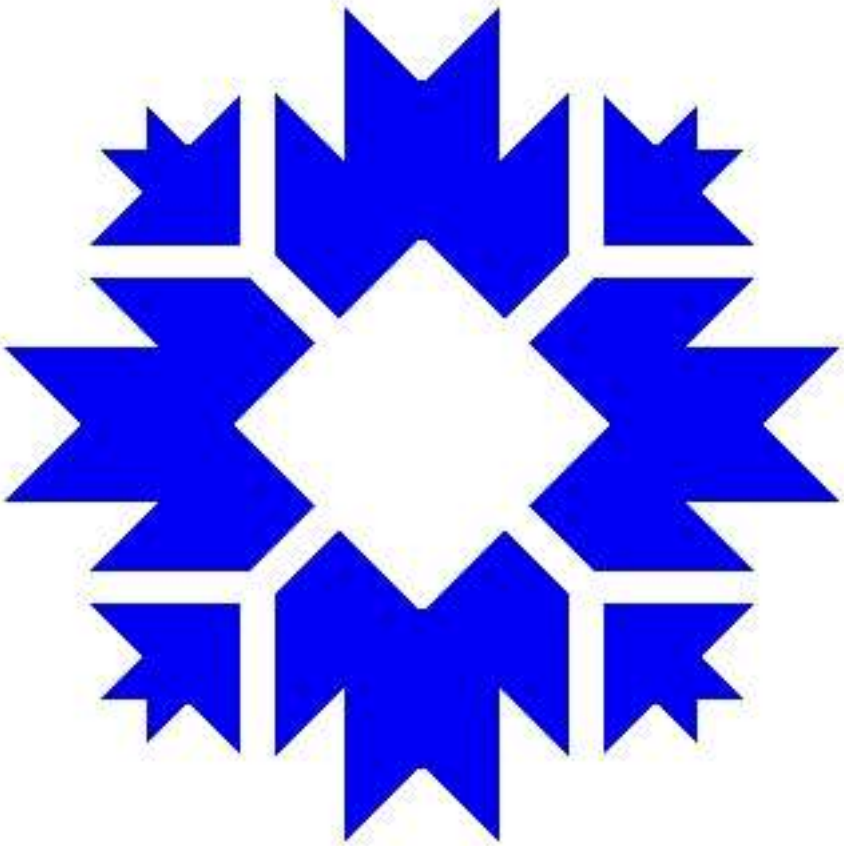
Board of Public Works Meeting

July 25, 2017



REVISED AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, July 25, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI VIOLATIONS

1. **Permission to Abate Property 1912 S. Rogers St.**

IV. CONSENT AGENDA

1. **Approval of Minutes-July 11, 2017**
2. **Resolution 2017-58: Use of City Streets for Banneker Block Party (Friday, 7/28)**
3. **Resolution 2017-59: Use of City Streets for Lotus (9/28/17-10/1/17)**
4. **Noise Permit Request for Lighthouse Community Church Back to School Bash (Saturday, 8/5)**
5. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Resolution 2017-62: Authorization of Notice by Publication Unsafe Property at 1633 S. Pinestone Ct.**
2. **Resolution 2017-63: Request to Uphold Order to Repair Unsafe Structure at 1633 S. Pinestone Ct.**
3. **Resolution 2017-60: Use of City Streets for Nick's English Hut 90th Anniversary Celebration (Saturday, 8/12)**
4. **Approve INDOT Inventory of City Streets**
5. **Approve Memorandum of Understanding with Weddle Brothers to Use Public Right of Way at Kirkwood and Lincoln During Construction of the Graduate Hotel**
6. **Approve Design Contract Amendment #2 for Preliminary Engineering Services for the Pedestrian Safety and Accessibility at Signalized Intersections Project with AECOM**
7. **Award Contract for Fire Apparatus Pumper Truck**
8. **Resolution 2017-61: Sanitation Modernization Fee Schedule**

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.

City of Bloomington
Housing and Neighborhood Development

On 6/14, 6/23, 7/11/2017, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

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

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

This ticket was issued to the property located at 1912 S. ROGERS ST. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 7/25/17 Abatement Approved: (Y/N)

Property Owner: MICHAEL NEFF

Address: 1912 S. ROGERS ST.

Is this a rental? (Y/N)

Agent: N/A

Address:

Parcel Number: 53-08-08-100-118.000-009

Legal Description: 015-08695-00 PT SE NE 8-8-1W, 12A PLAT 66

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 7-11-17 Time 2:00 Address/location 1912 S. ROGERS ST. 47403

Issued by: 207

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

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

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

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

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

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

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

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

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

Comments: MOW ENTIRE YARD + REMOVE ALL TRASH + DEBRIS FROM PROPERTY WILL BE ABATED.

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

Owner Name MICHAEL NEFF
Address 1912 S. ROGERS ST.
City BLGTN. State IN.
Zip Code 47403

Agent Name
Address
City State
Zip Code

BPW: ✓

Mail Copies To: Resident:____ Owner: ✓ Agent:____

Notice of Violation

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

Date 6-23-17 Time 10:15 Address/location 1912 S. ROGERS ST. 47403

Issued by:

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Comments: REMOVE MATTRESSES FROM PROPERTY AND MOW ENTIRE YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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Address 1912 S. ROGERS ST.
City BLGTN. State IN.
Zip Code 47403

Agent Name
Address
City State
Zip Code

BPW: _____

Mail Copies To: Resident:____ Owner: ✓ Agent:____

Notice of Violation

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

Date 6-14-17 Time 3:00 Address/location 1912 S. ROGERS ST. 47403

Issued by: 207

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City BLGTN. State IN.
Zip Code 47403

Agent Name
Address
City State
Zip Code

BPW: _____

Mail Copies To: Resident:____ Owner: ✓ Agent:____

mbers

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, July 11, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman

City Staff: Chris Wheeler – City Legal
Officer James Ridge – Bloomington Police Department
Rick Routon – Information and Technology Services
Daniel Backler – Planning and Transportation
Andrew Cibor – Planning and Transportation
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

OPEN SEALED BIDS

Open Sealed Bids for Fire Apparatus Pumper Truck

Cox Deckard opened the sealed bids for the Fire Apparatus Pumper Truck. Bids were received from the following companies:

- Fire Service Inc.: $481,985
- Smeal Holding, LLC: $536,857
- Spartan - Donley Safety: $474,982

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

HEARINGS ON NOISE APPEAL

Appeal of Noise Citation #37531 at 534 S. Ronson St., Apt. 4209

Chris Wheeler, with City Legal, presented the Appeal of Noise Citation #37531 at 534 S. Ronson St., Apt. 4209. See meeting packet or further details.

Henery Cash, the appellant, explained the volume of music is accepted in his apartment complex by the pool between the hours of 12 p.m. and 6 p.m.

Officer James Ridge, with Bloomington Police Department (BPD), explained the appellant mentioned in his appeal that officers threatened him with jail time. The officers did not. They explained that jail time would be a potential consequence if they were called again.

Boatman asked who plays music from 12-6 p.m. daily.

Cash said the complex plays music at those hours when residents are most likely to visit the pool. However, there is not a policy from the complex regarding this. He explained the Dillon has a contract with residents stating that they will address noise complaints among the neighbors first. His neighbor did not discuss this with him prior to calling BPD.

Cox Deckard commented that the escalation of the incident was high. She hopes the appellant and the neighbor can reach an understanding moving forward.

Boatman made a motion to deny the appeal and uphold Noise Citation #37531 at 534 S. Ronson St., Apt. 4209, in the amount of $50. Cox Deckard seconded. The motion passed. Appeal denied. Citation #37531 upheld.

<u>CONSENT AGENDA</u>

1. Approval of Minutes-June 27, 2017
2. Request for Noise Permit for Phi Kappa Sigma Concert for a Cure (Saturday, 10/14)
3. Amend Resolution 2017-49: Use of Public Right-of-Way for Student Involvement Fair (Monday, 8/28)
4. ~~Resolution 2017-53: Use of City Streets for McDoel Neighborhood Street Painting Party (Sunday, 7/16)~~
5. Resolution 2017-54: Use of City Streets for Hoosiers Outrun Cancer (Saturday, 9/30)
6. Resolution 2017-55: Allow Mobile Vendor to

Operate in the Public Right-of-Way (Paradise Food)

7. Resolution 2017-56: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Kona Ice)
8. Resolution 2017-57: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Chocolate Moose)
9. Right-of-Way Dedication on E. 17 St.
10. Request for Noise Permit for Millions Marching for Medicare-for-All Bloomington (Monday, 7/24)
11. Approval of Payroll Register for 7/7/17 in the amount of $399,733.73.

Cox Deckard pulled the following item from the Consent Agenda: Resolution 2017-53: Use of City Streets for McDoel Neighborhood Street Painting Party (Sunday, 7/16). This item will be discussed under New Business.

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

NEW BUSINESS

Resolution 2017-53: Use of City Streets for McDoel Neighborhood Street Painting Party (Sunday, 7/16)

Michael Valliant, resident of the neighborhood, explained he and other residents have discussed this project for years. They felt that a mural would be a good addition to the neighborhood. The neighborhood association notified neighbors. He gave a brief history of the mural's artist.

