Indianapolis, LLC	10 Hylant bonding services 212746 Oswalt notary		05/03/2019	<u>75.00</u>
	Account 53990 - Other Services and Charges Totals		1	<u>\$75.00</u>
	Program 101000 - Human Rights Totals		2	<u>\$926.00</u>
	Department 10 - Legal Totals		7	<u>\$6,149.50</u>
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	11-cell phone charges 3/12-4/11/19		04/22/2019	<u>41.39</u>
	Account 53210 - Telephone Totals		1	<u>\$41.39</u>
Account 53230 - Travel				
6894 - Devta Linda Kidd	11-reimbursement for parking for Statehouse Day		05/03/2019	<u>13.00</u>
	Account 53230 - Travel Totals		1	<u>\$13.00</u>
Account 53960 - Grants				
5819 - Synchrony Bank	11-banner flags for Street Fair booth		05/03/2019	<u>27.98</u>
	Account 53960 - Grants Totals		1	<u>\$27.98</u>
Account 53990 - Other Services and Charges				
6892 - The Participatory Budgeting Project, INC	11-virtual PB training April 7		05/03/2019	2,640.00





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals		1	<u>\$2,640.00</u>
	Program 110000 - Main Totals		4	<u>\$2,722.37</u>
	Department 11 - Mayor's Office Totals		4	\$2,722.37
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12- letter hanging folders, storage box		05/03/2019	25.06
6530 - Office Depot, INC	12- legal hanging folders		05/03/2019	<u>46.64</u>
	Account 52110 - Office Supplies Totals		2	\$71.70
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	12-cell phone charges 3/12-4/11/19		04/22/2019	<u>23.11</u>
	Account 53210 - Telephone Totals		1	\$23.11
Account 53990 - Other Services and Charges				
585 - Bloomington Public Transportation Corporation	12 1st quarter ridership INV 10031		05/03/2019	336.75
4744 - Edenred Commuter Benefit Solutions, LLC	12- Bicycle Commuter Checks \$1263. 20		05/03/2019	<u>1,263.20</u>
	Account 53990 - Other Services and Charges Totals		2	<u>\$1,599.95</u>
	Program 120000 - Main Totals		5	<u>\$1,694.76</u>
	Department 12 - Human Resources Totals		5	\$1,694.76
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13-Grid Paper Filler		05/03/2019	4.77
6530 - Office Depot, INC	13- Steno Pad & Tape		05/03/2019	<u>25.54</u>
	Account 52110 - Office Supplies Totals		2	\$30.31
Account 53170 - Mgt. Fee, Consultants, and Workshops				
8305 - Schmidt Associates, INC	13-Visioning Plans-prof. services for 7/1-7/31/18		05/03/2019	13,277.92
5409 - VS Engineering, INC	13-Temp. Engineering Staff Support-billing period BC 2018-113		05/03/2019	<u>1,687.50</u>
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2	\$14,965.42
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	13-cell phone charges 3/12-4/11/19		04/22/2019	<u>324.90</u>
	Account 53210 - Telephone Totals		1	\$324.90
Account 53230 - Travel				
2675 - Scott Robinson	13-per diem/hotel/pkg/mileage-APA Conf-CA-4/12-		05/03/2019	<u>1,291.46</u>
	Account 53230 - Travel Totals		1	\$1,291.46
Account 53240 - Freight / Other				
53442 - Paragon Micro, INC	13-credit to invoice #832658 for s/h charged		05/03/2019	<u>(18.00)</u>
	Account 53240 - Freight / Other Totals		1	(\$18.00)



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Account 53320 - Advertising</b>				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal Advertising-Invitation to Bidders Notice 1-		05/03/2019	<u>113.28</u>
	Account 53320 - Advertising Totals		1	\$113.28
<b>Account 53990 - Other Services and Charges</b>				
205 - City Of Bloomington	13-PC Reim-Mo Co Rec-Res. 2019-07, 2016-02,		05/03/2019	100.00
6289 - Clarion Associates, LLC	13-Blgtn UDO-services thru 3/31/2019		05/03/2019	17,332.39
199 - Monroe County Government	13- March Copies (12) at Recorder's Office		05/03/2019	12.00
53442 - Paragon Micro, INC	13 - Adobe Acrobat Pro 1 User License		05/03/2019	<u>378.99</u>
	Account 53990 - Other Services and Charges Totals		4	<u>\$17,823.38</u>
	Program 130000 - Main Totals		12	<u>\$34,530.75</u>
	Department 13 - Planning Totals		12	\$34,530.75
<b>Department 19 - Facilities Maintenance</b>				
<b>Program 190000 - Main</b>				
<b>Account 52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	19-Sanitation-20" 3/8x1/2 vinyl faucet conn-2		05/03/2019	9.98
394 - Kleindorfer Hardware & Variety	19-City Hall-nuts, thread lock, scrapper, o-ring,		05/03/2019	61.41
394 - Kleindorfer Hardware & Variety	19-City Hall-magnetic nutsetter, chisel		05/03/2019	11.72
394 - Kleindorfer Hardware & Variety	19-ACC-light bulbs		05/03/2019	58.45
394 - Kleindorfer Hardware & Variety	19-City Hall-3 paint brushes, 2 shovels		05/03/2019	21.75
394 - Kleindorfer Hardware & Variety	19-Sanitation-2 faucets		05/03/2019	380.00
394 - Kleindorfer Hardware & Variety	19-Sanitation-2 supply lines		05/03/2019	6.98
394 - Kleindorfer Hardware & Variety	19-City Hall-glue, bit, crn brooms		05/03/2019	24.77
394 - Kleindorfer Hardware & Variety	19-City Hall-drill bit, magnetic bit holder, 6 way		05/03/2019	14.17
53005 - Menards, INC	19-City Hall-Hi-Vis Class III vest		05/03/2019	14.99
53005 - Menards, INC	19-City Hall-dryer linteater extension		05/03/2019	19.96
53005 - Menards, INC	19-City Hall-duallink bypass pruners, pruning saw		05/03/2019	39.87
53005 - Menards, INC	19-City Hall-PVC elbow		05/03/2019	21.33
53005 - Menards, INC	19-credit-refund sand mix		05/03/2019	<u>(15.57)</u>
	Account 52310 - Building Materials and Supplies Totals		14	\$669.81
<b>Account 52340 - Other Repairs and Maintenance</b>				
818 - Everywhere Signs, LLC	19-City Hall- Door Graphics	BC 2019-31	05/03/2019	312.00
321 - Harrell Fish, INC	19-City Hall- Heat Pump (1.05, 1.06 & 1.07) Repairs	BC 2019-23	05/03/2019	1,361.00
321 - Harrell Fish, INC	19-City Hall-Council Chambers-problem with heat	BC 2019-23	05/03/2019	<u>1,646.15</u>
	Account 52340 - Other Repairs and Maintenance Totals		3	\$3,319.15
<b>Account 52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	19-3 Otterbox cases for tablets		05/03/2019	<u>155.97</u>
	Account 52420 - Other Supplies Totals		1	\$155.97