Boatman asked how the traffic will impact the painting process.

Valliant explained work would be done between 9 a.m. and 5 p.m. The painting would be divided into quarters, painted in 2 hours blocks of time. They are prepared to make room for emergency vehicles. All materials would be removed by 7 p.m.

Boatman asked how Wylie plays into the project.

Valliant explained that Wylie may be used as a location to set up a traffic sign to alert drivers of the upcoming closure.

Cox Deckard asked about the time mentioned in the resolution.

Valliant asked to extend the initial request mentioned in the resolution to 7 p.m.

Boatman made a motion to approve Resolution 2017-53: Use of City Streets for McDoel Neighborhood Street Painting Party (Sunday, 7/16). Cox Deckard seconded. The motion passed. Resolution 2017-53 approved.

Approve Fiber Conduit Relocation Agreement with AT&T

Rick Routon, with Information and Technology Services, presented the Fiber Conduit Relocation Agreement with AT&T. See meeting packet for further details.

Boatman made a motion approve the Fiber Conduit Relocation Agreement with AT&T. Cox Deckard seconded. The motion passed. Agreement approved.

Approve 2nd Amendment to Memorandum of Understanding with H.M. Mac Construction, LLC to Use Public Right of Way During Construction of the Urban Station

Daniel Backler, with Planning and Transportation, presented the 2nd Amendment to Memorandum of Understanding with H.M. Mac Construction, LLC to Use Public Right of Way During Construction of the Urban Station. See meeting packet for further details.

Cox Deckard asked for clarification about which closure needs the extension.

Evan Crouch, with H.M.Mac, said it is the surrounding sidewalks and the alley that runs parallel to S. Walnut St. and S. Washington St. Most of the work will be done before school resumes on August 7th. Staff will be present at intersections to assist with pedestrian crossings, once school begins.

Boatman asked for details regarding the delays.

Crouch explained there were unforeseen weather conditions and issues underground.

Boatman made a motion to approve the 2nd Amendment to Memorandum of Understanding with H.M. Mac

Construction, LLC to Use Public Right of Way During Construction of the Urban Station. Cox Deckard seconded. The motion passed. Amendment approved.

STAFF REPORTS & OTHER BUSINESS

Christina Smith, with Public Works, provided the following announcements:

- Jason Speer will begin his time with the City on Monday, July 17th, as the Fleet Maintenance Director. He will be the successor of Mike Young, who has retired after more than 40 years of service to the City.
- The Animal Shelter has saved 1,019 lives this year. During the summer months the intake of cats doubles in volume, so there are a number of cats that need a forever home.
- Smith commended the Street Department and Sanitation Department for their work with the clean up after the 4th of July Parade and recent storm damage.
- Outdoor Seating Permits: BuffaLouies at the Gables (114 S. Indiana Ave.), The Atlas Ballroom (209 S. College Ave.), Bloomington Sandwich Company (118 E. Kirkwood Ave.), Crazy Horse (214 W. Kirkwood Ave.), FARMBloomington (108 E. Kirkwood Ave.), and Dagwood's Deli and Sub Shop (116 S. Indiana Ave.).

APPROVAL OF CLAIMS

Boatman moved to approve the Claims Register for 6/1/17-7/14/17 in the amount of $2,018,650.11. Cox Deckard seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:19 p.m.

Accepted by:

_____

Kyla Cox Deckard, President

_____

Kelly Boatman, Vice-president

_____

Dana Boatman, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: Banneker Community Center Block Party

Petitioner/Representative: Parks and Recreation

Staff Representative: Sean M. Starowitz

Meeting Date: July 25, 2017

Banneker Community Center is a City of Bloomington Parks and Recreation Facility that sponsors an end of summer celebration each year for summer programs participants, their families, neighbors and community partners.

Banneker Community Center is requesting permission to hold their block party, on Friday, July 28th, 2017 on North Elm Street from West 7th Street to West 8th Street. The street closure will be between the hours of 3:00 p.m. to 8:30 p.m., with the actual event between the hours of 5:30 p.m. to 8:00 p.m. The Banneker Community Center will provide food, music, and talent show. A noise permit is also included in the request.

Recommendation and Supporting Justification: Staff supports the street closure for Banneker Community Center Block Party pending the Maintenance of Traffic Plan (MOT) by Planning and Transportation Department.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-58

Banneker Community Center Block Party

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

WHEREAS, the Banneker Community Center is desirous of using North Elm Street between West 7th Street and West 8th Street for a Neighborhood Block Party; and

WHEREAS, the Banneker Community Center (hereinafter "Sponsor") is owned and operated by the City of Bloomington Parks and Recreation Department, and events such as this one have been sponsored in the past without Public Works receiving any complaints, and the Board supports neighborhood events that are free and open to the public.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that North Elm Street., between West 7th and West 8th Streets, shall be temporarily closed to motor vehicles from 3:00 p.m. until 8:30 p.m. on Friday, July 28, 2017, for the purpose of staging a block party with the actual event between the hours of 5:30 p.m. to 8:00 p.m.

2. The Sponsor shall be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.

3. The Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Sponsor agrees to close the street not before 3:00 p.m. on Friday, July 28, 2017 and to remove barricades and signage by 8:30 p.m. on Friday, July 28, 2017.

4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

5. The Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.

7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 8:30 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS

_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice-President	Erik Pearson For Parks and Recreation
_____	_____
Dana Palazzo, Secretary	Date:

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Erik Pearson		
Contact Phone:	812-349-3734	Mobile Phone:	812-322-8982
Title/Position:	Program/Facility Coordinator		
Organization:	Banneker Community Center		
Address:	930 W. 7th Street		
City, State, Zip:	Bloomington, Indiana 47404		
Contact E-Mail Address:	pearsone@bloomington.in.gov		
Organization E-Mail and URL:	Bloomington.in.gov/parks		
Org Phone No:	812-349-3700	Fax No:	

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

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

Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk ❑ Festival ❑☒ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)
Date(s) of Event:	7-28-17
Time of Event:	Date: 7-28-17 Start: 5:30 pm Date: 7-28-17 End: 8:00 pm
Setup/Teardown time Needed	Date: 7-28-17 Start: 3:00 pm Date: 7-28-17 End: 8:30 pm
Calendar Day of Week:	Friday
Description of Event:	Block party to celebrate the end of the Banneker Summer Camp. Will be blocking off Elm street in between 7th and 8th for food and seating and other activities.
Expected Number of Participants:	100 — Expected # of vehicles (Use of Parking Spaces to close): 8 street parking spaces on Elm

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

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

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

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

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

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

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

8. CHECKLIST

☒❑	Determine what type of Event
☒❑	Complete application with attachment ❑Detailed Map ❑ XProof of notification to businesses/residents (copy of letter/flyer/other) ❑ XMaintenance of Traffic Plan ❑ XNoise Permit Application (if applicable) ❑ Certificate of Liability Insurance ❑ Secured a Parade Permit from Bloomington Police Department (if applicable)NA ❑ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)NA ❑ Waste and Recycling Plan (if applicable) ATTACHED
❑	Date Application will be heard by Board of Public Works July 25, 2017
❑	Approved Parks Special Use Permit (if using a City Park)
❑	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police	7.18.17	Oldham
	Bloomington Fire	7.18.17	Johnson
	Planning & Transportation	7.18.17	Alexander
	Transit	N/A	
	Public Works	7.18.17	Smith
	Board of Public Works		

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Banneker Block Party			
Location of Event:	Banneker Community Center-Elm Street between 7th and 8th			
Date of Event:	7-28-17		Time of Event:	Start: 5:30
Calendar Day of Week:	Friday			End: 8:00
Description of Event:	Block party to celebrate end of summer camp at Banneker. Music and other audible noises will be played for a talent show in the area blocked off on Elm Street. Other activities will also be present.			
Source of Noise:	☐ Live Band	☐ Instrument	x☐ Loudspeaker	Will Noise be Amplified? ☐Yes x☐No
Is this a Charity Event?	☐Yes x☐ No	If Yes, to Benefit:		

Applicant Information

Name:	Erik Pearson		
Organization:	Banneker Community Center	Title:	Program/Facility Coordinator
Physical Address:	930 W. 7th Street		
Email Address:	pearsone@bloomington.in.gov	Phone Number:	812-349-3734
Signature:	*Erik Pearson*	Date:	7-17-17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: _____Banneker Block Party_____
Number of expected attendees: 100 _____
Number of food vendors: ___0_____
Number of other vendors: __1-Bounce House _____

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

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

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

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

Food, plates, plastic cups, napkins, etc
We will have waste bins for the food and recycling containers for all plastic/mixed paper items.

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

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

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.
-**Signage will be in place throughout Elm Street as well as within the Banneker Gym directing attendees on how to separate recyclables and where waste can be thrown away. Waste bins will be located in the street on either end of the food and seating areas, as well as inside the Banneker gym by both gym entrance locations. I will educate my staff at Banneker on these, and our building supervisor Pauline Gingles will be the lead for the collection. Staff will be located throughout each area near waste bins reminding participants to separate and throw away items.**

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

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

We do not have any vendors or volunteers for this event. All staff will be briefed on the details of this plan during a weekly staff meeting.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.
We will have signage at each waste location describing how to separate recyclables. Large waste bins will be located in each location along with one recycling bin next to each.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.
Each staff will be responsible for their area as they will be divided throughout the event. Pauline Gingles will be our lead on waste management and will monitor the bins for potential overflow.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Banneker Community Center Summer Block Party.