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52430 - Uniforms and Tools				
177 - Indiana Oxygen Company, INC	19-City Hall-cylinder rental-small Acetylene, Small		05/03/2019	34.66
798 - Winters Associates Promotional Products, INC	19-30 green safety vests inc. setup chg and s/h		05/03/2019	<u>347.23</u>
	Account 52430 - Uniforms and Tools Totals		2	\$381.89
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 3/12-4/11/19		04/22/2019	<u>172.92</u>
	Account 53210 - Telephone Totals		1	\$172.92
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	<u>7,182.89</u>
	Account 53510 - Electrical Services Totals		1	\$7,182.89
Account 53610 - Building Repairs				
656 - B&L Sheet Metal and Roofing, INC	19-City Hall-Atrium Wall Leak and Roof Inspection	BC 2019-26	05/03/2019	359.30
656 - B&L Sheet Metal and Roofing, INC	19 -City Hall-Wall Leak Repair in Mayor's Office	BC 2019-26	05/03/2019	2,506.77
4483 - City Lawn Corporation	19-City Hall-mowing 4/4/19	BC 2019-38	05/03/2019	40.00
321 - Harrell Fish, INC	19-City Hall-internal downspout leaking	BC 2019-24	05/03/2019	4,735.78
7402 - Nature's Way, INC	19-City Hall-monthly, April 2019, plant maintenance	BC 2019-07	05/03/2019	336.60
5819 - Synchrony Bank	19-2 automated touchless roll paper towel		05/03/2019	<u>231.82</u>
	Account 53610 - Building Repairs Totals		6	\$8,210.27
Account 53990 - Other Services and Charges				
651 - Engraving & Stamp Center, INC	19-City Hall-sign 2x12 Rev, engraving		05/03/2019	<u>25.03</u>
	Account 53990 - Other Services and Charges Totals		1	\$25.03
	Program 190000 - Main Totals		29	<u>\$20,117.93</u>
	Department 19 - Facilities Maintenance Totals		29	\$20,117.93
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
337 - Stansifer Radio Co, INC	28-15' USB Cables		05/03/2019	<u>20.52</u>
	Account 52420 - Other Supplies Totals		1	\$20.52
Account 53170 - Mgt. Fee, Consultants, and Workshops				
316 - GRW Engineers, INC	28-Bloomington, IN-2018 map update		05/03/2019	<u>1,080.00</u>
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,080.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	28-cell phone charges 3/12-4/11/19		04/22/2019	<u>736.26</u>
	Account 53210 - Telephone Totals		1	\$736.26
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/Off Site Facilities-copier maint.-2/17-		05/03/2019	<u>2,362.97</u>
	Account 53640 - Hardware and Software Maintenance Totals		1	\$2,362.97