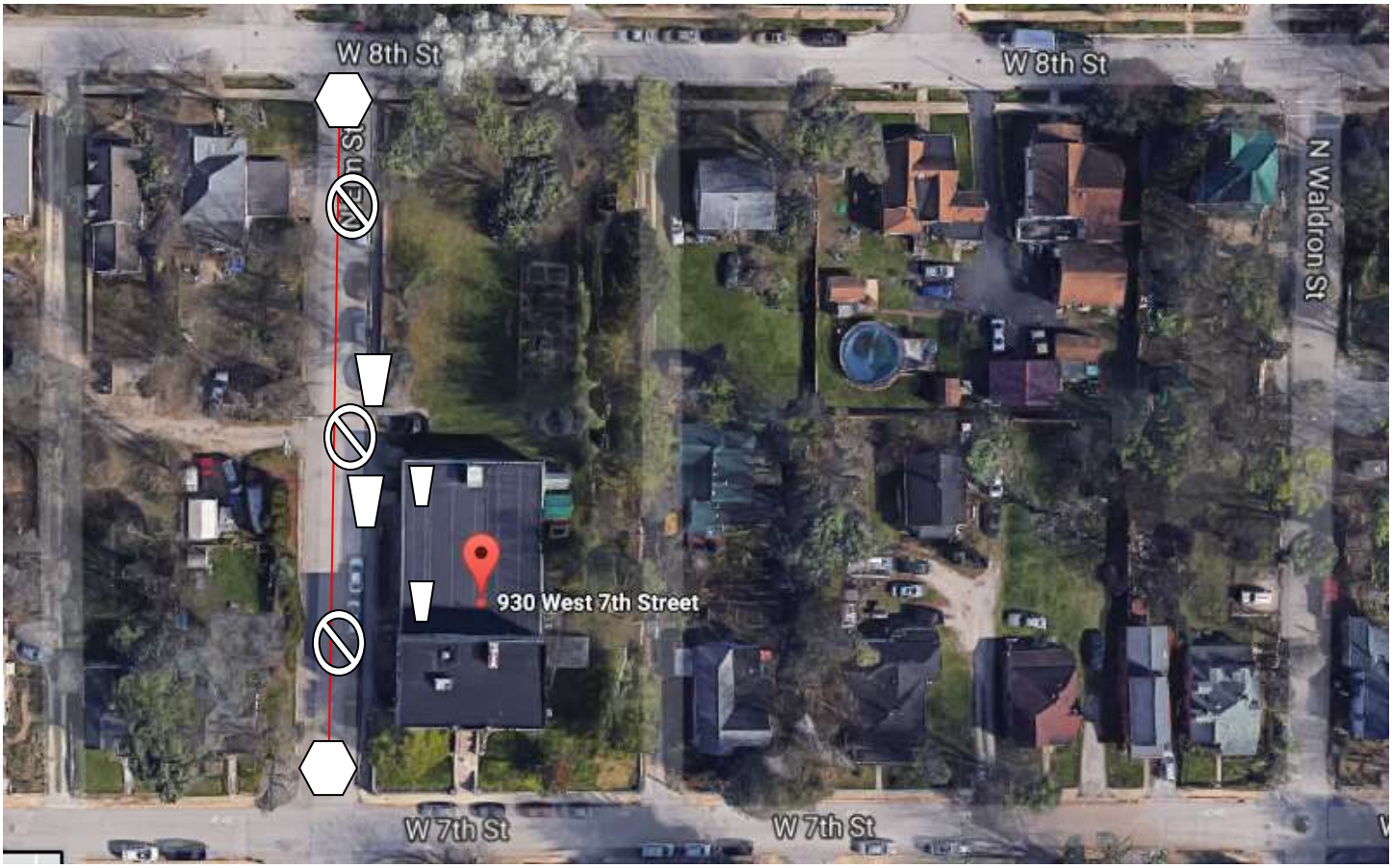
The Board of Public Works meeting to hear this request will be July 25th, 2017. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for the Banneker Community Center Summer Block Party will be on file and may be examined in the Public Works office on the Friday July 21st prior to the Tuesday July 25th meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Erik Pearson-Program/Facility Coordinator-Banneker Community Center
DATE: July 17th, 2017



Red line is area that will be blocked off. White hexagons are T-3 road barriers blocking off this section of Elm street. "No" symbols represent no parking signs along the area. Other signage will be signs indicating the upcoming closure.

The four way stop at 7th and Elm will remain open to those continuing on 7th street or going south on Elm. The same can be said for the intersection of 8th and Elm which will remain open to those continuing onto North Elm by Girls Inc.

=1 waste bin and recycling bin

=No parking signs

=T-3 Road barriers

Board of Public Works
Staff Report

Project/Event: Lotus World Music and Arts Festival.

Petitioner/Representative: Lotus Education & Arts Foundation

Staff Representative: Sean M. Starowitz

Meeting Date: July 25th, 2017

Event Date: Thursday, September 28th to Sunday, October 1, 2017

The 24th annual Lotus Music and Arts Festival is scheduled for Thursday, September 28 through Sunday, October 1, 2017.

The Lotus Education & Arts Foundation is requesting the closing of sections of E. 6th Street, W. 6th Street, E. Kirkwood Avenue, W. Kirkwood Avenue, W. 4th Street, E. 4th Street, N. Washington Street, S. Washington Street, and a noise permit during the hours of the festival. Attached is a map showing which streets are closed at what time each day and where venues are located.

Lotus will notify and work with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and will also notify residents and businesses in the surrounding area.

Staff recommends approval of the request.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-59

LOTUS WORLD MUSIC AND ARTS FESTIVAL 2017

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the "City") is empowered by I.C. 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

WHEREAS, the Lotus Education & Arts Foundation, Inc. (hereinafter referred to as "Lotus") would like to have the City close the following City streets: W. 6th Street between N. College Avenue and N. Walnut Street and N. Walnut and N. Lincoln Streets, W. Kirkwood Avenue between N. College Avenue and N. Walnut Street, E. Kirkwood Avenue between N. Walnut and N. Lincoln Streets, N. & S. Washington Street between E. 7th and E. 4th Streets, W. 4th Street between S. College Avenue and S. Walnut Street, and E. 4th Street between S. Walnut and S. Lincoln Streets in order to conduct a Special Event: the Lotus World Music and Arts Festival; and,

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

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

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

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the Lotus World Music and Arts Festival: W. 6th Street between N. College Avenue and N. Walnut Street and N. Walnut, W. Kirkwood Avenue between N. College Avenue and N. Walnut Street, E. Kirkwood Avenue between N. Walnut and N. Lincoln Streets, N. & S. Washington Street between E. 7th and E. 4th Streets, W. 4th Street between S. College Avenue and S. Walnut Street beginning at 8:00 a.m. on Thursday, September 28, 2017 and ending at 4:00 p.m. on Sunday, October 1, 2017 as indicated on the attached Lotus Comprehensive Map.

2. Lotus is requesting eighteen (18) parking spaces in City Lot 3 from 5:00 a.m. Friday, September 29, 2017 to 7:00 a.m. Monday, October 2, 2017 for trash and recycling services: and Twenty (20) parking spaces on S. Lincoln along 3rd Street Park's eastern edge from 11:00 am to 5:00 pm on Saturday, September 30, 2017.

3. Lotus shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.

4. Lotus shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Lotus shall obtain and place at its own expense barricades and signage required by the Traffic Plan. Lotus shall not close the streets until 8:00 a.m. on Thursday, September 28, 2017 and shall remove barricades and signage by 5:00 p.m. on Sunday, October 1, 2017.

5. Lotus shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

6. Lotus shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all "no parking" signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 5:00 p.m. on Sunday, October 1, 2017.

7. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of the Lotus World Music and Arts Festival.

9. Lotus shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

10. Lotus shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Lotus World Music and Arts Festival, a copy of which Lotus agrees to submit to the City at least thirty (30) days prior to the beginning of the Lotus World Music and Arts Festival.

11. In the event Lotus allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:

    a. Shall obtain a permit from the Monroe County Health Department;
    b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
    c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
    d. Shall not use any public electrical outlet;
    e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart's electrical needs;
    f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
    g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
    h. Shall contain an approved grease interceptor or grease trap;
    i. If a generator is utilized, the generators shall not exceed 70dBa;

j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

12. Lotus, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

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

ADOPTED THIS _____ DAY OF_____, 2017.