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Program 280000 - Main Totals	4	<u>\$4,199.75</u>
		Department 28 - ITS Totals	4	<u>\$4,199.75</u>
		Fund 101 - General Fund (S0101) Totals	121	\$157,008.88
Fund 249 - Grants Non Approp				
Department 04 - Economic & Sustainable Dev				
Program G17018 - Bloomington Wide Brownfields				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	300.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	200.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	5,924.64
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	339.74
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	300.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	420.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	490.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	1,481.16
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		05/03/2019	<u>849.35</u>
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		9	<u>\$10,304.89</u>
	Program G17018 - Bloomington Wide Brownfields Totals		9	<u>\$10,304.89</u>
	Department 04 - Economic & Sustainable Dev Totals		9	<u>\$10,304.89</u>
	Fund 249 - Grants Non Approp Totals		9	\$10,304.89
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
136 - Girls INC Of Monroe County	15-JH18-Inv. 6/18'-11/18'-Inv.		05/03/2019	<u>6,076.45</u>
	Account 53960 - Grants Totals		1	<u>\$6,076.45</u>
	Program 050000 - Main Totals		1	<u>\$6,076.45</u>
	Department 05 - Common Council Totals		1	<u>\$6,076.45</u>
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		1	\$6,076.45
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
6789 - Underground Cupcake Co & Cafe, LLP	09-2019 Women's Leadership Development-		05/03/2019	<u>605.50</u>
	Account 52420 - Other Supplies Totals		1	<u>\$605.50</u>
	Program 090003 - Com Serv - Status of Women Totals		1	\$605.50
Program 090014 - Latino Programs				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52420 - Other Supplies				
5819 - Synchrony Bank	09-colored tissue paper for Lotus Bazaar		05/03/2019	<u>35.98</u>
	Account 52420 - Other Supplies Totals	1		<u>\$35.98</u>
	Program 090014 - Latino Programs Totals	1		\$35.98
Program 090016 - Com Serv - Safe & Civil				
Account 53990 - Other Services and Charges				
5862 - Bryan Mark C Peralta (Aloha Bloomington)	09-2019 Black History Month Gala--photography		05/03/2019	<u>495.00</u>
	Account 53990 - Other Services and Charges Totals	1		<u>\$495.00</u>
	Program 090016 - Com Serv - Safe & Civil Totals	1		<u>\$495.00</u>
	Department 09 - CFRD Totals	3		<u>\$1,136.48</u>
	Fund 312 - Community Services Totals	3		\$1,136.48
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28-Solid State Drives		05/03/2019	<u>285.98</u>
	Account 52420 - Other Supplies Totals	1		<u>\$285.98</u>
	Program 254000 - Infrastructure Totals	1		\$285.98
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business services/equip chgs-		04/22/2019	117.98
203 - Indiana University	28-Fire Station 3 Fiber Connection-March 2019		05/03/2019	<u>65.00</u>
	Account 53150 - Communications Contract Totals	2		\$182.98
Account 53980 - Community Access TV/Radio				
64 - Monroe County Public Library	28-Community Access Television Serv-Jan thru		05/03/2019	<u>110,600.50</u>
	Account 53980 - Community Access TV/Radio Totals	1		\$110,600.50
Account 54420 - Purchase of Equipment				
6530 - Office Depot, INC	28-Webcam		05/03/2019	69.99
53442 - Paragon Micro, INC	28-Logitech Wireless Presenter		05/03/2019	<u>37.99</u>
	Account 54420 - Purchase of Equipment Totals	2		<u>\$107.98</u>
	Program 256000 - Services Totals	5		<u>\$110,891.46</u>
	Department 25 - Telecommunications Totals	6		<u>\$111,177.44</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals	6		\$111,177.44
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
223 - Duke Energy	02-Cottage Grove-LED upgrade costs-4/11/2019		04/22/2019	31.09
223 - Duke Energy	02-912 S. Walnut-Crosswalk-energy usage-2/26-		04/22/2019	9.56
223 - Duke Energy	02-Traffic Signal Summary electric bill-bill date		04/22/2019	<u>2,944.61</u>
	Account 53520 - Street Lights / Traffic Signals Totals		3	<u>\$2,985.26</u>
	Program 200000 - Main Totals		3	<u>\$2,985.26</u>
	Department 20 - Street Totals		3	<u>\$2,985.26</u>
	Fund 450 - Local Road and Street(S0706) Totals		3	<u>\$2,985.26</u>
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	20-Form, Pens, Post it Supplies		05/03/2019	<u>52.08</u>
	Account 52110 - Office Supplies Totals		1	<u>\$52.08</u>
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-820 S. Henderson-Class A Stone Ash-4 cy-		05/03/2019	406.00
334 - Irving Materials, INC	20-7th & IN-Class A Stone Ash-7 cy-3/27/19		05/03/2019	<u>710.50</u>
	Account 52330 - Street , Alley, and Sewer Material Totals		2	<u>\$1,116.50</u>
Account 52340 - Other Repairs and Maintenance				
480 - Hall Signs INC	20-Sign Material Supplies & Mesh Signs		05/03/2019	12,560.22
4443 - The Sherwin Williams Company	20-Brighter B-Town-Paint for Curbs		05/03/2019	80.54
4443 - The Sherwin Williams Company	20-Brighter B-Town-Paint for Curbs-4/15/19		05/03/2019	450.00
603 - Traffic Control Corporation	20-load switches, BIU & Reno S1200 mount amp		05/03/2019	<u>1,808.00</u>
	Account 52340 - Other Repairs and Maintenance Totals		4	<u>\$14,898.76</u>
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Street light-S. Rogers-gorilla epoxy-4/11/19		05/03/2019	5.99
409 - Black Lumber Co. INC	20-#451-2 chain hooks-3/28/19		05/03/2019	13.18
409 - Black Lumber Co. INC	20-push broom w/handle-4/9/19		05/03/2019	11.99
409 - Black Lumber Co. INC	20-Brighter B-Town painting supplies-pail, lids, paint		05/03/2019	79.51
409 - Black Lumber Co. INC	20-Crack Sealing-putty knife, 2 gal. tank sprayer-		05/03/2019	35.97
409 - Black Lumber Co. INC	20-Sign Crew/Shooting Range-paint tray, tape,		05/03/2019	99.94
409 - Black Lumber Co. INC	20-Crack seal-lemon dish soap-4/11/19		05/03/2019	6.00
409 - Black Lumber Co. INC	20-3" stiff scraper, 1 gal. tank sprayer		05/03/2019	25.98
11243 - Core & Main, LP	20-Sonotube 30 x 12 for Street Light Installation		05/03/2019	600.00
248 - Cosner's Ice Company	20-ice for employees-114 7# bags-4/4/19		05/03/2019	171.00
313 - Fastenal Company	20-safety supplies-gloves, safety glasses		05/03/2019	31.37
394 - Kleindorfer Hardware & Variety	20-#452-hand towels, bungee straps, gloves		05/03/2019	42.13
394 - Kleindorfer Hardware & Variety	20-Paving crew-sprayer, push broom, level case,		05/03/2019	172.96