BOARD OF PUBLIC WORKS:	LOTUS EDUCATION & ARTS FOUNDATION, INC.:
_____	_____
Kyla Cox Deckard	Signature
_____	_____
Kelly M. Boatman	Printed Name
_____	_____
Dana Palazzo, Secretary	Title

July 25

CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Sunni Fass		
Contact Phone:	812-336-6599	Mobile Phone:	812-345-4844
Title/Position:	Executive Director		
Organization:	Lotus Education & Arts Foundation		
Address:	PO Box 1667		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	sunni@lotusfest.org		
Organization E-Mail and URL:	www.lotusfest.org		
Org Phone No:	812-336-6599	Fax No:	n/a

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

Organization Name:	Food/beverage vendors: One World Enterprises; Upland Brewing Co.		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:	Other food/beverage: TBD		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	☒Metered Parking Space(s) ☐Run/Walk ☒ Festival ☐ Block Party ☒ Parade ☐ Other (Explain below in Description of Event)	
Date(s) of Event:	September 28 – October 1, 2017	
Time of Event:	Date: 9/28/17 Start: 8:00am Date: 10/1/17 End: 4:00pm	
Setup/Teardown time Needed	Above dates/times are inclusive of setup/teardown	
Calendar Day of Week:	Thursday - Sunday	
Description of Event:	**24th Annual Lotus World Music & Arts Festival** Each fall, the signature Lotus World Music & Arts Festival presents 50+ performances with over 140 individual artists from across the globe, serving a multi-generational audience of over 12,000 people including families, students, seniors, adult professionals, visitors, and underserved populations from larger urban areas as well as from smaller, often rural, communities across south-central Indiana. The Festival spans 4 days and creates a multi-block pedestrian perimeter in downtown Bloomington that comes to life with ticketed concerts, free participatory arts and arts-education activities, processions, exhibits, workshops, and a range of other programs generated through Lotus's strong relationships with local organizations and downtown businesses.	
Expected Number of Participants:	12,000	Expected # of vehicles (Use of Parking Spaces to close): **see attached map**

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

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

8.

CHECKLIST

☑	Determine what type of Event
☑	Complete application with attachment ❑ Detailed Map ❑ Proof of notification to businesses/residents (copy of letter/flyer/other) ❑ Maintenance of Traffic Plan ❑ Noise Permit Application (if applicable) ❑ Certificate of Liability Insurance ❑ Secured a Parade Permit from Bloomington Police Department (if applicable) ❑ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) ❑ Waste and Recycling Plan (if applicable)
☒	Date Application will be heard by Board of Public Works **JULY 25**
❑	Approved Parks Special Use Permit (if using a City Park) PENDING
❑	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) PENDING

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development	5-17-17	SS
	Bloomington Police	5-17-17	S. Oldham
	Bloomington Fire	6-5-17	J. Johnson
	Planning & Transportation	5-17	R. Alexander
	Transit	7-18-17	L May
	Public Works	OK	Adam Wason
	Board of Public Works		

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

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

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

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

☒	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) **- attached** The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
☒	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works – **see attached; dist. to ~600 residents, businesses, & property owners**
☐Pending	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☐Not applicable
☒	A properly executed Maintenance of Traffic Plan **- attached** *Determine if No Parking Signs will be required * Determine if Barricades will be required
☒	Noise Permit application ☐ Not applicable
☐See note	Beer & Wine Permit ☒ Not applicable ***Vendors listed will apply independently for Beer & Wine permits***
☒	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. **-attached**
☐ Pending	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
☒	Waste & Recycling Plan if more than 100 participates -- **See attached dumpster logistics/plan**

NOISE PERMIT

CITY OF BLOOMINGTON

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	**24th Annual Lotus World Music & Arts Festival**			
Location of Event:	Downtown Bloomington			
Date of Event:	September 28-October 1, 2017		Time of Event:	Start: 9/28 8am
Calendar Day of Week:	Thursday - Sunday			
Description of Event:	The Lotus World Music & Arts Festival presents 50+ performances with over 140 individual artists from across the globe, serving a multi-generational audience of over 12,000 people. The Festival spans 4 days and creates a multi-block pedestrian perimeter in downtown Bloomington that comes to life with ticketed concerts, free participatory arts and arts-education activities, processions, exhibits, workshops, and a range of other programs in both indoor and outdoor venues.			
Source of Noise:	X Live Band	X Instrument	X Loudspeaker	Will Noise be Amplified? X Yes ☐No
Is this a Charity Event?	X Yes ☐No	If Yes, to Benefit: Lotus		

Applicant Information

Name:	Sunni Fass		
Organization:	Lotus Education & Arts Foundation	Title:	Executive Director
Physical Address:	105 S. Rogers (mailing address: PO Box 1667, 47402)		
Email Address:	sunni@lotusfest.org	Phone Number:	812-336-6599
Signature:		Date:	05/12/17

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste/Recycling & Sanitation Management Plan
Lotus World Music & Arts Festival

Event name: Lotus World Music & Arts Festival
Number of expected attendees: 12,000
Number of food vendors: TBD
Number of other vendors: n/a

Designated waste and recycling manager: Lotus partners with Republic Services to provide trash dumpsters, recycling dumpsters, and trash/recycling toters to service the Festival. The plan is overseen by Sunni Fass, Executive Director, with the help of volunteer committees and on-site/delegated House Managers at each Festival venue.

Event map: See map attached to event application for dumpster placement downtown. Dumpsters are also placed at Third Street Park for Lotus in the Park events.

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

Collection and hauling system: Dumpsters are delivered by Republic preceding event. Clearly marked trash and recycling receptacles/barrels are placed in and around all Festival venues and food-service areas. Receptacles are checked regularly by designated volunteers, who remove/replace receptacle bags as needed and transport full bags to larger toters at each venue; when toters are full, they are wheeled to dumpster location(s) and emptied appropriately (trash vs. recycling). Dumpsters are collected by Republic following event.

Vendor and volunteer education and training: Volunteers are trained in advance at Lotus Volunteer Orientations and instructions are reinforced by each venue House Manager on-site at the event.

Materials and supplies: Receptacles/barrels, bags (clear for recycling, black for trash), gloves, signage, large toters – consumables such as bags and gloves are stocked in a "site kit" at each venue/area.

Designation of duties: Waste management plan is directed by Lotus Executive Director (Sunni Fass) and Festival volunteer committee chairs (Crystal Ritter/Andrew Simmons); on-site execution is managed by volunteer venue House Managers (TBD), who report to Lotus Volunteer Coordinator (Tamara Loewenthal).

Sanitation: Lotus contracts with Monroe Tuff-Jon to place regular and accessible port-o-lets throughout the Festival precinct, including in restricted-access areas for artist use. Port-o-lets are delivered after street closures take effect and are serviced at least once during the event span (usually Saturday morning). For Lotus in the Park activities, Lotus rents the Allison-Jukebox facilities and restrooms.

NOTE: Approx. 600 letters are distributed several weeks in advance of scheduled BPW meeting; letters are distributed by hand to residents and businesses and mailed to property owners.

DATE

Lotus Education & Arts Foundation
P.O. Box 1667
Bloomington, Indiana
47402 USA

(812) 336-6599
fax (812) 336-3959

lotus@lotusfest.org
www.lotusfest.org

Lotus is a 501(c)3 not-for-profit organization

Dear Downtown Resident:

The 24th annual Lotus World Music & Arts Festival will be held September 28-October 1, 2017, and we look forward to another exciting year in downtown Bloomington. Once again, we expect to draw thousands of people to our city's lively and pedestrian-friendly downtown to enjoy world-class performing artists from all over the globe. The Lotus Festival has become a signature event for Bloomington, and so much of its success is directly attributable to our community—thank you!

From past festivals, we know that 10,000–12,000 people visit downtown Bloomington over the course of the event each year not only to experience the Lotus Festival but also to patronize our downtown businesses. Lotus attendees—many from out of town—start arriving long before the evening festivities start, and they spend considerable time on festival weekend exploring the streets around the courthouse, browsing in stores, and stopping into restaurants for a quick bite.

In order to create and maintain a festive, safe environment in the streets throughout the long weekend, Lotus is proposing the following street closings in 2017.

- **From 8 a.m. Thursday, Sept. 28, until 4 p.m. Sunday, Oct. 1:**
  - 6th Street between College Avenue and Walnut Street, and alley running north to midpoint of block
  - 4th Street between College Avenue and Walnut Street, and alleys running north and south to midpoint of block
    Note: 4th Street parking garage remains accessible throughout the weekend.
- **From 8 a.m. Friday, Sept. 29, until 9 a.m. Sunday, Oct. 1:**
  - Kirkwood Avenue between Walnut Street and Washington Street, and all connecting alleys
- **From 8 a.m. Friday, Sept. 29, until 3 p.m. Sunday, Oct. 1:**
  - 6th Street between Walnut Street and Washington Street, and alley running north to midpoint of block
- **From 4:30 p.m. to 12:30 a.m. on Friday, Sept. 29, <u>and</u> Saturday, Sept. 30:**
  - Kirkwood Avenue between Walnut Street and College Avenue
- **From 5:30 p.m. to 12:30 a.m. on Friday, Sept. 29, <u>and</u> Saturday, Sept. 30:**
  - 6th Street from Washington Street to Lincoln Street and all connecting alleys
  - Washington Street from 4th Street to 7th Street and all connecting alleys
    Note: Washington Street between 6th Street and 7th Street will be accessible to residents of that block only.
  - Kirkwood Avenue between Washington Street and Lincoln Street

Evening showcases and other evening events will begin at approximately 6:00 p.m. and run until 12:00 a.m. on Friday, September 29, and Saturday, September 30. Festival set-up begins as early as Thursday, and tear-down can run until Sunday afternoon.

Creating opportunities to experience, celebrate, & explore the diversity of the world's cultures, through music & the arts

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Arts Foundation
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Additionally, please be aware that to ensure smooth production and the highest-quality performances, musicians will conduct sound checks and rehearsals in the afternoons on Friday and Saturday, in both indoor and outdoor venues. Sound checks usually start at or after 1:00 p.m. and may be audible downtown for several hours.

The Board of Public Works is currently scheduled to evaluate our proposal at its DATE public meeting in City Hall. Meeting dates may be subject to change; please check City publications.

If you have any questions or concerns, I encourage you to contact me directly (Sunni Fass, Executive Director, sunni@lotusfest.org or 812-336-6599) or to attend the Board of Public Works meeting. You can also call the Board of Public Works at 812-349-3410 or write to them at P.O. Box 100, 47402.

Thank you for your consideration and support! We look forward to bringing the Lotus World Music & Arts Festival to downtown Bloomington for another sensational weekend in September.

Sincerely,

Sunni Fass

Executive Director

LOTUS 2017 Impacted Properties		
100 E 5th ST	115 E 6th ST	211 S College AVE
100 N Walnut ST	115 N Washington ST	211 S College AVE
100 W 6th ST	115 S Walnut ST	213 N Walnut ST
100 W Kirkwood AVE	116 S Walnut ST	216 N Walnut ST
101 W Kirkwood Ave	116 S Walnut ST	219 E 4th ST
102 N Walnut ST	116 W 6th ST	219 E 4th ST
102 W 6th ST	117 E 6th ST	221 E 6th ST
103 E 6th ST	118 E 7th ST	221 E 6th ST
104 E Kirkwood AVE	118 N Walnut ST	221 E 6th ST
105 E 6th ST	118 W 6th ST	221 E 6th ST
105 E 6th ST	119 S Walnut ST	221 E Kirkwood AVE
105 E 6th ST	120 E 6th ST	222 S Walnut ST
105 W 7th ST	120 N Walnut ST	225 N Washington ST
105 W 7th ST	121 E Kirkwood AVE	240 N Washington ST
106 N Walnut ST	121 E Kirkwood AVE	250 N Walnut ST
106 N Walnut ST	121 E Kirkwood AVE	
107 E 6th ST	121 E Kirkwood AVE	
108 E 6th ST	121 S Walnut ST	
108 E Kirkwood AVE	122 E Kirkwood AVE	
108 W 6th ST	122 N Walnut ST	
109 E 6th ST	122 S Walnut ST	
109 W 4th ST	122 W 6th ST	
110 N Walnut ST	123 S College AVE	
110 N Walnut ST	125 S College AVE	
110 S WASHINGTON STREET	126 E 6th ST	
110 W 6th ST	200 E Kirkwood AVE	
110 W 7th ST	201 E 6th ST	
110 W 7th ST	201 E 6th ST	
111 E 6th ST	201 S College AVE	
111 E 6th ST	202 E 6th ST	
111 E 6th ST B	202 N Walnut ST	
111 E 6th ST C	204 N Walnut ST	
111 E 6th ST D	205 E Kirkwood AVE	
111 E 6th ST E	208 N Walnut ST	
111 E 6th ST G	209 S College AVE	
112 E Kirkwood AVE	210 E 7th ST	
112 N Walnut ST	210 E Kirkwood AVE	
112 W 6th ST	210 E Kirkwood AVE	
113 S Walnut ST	210 E Kirkwood AVE	
114 E 6th ST	210 N Washington ST	
114 E 7th ST	211 N Washington ST	
114 N Walnut ST	211 S College AVE	

LOTUS-1 OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2017

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

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

PRODUCER
ISU Ins Svcs-The May Agency
1327 N. Walnut St. PO Box 1669
Bloomington, IN 47402
Lisa M Slone

CONTACT NAME: Lisa M Slone
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: lslone@mayagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual	15350
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lotus Ed. & Arts Foundation
Sunni Fass
PO Box 1667
Bloomington, IN 47402

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		1787098	01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			1787098	01/01/2017	01/01/2018	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITYBLO

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa Slone

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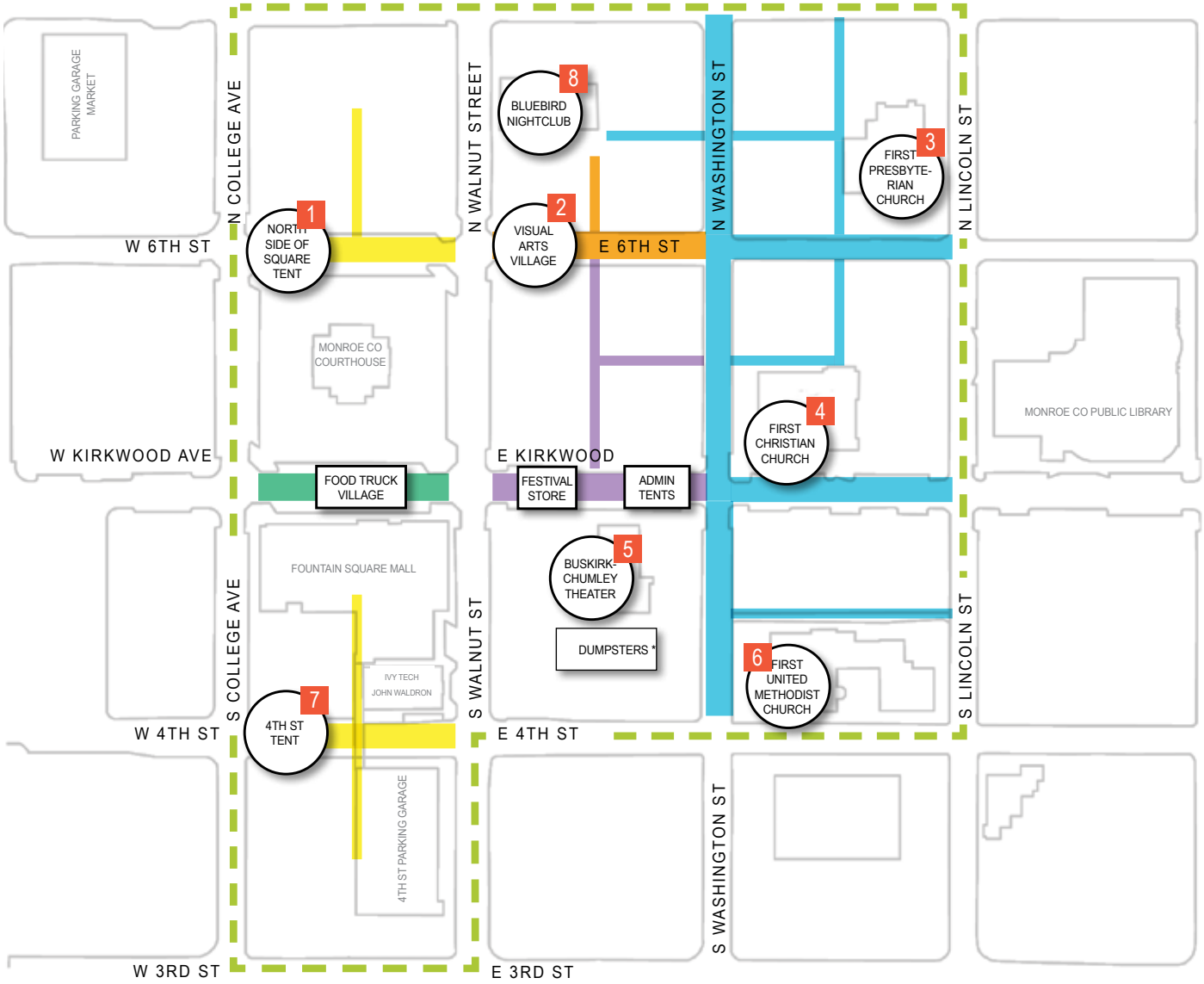
LOTUS 2017 STREET & ALLEY CLOSINGS
PROPOSED MAP • SEPT. 28 - OCT. 1



CLOSED 8AM THURSDAY–4PM SUNDAY
(PARKING GARAGE ACCESS REMAINS OPEN)