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6262 - Koenig Equipment, INC	20-Stihl 24' Hedge Brush Cut Saw		05/03/2019	386.63
15449 - Rosen & Rosen Industries (R&R Industries)	20-Safety vests for employees-4/3/19		05/03/2019	666.45
	Account 52420 - Other Supplies Totals		15	\$2,349.10
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 3/12-4/11/19		04/22/2019	191.64
	Account 53210 - Telephone Totals		1	\$191.64
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	247.86
	Account 53510 - Electrical Services Totals		1	\$247.86
Account 53630 - Machinery and Equipment Repairs				
6001 - Bernath, LLC (Sealmaster)	20-Repairs on Falcon Hot Box-3/14/19		05/03/2019	854.66
6262 - Koenig Equipment, INC	20-repair to chainsaw-Stihl HS56CE 24"-will not run		05/03/2019	46.00
	Account 53630 - Machinery and Equipment Repairs Totals		2	\$900.66
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/10/19		05/03/2019	18.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-4/10/19		05/03/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/17/2019		05/03/2019	18.16
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-4/17/2019		05/03/2019	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals		4	\$98.04
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-3/20 &		05/03/2019	1,870.50
	Account 53950 - Landfill Totals		1	\$1,870.50
Account 53990 - Other Services and Charges				
3472 - Lucity, INC	02-Project for Transmap Data conversion-Inv. date BC 2018-76		05/03/2019	1,500.00
310 - Astbury Gabriel Corp (ESG Laboratories)	20-Lab testing for sweeper debris		05/03/2019	346.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-airselect TRBO airtime-17		05/03/2019	340.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-TRBO select airtime dispatch-65 & TRBO Rntal		05/03/2019	2,248.15
467 - Groomer Construction, INC	20-Bushog @ N Walnut St & Cascades-4/4/2019		05/03/2019	825.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-3/26/19		05/03/2019	160.00
	Account 53990 - Other Services and Charges Totals		6	\$5,419.15
	Program 200000 - Main Totals		37	\$27,144.29
	Department 20 - Street Totals		37	\$27,144.29
	Fund 451 - Motor Vehicle Highway(S0708) Totals		37	\$27,144.29
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
53442 - Paragon Micro, INC	02 computer & accessories for new Parking		05/03/2019	989.98
	Account 52110 - Office Supplies Totals		1	\$989.98
Account 52310 - Building Materials and Supplies				
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	26-New Wayfinding Signs for Levals 1-8 at Morton		05/03/2019	46,695.75
	Account 52310 - Building Materials and Supplies Totals		1	\$46,695.75
Account 53210 - Telephone				
1079 - AT&T	02-Pkg Garages-phone charges 3/8-4/7/19-#812		04/22/2019	431.19
13969 - AT&T Mobility II, LLC	02-Pkg Garages-cell phone charges 3/12-4/11/19		04/22/2019	103.92
	Account 53210 - Telephone Totals		2	\$535.11
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	4,363.32
	Account 53510 - Electrical Services Totals		1	\$4,363.32
Account 53610 - Building Repairs				
4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	26-New Wayfinding Signs for Levals 1-8 at Morton		05/03/2019	10,750.00
	Account 53610 - Building Repairs Totals		1	\$10,750.00
Account 54420 - Purchase of Equipment				
3397 - Evens Time, INC	26-Replacement of Parking Hardware & Software	BC 2018-43	05/03/2019	105,903.59
18844 - First Financial Bank, N.A.	26-Replacement of Parking Hardware/Software-	BC 2018-43	05/03/2019	5,573.88
	Account 54420 - Purchase of Equipment Totals		2	\$111,477.47
	Program 260000 - Main Totals		8	\$174,811.63
	Department 26 - Parking Totals		8	\$174,811.63
	Fund 452 - Parking Facilities(S9502) Totals		8	\$174,811.63
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Angelo Dambrosio	14-refund pkg citation for wrong Zone permit-error		05/03/2019	52.00
Lathaniel Jackson	14-refund over payment pkg citation L1602772		05/03/2019	40.00
	Account 46060 - Other Violations Totals		2	\$92.00
	Program 020000 - Main Totals		2	\$92.00
	Department 02 - Public Works Totals		2	\$92.00
	Fund 454 - Alternative Transport(S6301) Totals		2	\$92.00
Fund 600 - Cum Cap Improvement (CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
365 - Rogers Group, INC	20-sidewalk crews-#11 stone-30.52 tons-3/26/19		05/03/2019	274.68