CLOSED 5:30PM–12:30AM FRIDAY & SATURDAY

CLOSED 4:30PM–12:30AM FRIDAY & SATURDAY

CLOSED 8AM FRIDAY–9AM SUNDAY

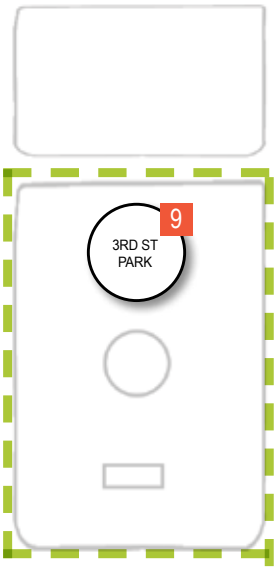
CLOSED 8AM FRIDAY–3PM SUNDAY

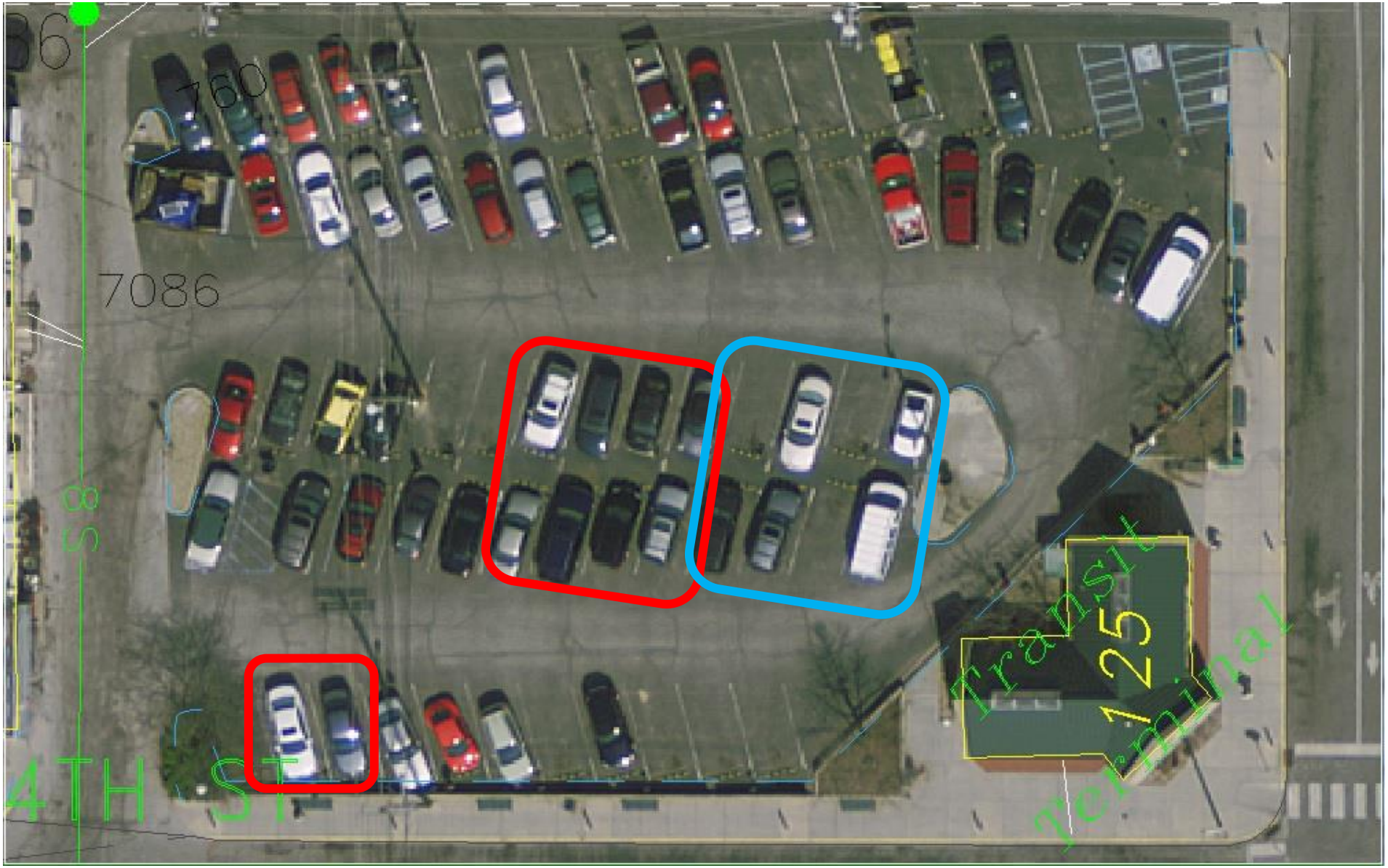
FESTIVAL PERIMETER

FESTIVAL VENUE OR FACILITY

* see detail for Dumpster placement/times

Note: Saturday evening parade route TBD; will be entirely within Festival perimeter.





= Dumpster Site(s): Closed Friday 9/29 @ 5am THROUGH Monday 10/2 @ 7am

= Clearance for pickup/dropoff: Closed Friday 9/29 @ 5-7am AND Monday 10/2 @ 5-7am

Board of Public Works
Staff Report

Project/Event: CW Banquet and Catering; Back to School Bash

Petitioner/Representative: Carla Williams

Staff Representative: Christina Smith

Meeting Date: July 25, 2017

Event Date: August 5, 2017

CW Banquet and Catering will be holding a Back to School Bash at Lighthouse Community Church located at 850 E. Winslow Road. The event will start at 11:00 a.m. and go until 4:00 p.m. on Saturday, August 5, 2017. This event is open to the general public, featuring genuine soul food and will have amplified gospel music playing in the background during the event hours.

Carla Williams Head Chef of CW Banquet and Catering has notified all of the adjacent property owners surrounding the church and of the Board of Public Works Meeting on July 25th. Staff supports the request.

Recommend ☑ Approval ☐ Denial by Christina Smith

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information Lighthouse Community Church

Name of Event:	CW banquet and Catering: Back to School bash		
Location of Event:	850 S. Winslow RD		
Date of Event:	August 5, 2017	Time of Event:	Start: 11Am
Calendar Day of Week:	Saturday		End: 4:pm
Description of Event:	Back to school bash + Catering event.		
Source of Noise:	☐ Live Band ☐ Instrument ☒ Loudspeaker		Will Noise be Amplified? ☒Yes ☐No
Is this a Charity Event?	☐Yes ☒No	If Yes, to Benefit:	

Applicant Information

Name:	Carla Williams		
Organization:	CWbanquetandcatering	Title:	Head Chef
Physical Address:	500 So Bassword Dr		
Email Address:	CWbanquetandcatering@gmail.com	Phone Number:	812) 360-2481
Signature:	Carla Williams	Date:	July 19, 2017

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Kelly Boatman, Vice-President
Date	Melanie Castillo-Cullather, Secretary

CW Banqueting and Catering Presents- BACK TO SCHOOL BASH

A community event to present CW Banqueting and Catering to the Bloomington community.

Contact: Carla Williams: Phone: 8123602481, Email: cwbanquetandcatering@gmail.com

Our Mission: CW Banqueting and Catering is a genuine soul food catering company.
Our goal is to serve the community by providing great food and service. CW Banqueting and Catering reaches victims of domestic violence for job opportunities that encourage and build positive work ethic, honesty, integrity, and confidence.

Description of Event: CW Banqueting and Catering is hosting **The Back to School Bash** to introduce the company to the community while providing food, entertainment, community resources, and school supplies as families get ready for the school year.

Purpose of Event: CW Banqueting and Catering's, **Back to School Bash** goal is to give back to the community. With 40% of the Bloomington population living in poverty, providing school supplies will in turn help a percentage of families in need. The Back to School Bash will offer a family friendly environment for the community to come together while giving vendors and local agencies an opportunity to interact with the people of Bloomington.

Back to School Bash August 5, 2017 11:00am-4pm

Entertainment: Face painting
Bounce house
Water slides

Music: J. Harris and S.O.W.
DeMusic

Fish dinners $6

Dinners include: 2 pieces of fried catfish, coleslaw, fries and a drink.

Notice of Public Meeting Letter

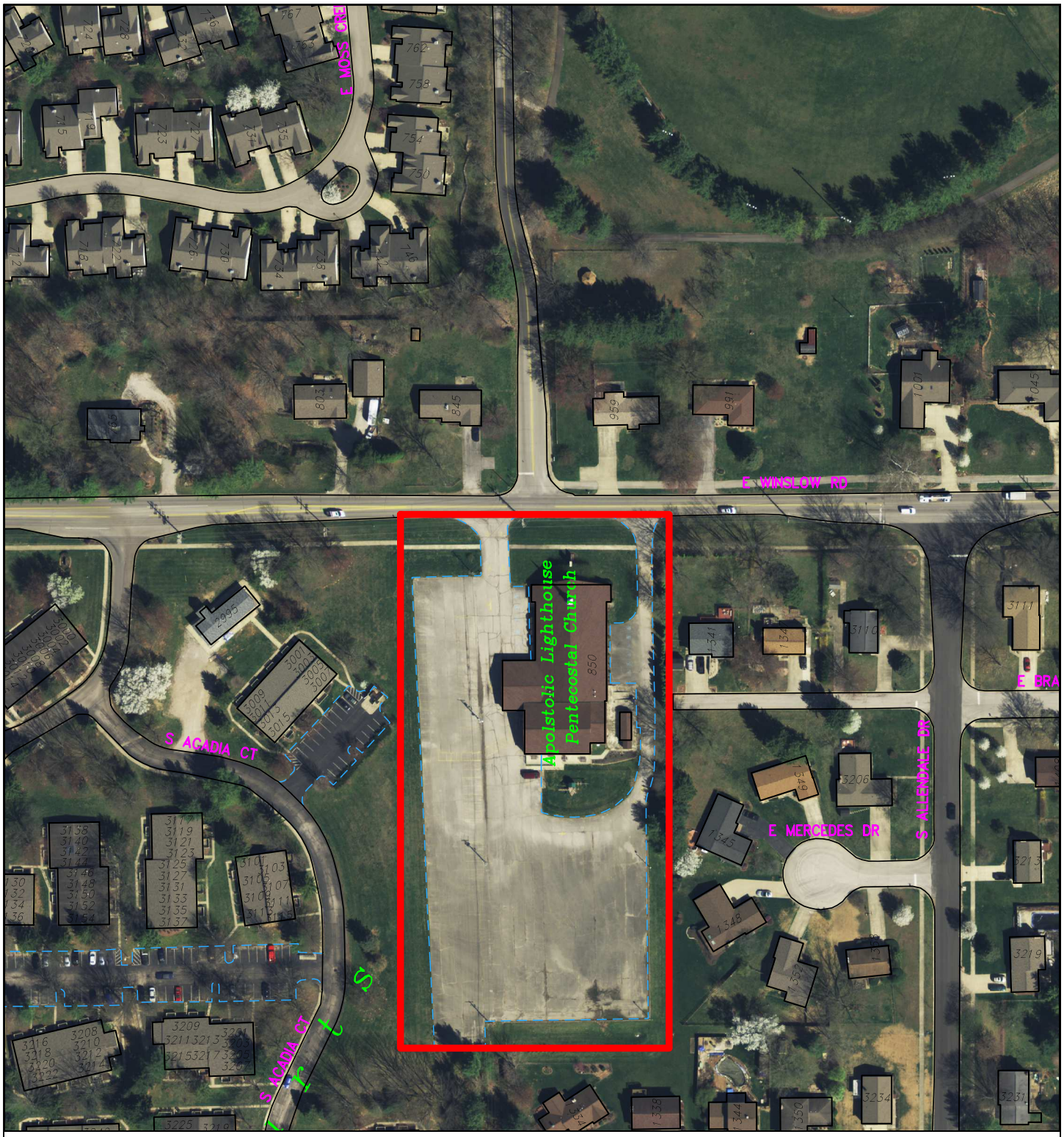
The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at **850 E. Winslow Rd., Lighthouse Community Church** which is tentatively scheduled for **Saturday, August 5, 2017 from 11 a.m. to 4 p.m.**

The Board of Public Works meeting to hear this request will be held on **July 25, 2017**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton St. (Room 115) at 5:30 p.m.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Lighthouse Community Church
Date: 7/19/2017



Lighthouse Community Church Back to School Bash

Saturday 8/5/17 from 11am until 4 pm

By: hoseav

19 Jul 17

150 0 150 300 450

N

City of Bloomington
Public Works

Scale: 1" = 150'

For reference only; map information NOT warranted.

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/21/2017	Payroll				392,503.95
					392,503.95

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 **$ 392,503.95**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event:	Resolution to Abate Unsafe Structure Located at 1633 S. Pinsetone Ct.
Petitioner/Representative:	Housing and Neighborhood Development
Staff Representative:	Michael Arnold
Date:	25 July 2017

Report:

30 May 2017	HAND inspector noticed issues with the structure in violation of Title 17.
06 June 2017	Sent Order to Repair Certified mail, 1st class mail and posted on site.
10 July 2017	Deadline for compliance.
11 July 2017	Sent letter informing owner of BPW meeting to request permission to abate the issue.

On 30 May 2017 it was noted that the ceiling of the covered front porch is missing, there is a damaged garage door and there is deterioration to the roof on the west side of the structure in violation of Title 17 Unsafe Building Law (BMC 17.16).

On 06 June 2017 an Order to Repair the structure was mailed to the owner listed on the City and Monroe County GIS website. The Order to Repair has a 30 day deadline for repair from the date the mailing was received by the owner.

To date there has been no work on the structure. No mailings have been returned to HAND from the post office and the Certified mail return receipt has not been received by HAND.

HAND is requesting a resolution granting permission to abate the unsafe structure as outlined in the Order to Repair as well as to do Notice by Publication and to request Warrant of Entry from Monroe County Courts as necessary to bring the property into compliance with the Order.

Recommendation and Supporting Justification:

Order to Repair has been attached along with pictures.

Recommend ☒ **Approval** ☐ **Denial by:** *Michael Arnold*

BOARD OF PUBLIC WORKS
RESOLUTION 2017-62
Authorization of Notice by Publication
Unsafe Property at 1633 S. Pinestone Ct., Bloomington, Indiana

WHEREAS, the City of Bloomington, either through its Housing and Neighborhood Development Department ("HAND") or this Board of Public Works has issued an **Order on June 6, 2017,** the structure located at 1633 S. Pinestone Ct., Bloomington, Indiana ("Property") because said structure is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code;

WHEREAS, HAND has attempted to notify the owner of record of the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, of the **Order dated June 6, 2017** and/or the Notice of Bid Letting in accordance with the notice requirements of Indiana Code 36-7-9-25 and the Bloomington Municipal Code, but said attempts have been unsuccessful despite all reasonable efforts made by HAND; and

WHEREAS, the Board of Public Works specifically concludes that HAND made a reasonable effort to obtain service of the **Order dated June 6, 2017,** and/or the Notice of Bid Letting in accordance with the notice requirements of Indiana Code 36-7-9-25(a) and the Bloomington Municipal Code, but that said efforts were unsuccessful.

WHEREAS, the Board of Public Works feels that as the service required by Indiana Code 36-7-9-25(a) and the Bloomington Municipal Code has been unsuccessful, despite all reasonable attempts to perfect service, that it is appropriate for HAND to obtain legal service in accordance with Indiana Code 36-7-9-25(b) (i.e. via publication in the Herald Times Newspaper);

NOW, THEREFORE, BE IT RESOLVED:

That HAND shall provide service of its **Order dated June 6, 2017,** and/or Notice of Bid Letting via publication in the Herald Times Newspaper in accordance with the requirements of Indiana Code 36-7-9-25(b).

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this _____ day of _____, 20__.

My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name of Notary

BOARD OF PUBLIC WORKS
RESOLUTION 2017-63
Unsafe Order to Repair - Abatement
Unsafe Property at 1633 S. Pinestone Ct., Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development ("HAND") has issued an **Order To Repair** on the property located at 1633 S. Pinestone Ct., Bloomington, Indiana ("Property") on June 6, 2017, because said property is unsafe as defined by both Indiana Code § 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued the Order to Repair to the owner of record for the Property, and said individual is believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9 *et seq*. and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the deadline for completion of all repairs was July 10, 2017; and

WHEREAS, the owner of record failed to comply with the Order to Repair when he did not complete the repairs as ordered.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Public Works hereby affirms the Order issued by HAND on the 6th Day of June, 2017.

2. The owner of record has failed to comply with the Order issued by HAND on the 6th Day of June, 2017, thereby necessitating abatement of the property located at 1633 S. Pinestone Ct., Bloomington, Indiana.

3. HAND shall initiate abatement procedures to complete the repairs as ordered and needed to remove the unsafe conditions now existing at 1633 S. Pinestone Ct., Bloomington, Indiana.

4. HAND may seek a Warrant of Entry from the Monroe Circuit Court as necessary to bring this property into compliance with the Order of June 6, 2017.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

STATE OF INDIANA) SS:
COUNTY OF MONROE)

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

WITNESS, my hand notarial seal this _____ day of _____, 2017.

My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name of Notary

City of Bloomington
Housing and Neighborhood Development

30 May 2017

William Moore
1633 S. Pinestone Ct.
Bloomington IN 47401

UNSAFE BUILDING
ORDER TO REPAIR

RE: Structure(s) located at 1633 S. Pinestone Ct., Bloomington, Indiana 47401
Legal description of relevant property: 015-27650-10 Pinestone Lot 10

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **REPAIR THE STRUCTURE(S)** at the above-referenced property within **30** days, to wit: commencing on the date of receipt of this Order to Repair. This Order expires two years from date of receipt/or posting on site.

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

1. **Contact Monroe County Building Department to determine if a Building Permit is required for the work to be completed.**
2. **Repair the roof, including but not limited to, deterioration on the front of the structure at and around the front porch and other deteriorated areas.**
3. **Replace the missing ceiling of the front porch roof structure.**
4. **Structure to remain sealed. All doors and windows to be locked or properly locked or boarded to prevent unauthorized access. All other openings to be properly sealed.**
5. **Notify Housing and Neighborhood Development upon completion of the work.**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REPAIR** is being issued as a result of inspection(s) conducted by HAND on 05 April, 2016. The inspection(s) revealed that the property is:

☐ In an impaired structural condition that makes it unsafe to a person or property;

☐ A fire hazard;

☐ A hazard to the public health;

☐ A public nuisance;

☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or

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

The law does not require a hearing prior to this Order being issued.

As the recorded owner you *may* request a hearing regarding this Order. Any request for a hearing must be in writing, be submitted to the HAND Department (401 N. Morton Street, Bloomington, Indiana 47404), and be submitted within ten (10) days of receipt of this Order. If a proper request for a hearing is received, the hearing will be held by the City of Bloomington's ("City") Board of Public Works ("Board") during one of the Board's regularly scheduled meetings. You will be provided the date, time and location of the Board's hearing. If you request a hearing either you or your legal counsel may present evidence, cross-examine witnesses, and present arguments.