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52330 - Street , Alley, and Sewer Material Totals		1	<u>\$274.68</u>
	Program 020000 - Main Totals		1	<u>\$274.68</u>
	Department 02 - Public Works Totals		1	<u>\$274.68</u>
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		1	<u>\$274.68</u>
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
5149 - E&B Paving, INC	20-Surface- patching-4.99 tons-4/2-4/3/19		05/03/2019	<u>294.41</u>
	Account 52330 - Street , Alley, and Sewer Material Totals		1	<u>\$294.41</u>
	Program 020000 - Main Totals		1	<u>\$294.41</u>
	Department 02 - Public Works Totals		1	<u>\$294.41</u>
Department 13 - Planning				
Program 130000 - Main				
Account 53110 - Engineering and Architectural				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Kirkwood Maintenance Design-Inv. date 3/22/19 BC 2019-48		05/03/2019	13,582.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Kirkwood Maintenance Design-Inv. date 2/22/19 BC 2019-48		05/03/2019	<u>5,052.50</u>
	Account 53110 - Engineering and Architectural Totals		2	<u>\$18,635.00</u>
	Program 130000 - Main Totals		2	<u>\$18,635.00</u>
	Department 13 - Planning Totals		2	<u>\$18,635.00</u>
	Fund 601 - Cum Cap Development(S2391) Totals		3	<u>\$18,929.41</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 3/12-4/11/19		04/22/2019	<u>625.41</u>
	Account 53210 - Telephone Totals		1	<u>\$625.41</u>
Account 53240 - Freight / Other				
54940 - Victor Stanley, INC	16-Reconsignment charges for 16 downtown		05/03/2019	<u>66.33</u>
	Account 53240 - Freight / Other Totals		1	<u>\$66.33</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	<u>83.88</u>
	Account 53510 - Electrical Services Totals		1	<u>\$83.88</u>
Account 53610 - Building Repairs				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	19-Sanitation-serv. agreement-3 button station was BC 2019-41		05/03/2019	<u>170.00</u>
	Account 53610 - Building Repairs Totals		1	<u>\$170.00</u>
Account 53920 - Laundry and Other Sanitation Services				





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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	16-floor mats/towels-1/16/19		05/03/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/10/19		05/03/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-4/10/19		05/03/2019	<u>32.26</u>
	Account 53920 - Laundry and Other Sanitation Services Totals		3	\$69.14
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/16-3/30/19		05/03/2019	11,941.10
52226 - Hoosier Transfer Station-3140	16-recycling fees 3/18-3/28/19		05/03/2019	<u>3,494.83</u>
	Account 53950 - Landfill Totals		2	<u>\$15,435.93</u>
	Program 160000 - Main Totals		9	<u>\$16,450.69</u>
	Department 16 - Sanitation Totals		9	<u>\$16,450.69</u>
	Fund 730 - Solid Waste (S6401) Totals		9	\$16,450.69
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5388 Steven Fitzgerald		05/03/2019	97.50
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5396 Wayne Henderson		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5397 Adam Throop		05/03/2019	88.50
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5400 carol Moy		05/03/2019	97.50
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5403 Ryan Pfietter		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5405 Maurice Lagneaux		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5407 Jerry Walldridge		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5408 Danny Wall		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5409 Rick Sexton		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5410 Joanna Sparks		05/03/2019	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351352 Bob Chamber		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351336 Bill Hendrickson		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351335 Dillon Akers		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier workwear 351334 Jack White		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351320 chris slick		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351319 Dennis Livingston		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351316 John Nelson		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351315 Mike Miller		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351300 Barry Wallock		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier workwear 351298 Gabe Avendano		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier workwear 351293 Paul Kehrberg		05/03/2019	100.00



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10 Hoosier workwear 351283 Casey Konnerman		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 351281 Dave Fox		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351280 Jack Wetnight		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351266 Carl Rezlaff		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351250 Bill Porter		05/03/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351269 Eric Sader		05/03/2019	100.00
	Account 52430 - Uniforms and Tools Totals		28	<u>\$2,783.50</u>
Account 53130 - Medical				
3112 - Jason Glenn Eller	10 CDL physical 2019 reimbursement Eller		05/03/2019	85.00
6896 - Clayton Rains	10 CDL Physical 2019 reimbursement rains		05/03/2019	90.00
	Account 53130 - Medical Totals		2	<u>\$175.00</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	10-cell phone charges-Risk Dept-3/12-4/11/19		04/22/2019	58.93
	Account 53210 - Telephone Totals		1	<u>\$58.93</u>
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO WORK COMP INVOICE 201959		04/22/2019	2,149.80
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO WORK COMP INVOICE 201958		04/22/2019	6,748.64
	Account 53420 - Worker's Comp & Risk Totals		2	<u>\$8,898.44</u>
	Program 100000 - Main Totals		33	<u>\$11,915.87</u>
	Department 10 - Legal Totals		33	<u>\$11,915.87</u>
	Fund 800 - Risk Management(S0203) Totals		33	<u>\$11,915.87</u>
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-Nyhart ER Cont \$591.82		04/24/2019	591.82
	Account 53990.1201 - Other Services and Charges Health Insurance Totals		1	<u>\$591.82</u>
	Program 120000 - Main Totals		1	<u>\$591.82</u>
	Department 12 - Human Resources Totals		1	<u>\$591.82</u>
	Fund 801 - Health Insurance Trust Totals		1	<u>\$591.82</u>
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	17 - 11x17 Copy paper		05/03/2019	18.91
	Account 52110 - Office Supplies Totals		1	<u>\$18.91</u>
Account 52240 - Fuel and Oil				



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	05/03/2019	21,010.50
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	05/03/2019	19,349.77
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	05/03/2019	<u>21,542.19</u>
	Account 52240 - Fuel and Oil Totals		3	\$61,902.46
Account 52320 - Motor Vehicle Repair				
4554 - Aero Industries, INC	17 - #659 Tarp assy		05/03/2019	1,462.65
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#d161 rear window		05/03/2019	280.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#p130 front windshield		05/03/2019	240.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #855 windshield replacement		05/03/2019	275.00
6001 - Bernath, LLC (Sealmaster)	17-#493 igniter		05/03/2019	170.56
244 - Bloomington Ford, INC	17-#l135 window regulator		05/03/2019	96.25
244 - Bloomington Ford, INC	17-#136 rear shocks		05/03/2019	240.12
244 - Bloomington Ford, INC	17-136 spark plugs and gaskets		05/03/2019	68.80
244 - Bloomington Ford, INC	17 - #414 door latch		05/03/2019	33.75
244 - Bloomington Ford, INC	17 - 414 switch		05/03/2019	20.92
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 cutting edge, nuts/bolts		05/03/2019	259.11
941 - Central Indiana Truck Equipment Corporation	17-stock hyd filters		05/03/2019	421.12
941 - Central Indiana Truck Equipment Corporation	17-#951/963 hand valve/position switch		05/03/2019	67.50
941 - Central Indiana Truck Equipment Corporation	17-#951/963 hand valve/position switch		05/03/2019	185.80
941 - Central Indiana Truck Equipment Corporation	17-#391 pin		05/03/2019	88.73
4335 - Circle Distributing, INC	17-stock filters		05/03/2019	46.92
4335 - Circle Distributing, INC	17-stock filters		05/03/2019	82.35
4335 - Circle Distributing, INC	17-stock oil and atf		05/03/2019	60.36
4335 - Circle Distributing, INC	17-stock brakes		05/03/2019	507.74
4335 - Circle Distributing, INC	17-stock brake parts		05/03/2019	455.62
4335 - Circle Distributing, INC	17 - #831 brake lines		05/03/2019	79.78
5792 - Clark Truck Equipment Co., INC	17-#845 hyd pump		05/03/2019	296.97
594 - Curry Auto Center, INC	17-#831 brake lines		05/03/2019	150.92
594 - Curry Auto Center, INC	17 parts return		05/03/2019	(111.43)
594 - Curry Auto Center, INC	17-#702 coolant fitting		05/03/2019	18.55
51827 - Fire Service, INC	17-#332 door switch		05/03/2019	109.37
51827 - Fire Service, INC	17 - #335 light		05/03/2019	65.18
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil		05/03/2019	116.33
796 - Interstate Battery System of Bloomington, INC	17-batteries		05/03/2019	1,112.20
796 - Interstate Battery System of Bloomington, INC	17-batteries		05/03/2019	74.93
11672 - Jack Doheny Companies, INC	17-#464 dirt shoes		05/03/2019	502.70
11672 - Jack Doheny Companies, INC	17-#464 broom water pump		05/03/2019	773.09





# Board of Public Works Claim Register

Invoice Date Range 04/22/19 - 05/03/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
11672 - Jack Doheny Companies, INC	17 - #464 actuator		05/03/2019	754.52
11672 - Jack Doheny Companies, INC	17 - credit for returned part		05/03/2019	(186.98)
4439 - JX Enterprises, INC	17-stock filters		05/03/2019	331.96
4439 - JX Enterprises, INC	17-956 coolant level sensors		05/03/2019	109.98
4439 - JX Enterprises, INC	17-956 coolant level sensors		05/03/2019	61.99
4474 - Ken's Westside Service & Towing, LLC	17-towing services		05/03/2019	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		05/03/2019	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		05/03/2019	50.00
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		05/03/2019	4.17
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		05/03/2019	139.62
6262 - Koenig Equipment, INC	17-#737 water pump and gaskets		05/03/2019	95.99
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock filters		05/03/2019	129.36
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock filters		05/03/2019	457.44
4548 - Midwest Motor Supply (Kimball Midwest)	17-stock brake clean, silicone		05/03/2019	1,098.54
4693 - Monroe County Tire & Supply, INC	17-#653 tires		05/03/2019	2,213.50
4693 - Monroe County Tire & Supply, INC	17-tires		05/03/2019	1,332.44
4693 - Monroe County Tire & Supply, INC	17-stock tires		05/03/2019	655.45
786 - Richard's Small Engine, INC	17-#711 blades		05/03/2019	48.00
786 - Richard's Small Engine, INC	17-blucher clutch and air caps		05/03/2019	198.69
4276 - Rush Truck Center, Indianapolis	17-#938 hand brake lever		05/03/2019	340.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - monthly statement for march various parts		05/03/2019	4,476.64
54351 - Sternberg, INC	17-stock filters		05/03/2019	351.17
54351 - Sternberg, INC	17-parts return credit		05/03/2019	(98.30)
54351 - Sternberg, INC	17-#428 abs module and mirror		05/03/2019	676.14
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		05/03/2019	720.88
2096 - West Side Tractor Sales CO.	17-#653 pump, filter and seal		05/03/2019	144.99
2096 - West Side Tractor Sales CO.	17-#653 pump, filter and seal		05/03/2019	17.85
2096 - West Side Tractor Sales CO.	17-#730 fuel pump and sleeve		05/03/2019	124.69
2096 - West Side Tractor Sales CO.	17-#653 fittings		05/03/2019	169.27
2096 - West Side Tractor Sales CO.	17 - #623 & #670 parts and labor to repair hyd		05/03/2019	<u>2,467.58</u>
	Account 52320 - Motor Vehicle Repair Totals		62	\$25,207.47
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-shop supplies		05/03/2019	39.99
409 - Black Lumber Co. INC	17-shop supplies		05/03/2019	39.99
177 - Indiana Oxygen Company, INC	17-torch, other		05/03/2019	126.79
2974 - MacAllister Machinery Co, INC	17 - Caterpillar software		05/03/2019	1,000.00
337 - Stansifer Radio Co, INC	17-shop couplers		05/03/2019	7.28



# Board of Public Works Claim Register

Invoice Date Range 04/22/19 - 05/03/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Account 52420 - Other Supplies Totals	5	\$1,214.05
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-monthly pest control service-	BC 2019-33	05/03/2019	95.00
	Account 53140 - Exterminator Services Totals		1	\$95.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Div.-cell phone charges 3/12-4/11/19		04/22/2019	47.91
	Account 53210 - Telephone Totals		1	\$47.91
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-		04/22/2019	394.88
	Account 53510 - Electrical Services Totals		1	\$394.88
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-March 2019		04/22/2019	104.18
	Account 53530 - Water and Sewer Totals		1	\$104.18
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-Fleet Maint-1 heater in wash bay not working	BC 2019-23	05/03/2019	1,025.93
392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly billing commercial base-	BC 2015-22	05/03/2019	86.03
	Account 53610 - Building Repairs Totals		2	\$1,111.96
Account 53620 - Motor Repairs				
4044 - Industrial Hydraulics, INC	17 - #866 jyd cyl;inder repair		05/03/2019	349.00
4044 - Industrial Hydraulics, INC	17 - #866 hyd cylinder repair		05/03/2019	349.00
2096 - West Side Tractor Sales CO.	17 - #623 & #670 parts and labor to repair hyd		05/03/2019	845.00
6476 - Samuel D Wray (Wray Automotive)	17-alignment service		05/03/2019	50.00
	Account 53620 - Motor Repairs Totals		4	\$1,593.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	34.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	66.96
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	66.70
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		05/03/2019	15.89
	Account 53920 - Laundry and Other Sanitation Services Totals		6	\$265.99
	Program 170000 - Main Totals		87	\$91,955.81
	Department 17 - Fleet Maintenance Totals		87	\$91,955.81
	Fund 802 - Fleet Maintenance(\$9500) Totals		87	\$91,955.81
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				



# Board of Public Works Claim Register

Invoice Date Range 04/22/19 - 05/03/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	372.78
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	145.55
17785 - The Howard E. Nyhart Company, INC	12-City URM		04/22/2019	70.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	225.05
17785 - The Howard E. Nyhart Company, INC	18-City URM		04/23/2019	226.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/24/2019	105.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/25/2019	<u>339.52</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			7	\$1,484.29
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	67.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	122.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/22/2019	163.67
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/24/2019	1,895.69
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		04/25/2019	<u>174.79</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			5	\$2,424.18
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		04/25/2019	<u>17,491.51</u>
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	<u>\$17,491.51</u>
Program 120000 - Main Totals			13	<u>\$21,399.98</u>
Department 12 - Human Resources Totals			13	<u>\$21,399.98</u>
Fund 804 - Insurance Voluntary Trust Totals			13	<u>\$21,399.98</u>
Fund 805 - Unemployment Comp Non-Reverting				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
204 - State Of Indiana	12 Unemployment Claim for March (Cradick)		05/03/2019	<u>1,545.22</u>
Account 53990 - Other Services and Charges Totals			1	<u>\$1,545.22</u>
Program 120000 - Main Totals			1	<u>\$1,545.22</u>
Department 12 - Human Resources Totals			1	<u>\$1,545.22</u>
Fund 805 - Unemployment Comp Non-Reverting Totals			1	<u>\$1,545.22</u>
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	13-17th/Dunn Intersection-services thru 2/28/2019 BC 2018-09		05/03/2019	<u>9,420.13</u>
Account 54510 - Other Capital Outlays Totals			1	<u>\$9,420.13</u>





# Board of Public Works Claim Register

Invoice Date Range 04/22/19 - 05/03/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program 06016A - 2016 A Signal Modernization Totals		1	\$9,420.13
Program 06016B - 2016 B Ped/Signal/Intersection Account 54510 - Other Capital Outlays 7059 - Eagle Ridge Civil Engineering Services, LLC	13-Downtown Curb Ramps PH 2-Inv. date 3/22/19	BC 2018-71	05/03/2019	<u>1,516.50</u>
	Account 54510 - Other Capital Outlays Totals		1	<u>\$1,516.50</u>
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		1	<u>\$1,516.50</u>
Program 06016C - 2016 C Jackson Trail Account 54310 - Improvements Other Than Building 16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-2/1-2/28/19	2019-11	05/03/2019	<u>10,346.00</u>
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$10,346.00</u>
	Program 06016C - 2016 C Jackson Trail Totals		1	<u>\$10,346.00</u>
	Department 06 - Controller's Office Totals		3	<u>\$21,282.63</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals		3	<u>\$21,282.63</u>
			341	<u>\$675,083.43</u>



# Board of Public Works Claim Register Sales Tax

Invoice Date Range 04/18/19 - 04/18/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund <b>101 - General Fund (S0101)</b>											
Department <b>06 - Controller's Office</b>											
Program <b>060000 - Main</b>											
Account <b>43510 - Bicentennial SWAG Taxable (Retail)</b>											
204 - State Of Indiana	March 2019	18-March 2019 Sales Tax	Paid by EFT #		04/18/2019	04/18/2019	04/18/2019		04/18/2019	1.30	
			28513								
			Account <b>43510 - Bicentennial SWAG Taxable (Retail) Totals</b>					Invoice Transactions 1			<u>\$1.30</u>
			Program <b>060000 - Main Totals</b>					Invoice Transactions 1			<u>\$1.30</u>
			Department <b>06 - Controller's Office Totals</b>					Invoice Transactions 1			<u>\$1.30</u>
			Fund <b>101 - General Fund (S0101) Totals</b>					Invoice Transactions 1			<u>\$1.30</u>
			Grand Totals					Invoice Transactions 1			<u>\$1.30</u>



# Board of Public Works Claim Register

Invoice Date Range 04/16/19 - 04/16/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	D84831	01-litter-pellet bedding-10 40lb bags-03/12/19	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	44.90
4574 - John Deere Financial (Rural King)	D88979	01-kiddie pool for enrichment & whelping	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	31.96
4574 - John Deere Financial (Rural King)	E00651	01-litter-10 40lb bags pellet bedding-3/26/19	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	44.90
4574 - John Deere Financial (Rural King)	E08621	01-litter-8 40lb bags-pellet bedding-4/2/19	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	35.92
4574 - John Deere Financial (Rural King)	E09709	01-canned dog food-24 cans-4/3/19	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	17.76
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 5	<u>\$175.44</u>
								Program 010000 - Main Totals	Invoice Transactions 5	<u>\$175.44</u>
								Department 01 - Animal Shelter Totals	Invoice Transactions 5	<u>\$175.44</u>
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 5	<u>\$175.44</u>
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	93603608028-4/19	02-10th & Union-traffic signal-elec. chgs-3/8-	Paid by Check # 69504		04/16/2019	04/16/2019	04/16/2019		04/16/2019	43.20
223 - Duke Energy	STRLIGHTSUM-4/19	02-Street Light Summary Electric bill-4/05/2019	Paid by Check # 69505		04/16/2019	04/16/2019	04/16/2019		04/16/2019	35,121.62
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 2	<u>\$35,164.82</u>
								Program 200000 - Main Totals	Invoice Transactions 2	<u>\$35,164.82</u>
								Department 20 - Street Totals	Invoice Transactions 2	<u>\$35,164.82</u>
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 2	<u>\$35,164.82</u>
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	D92290	20-air hammer chisels for milling machine	Paid by Check # 69507		04/16/2019	04/16/2019	04/16/2019		04/16/2019	31.97
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$31.97</u>
Account 53540 - Natural Gas										
222 - Vectren	52414143-040419	19-Traffic Bldg-gas bill 3/6-4/4/19	Paid by Check # 69508		04/16/2019	04/16/2019	04/16/2019		04/16/2019	82.90
222 - Vectren	52418247-040419	19-Street Dept-gas bill 3/6-4/4/19	Paid by Check # 69508		04/16/2019	04/16/2019	04/16/2019		04/16/2019	118.06
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$200.96</u>
								Program 200000 - Main Totals	Invoice Transactions 3	<u>\$232.93</u>
								Department 20 - Street Totals	Invoice Transactions 3	<u>\$232.93</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 3	<u>\$232.93</u>
<b>Fund 802 - Fleet Maintenance(S9500)</b>										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53540 - Natural Gas										
222 - Vectren	51863666-040419	19-Fleet Maint-gas bill 3/6-4/4/19	Paid by Check # 69508		04/16/2019	04/16/2019	04/16/2019		04/16/2019	198.93
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$198.93</u>
								Program 170000 - Main Totals	Invoice Transactions 1	<u>\$198.93</u>
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 1	<u>\$198.93</u>
								Fund 802 - Fleet Maintenance(S9500) Totals	Invoice Transactions 1	<u>\$198.93</u>
								Grand Totals	Invoice Transactions 14	<u>\$35,772.12</u>



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/3/2019	Bank Fees				675,083.43
4/16/2019	Claims				35,772.12
	Special Utility Claims				
	Month Of March HSA/WorkComp/MT & Gym/CIGNA				
4/18/2019	Sales Tax For March 2019				1.30
					<u><u>710,856.85</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 \$ 710,856.85

**Dated this 30th day of April year of 2019**

\_\_\_\_\_  
 Kyla Cox Deckard, President

\_\_\_\_\_  
 Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
 Dana Palazzo, Secretary

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

Fiscal Office \_\_\_\_\_