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

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

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

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100

Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

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

Date

City of Bloomington
Housing and Neighborhood Development

11 July 2017

William Moore
1633 S. Pinestone Ct.
Bloomington IN 47401

Re: 1633 S. Pinestone Ct.; 015-27650-10 Pinestone Lot 10

Dear William Moore:

Monroe County records show you are still the owner of the above noted property. This property is past due for compliance with the Order to Repair the structure. The deadline for compliance with the Order to Repair the structure was 07 July 2017. A drive-by of the property on 10 July 2017 showed that the structure has not been repaired.

This letter is to notify you that Housing and Neighborhood Development will request permission from the Board of Public Works to repair the structure to bring the property into compliance with the Order to Repair. The Board of Public Works meeting will be on 25 July 2017 at 5:30pm in the Council Chambers of Shower's City Hall located at 401 N. Morton St. Bloomington IN 47404.

If you have questions regarding this issue please contact me at 812-349-3420.

Sincerely,

Michael Arnold
Neighborhood Compliance Officer

1633 S. Pinestone Ct.
30 May 2017

Porch Ceiling

Roof Deterioration

Loose Panel on Garage Door

1633 S. Pinestone Ct.
10 July 2017

Board of Public Works
Staff Report

Project/Event: Request to use Kirkwood on August 12, 2017 for Nick's English Hut 90th Anniversary Event.

Staff Representative: Sean Starowitz

Petitioner/Representative: Susan Bright

Date: July 25, 2017

Report: Nick's English Hut is requesting the use Kirkwood Avenue between North Grant Street and North Dunn Street on Saturday, August 12, 2017 from 7:00 a.m. on Saturday, August 12, 2017 until 1:00 a.m. Sunday the 13th for its 90th Anniversary Celebration. The event will run from 3 p.m. to 11 p.m. Nick's plans to have a specific family area with games, face painting, as well as sections for food, a beer tent, and a stage and live band.

Event hours are 3 p.m. to 11:00 p.m. They are also requesting a Noise Permit as well during event hours. Nearby business have been notified of this meeting.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

RESOLUTION 2017-60

NICK'S ENGLISH HUT 90TH ANNIVERSARY CELEBRATION

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

WHEREAS, Nick's English Hut "Nick's" has requested use of city streets to conduct a street event; and

WHEREAS, Nick's has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Nick's English Hut 90th Anniversary Celebration event between the hours of 7 a.m. on Saturday, August 12, 2017 until 1:00 a.m. on Sunday, August 13th, 2017: East Kirkwood Avenue between North Grant Street and North Dunn Street.

2. The street closures outlined above are for the purposes of allowing Nick's to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, August 12, 2017.

3. Nick's shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Nick's agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Nick's agrees to close the streets not before 7:00 a.m. on Saturday, August 12, 2017, and to remove barricades and signage by 1:00 a.m. on August 13, 2017.

4. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played until 11:00 p.m. on the day of the event.

5. Nick's shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.

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

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

ADOPTED THIS_____DAY OF_____, 2017.

BOARD OF PUBLIC WORKS:	**NICK's ENGLISH HUT**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Kelly Boatman	Printed Name
_____	_____
Dana Palazzo, Secretary	Position
	_____
	Date

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Susan Bright		
Contact Phone:	812-332-4040	Mobile Phone:	812-327-8823
Title/Position:	CFO/Owner		
Organization:	Nick's English Hut		
Address:	423 E. Kirkwood Avenue		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	susan@nicksenglishhut.com		
Organization E-Mail and URL:	www.nicksenglishhut.com		
Org Phone No:	812-332-4040	Fax No:	812-339-0282

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

Organization Name:	Monarch Beverages		
Address:	9347 Pendleton Pike		
City, State, Zip:	Indianapolis, IN 46236		
Contact E-Mail Address:	JJenkins@monarch-beverage.com		
Phone Number:	317-612-1310	Mobile Phone:	
Organization Name:	MillerCoors		
Address:	9347 Pendleton Pike		
City, State, Zip:	Indianapolis, IN 46236		
E-Mail Address:	charlie.sparrow@millercoors.com		
Phone Number:		Mobile Phone:	414-807-8922

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk ☒ Festival ☒ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)	
Date(s) of Event:	August 12, 2017	
Time of Event:	Date: 8/12/17 Start: 3:00pm Date: 8/12/17 End: 11:00pm	
Setup/Teardown time Needed	Date: 8/12/17 Start: 7:00am Date: 8/13/17 End: 1:00am	
Calendar Day of Week:	Saturday	
Description of Event:	In celebration of our 90th consecutive year doing business in the same location we wish to throw a party, unveil and sell a beer made especially for our 90th celebration as well as sell other beer, wine and food. We would like to provide tables and chairs for people to eat and drink. We would also like to provide a stage with live music and space for people to dance.	
Expected Number of Participants:	1000-2000	Expected # of vehicles (Use of Parking Spaces to close): 23 spaces closed

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

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

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

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

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

8.
CHECKLIST

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

For City Of Bloomington Use Only

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

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Nick's English Hut 90th Anniversary		
Location of Event:	400 Block E Kirkwood		
Date of Event:	August 12, 2017	Time of Event:	Start: 3pm
Calendar Day of Week:	Saturday		End: 11pm
Description of Event:	In celebration of our 90th consecutive year doing business in the same location we wish to throw a party, unveil and sell a beer made especially for our 90th celebration as well as sell other beer, wine and food. We would like to provide tables and chairs for people to eat and drink. We would also like to provide a stage with live music and space for people to dance.		
Source of Noise:	☒ Live Band ☐ Instrument ☒ Loudspeaker		Will Noise be Amplified? ☒Yes ☐No
Is this a Charity Event?	☐Yes ☒No	If Yes, to Benefit:	

Applicant Information

Name:	Susan Bright		
Organization:	Nick's English Hut	Title:	Owner/CFO
Physical Address:	423 E. Kirkwood Ave		
Email Address:	susan@nicksenglishhut.com	Phone Number:	812-327-8823
Signature:	Susan Bright	Date:	7/7/17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

Waste and Recycling Management Plan

Event name: Nick's English Hut 90th Anniversary Block Party
Number of expected attendees: 1000-2000
Number of food vendors: 1vendor (Nick's English Hut)
Number of other vendors: 3-5 Beer Vendors

Designated waste and recycling manager: Cameron Flanagan, Manager, Nick's English Hut

Event map: Waste and recycling bins are clearly marked by green triangles on our event map. These will be in conjunction with each entrance/exit (should the entire event be roped off). The number of bins could increase based on turnout.

Targeted waste:

Type of waste	Collection plan
Plastic and aluminum containers	Recycling bins
Mixed paper, cardboard	Recycling bins
Food Waste	Waste Bins

Collection and hauling system: Bins will be clearly marked to designate each type of recyclable. Nick's employees will collect and separate into our already functioning recyclable area located behind 423 E. Kirkwood. Trash will be collected the same way from our waste bins. Extra pick-ups will be arranged through our existing waste management partners.

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

Vendor and volunteer education and training: *Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.*
Nick's emphasizes waste reduction and recycling in our core values through constant education and exploration of ways to lower our ecological footprint. This is a top-down process that is second nature to our employees. Our event will feature, and hopefully celebrate, this commitment by emphasizing our use of solar energy and focus on recyclable goods. We plan to convey this to the community, both as a positive influence and reassurance that Nick's cares about our community and planet. Our reusable/recyclable plastic "pound jars" should eliminate a large portion of waste from drinks/beverages, instead of thousands of one time use plastic and paper cups. Roughly our first 1000 guests will receive a plastic #jar and repurpose ideas/crafts for the jars will be in our family section.

Materials and supplies: *List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.*
Bins will be numerous, clearly labeled, and easy to access. Cameron (our manager in charge) is still in the process of designing and staffing the locations.

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

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Nick's English Hut 90th Birthday/Anniversary Block Party.

The Board of Public Works meeting to hear this request will be July 11, 2017. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Nick's English Hut 90th Birthday/Anniversary Block Party will be on file and may be examined in the Public Works office on the Friday July 7, 2017 prior to the Tuesday July 11, 2017 meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Susan Bright
DATE: July 7, 2017

March 7, 2017

Your Beer Wine & Liquor - Restaurant (210) permit and reference card are enclosed. You must post your permit in the designated premises where it can be easily seen. The permit may be placed in a picture frame.

If you have any questions, please contact us at (317) 232-2430. Please provide your permit number when contacting the Commission office.

Alcohol and Tobacco Commission
302 West Washington Street, Room E114
Indianapolis, Indiana 46204 (317) 232-2430

PERMITTEE REFERENCE CARD

PERMIT NUMBER	DATE ISSUED	EXPIRATION DATE
RR5303185	3/7/2017	5/9/2018

NICKS ENGLISH HUT INC
d/b/a NICKS ENGLISH HUT
423 E KIRKWOOD
BLOOMINGTON IN 47408

STATE FORM 49122 (9-98)

Food Service Establishment

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

NICK'S ENGLISH HUT, INC.,
SUSAN BRIGHT
423 E. KIRKWOOD AVE
BLOOMINGTON, IN 47408

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

Issued JAN 26 2017

By Thomas W Shepro

2017

Expires annually at end of February

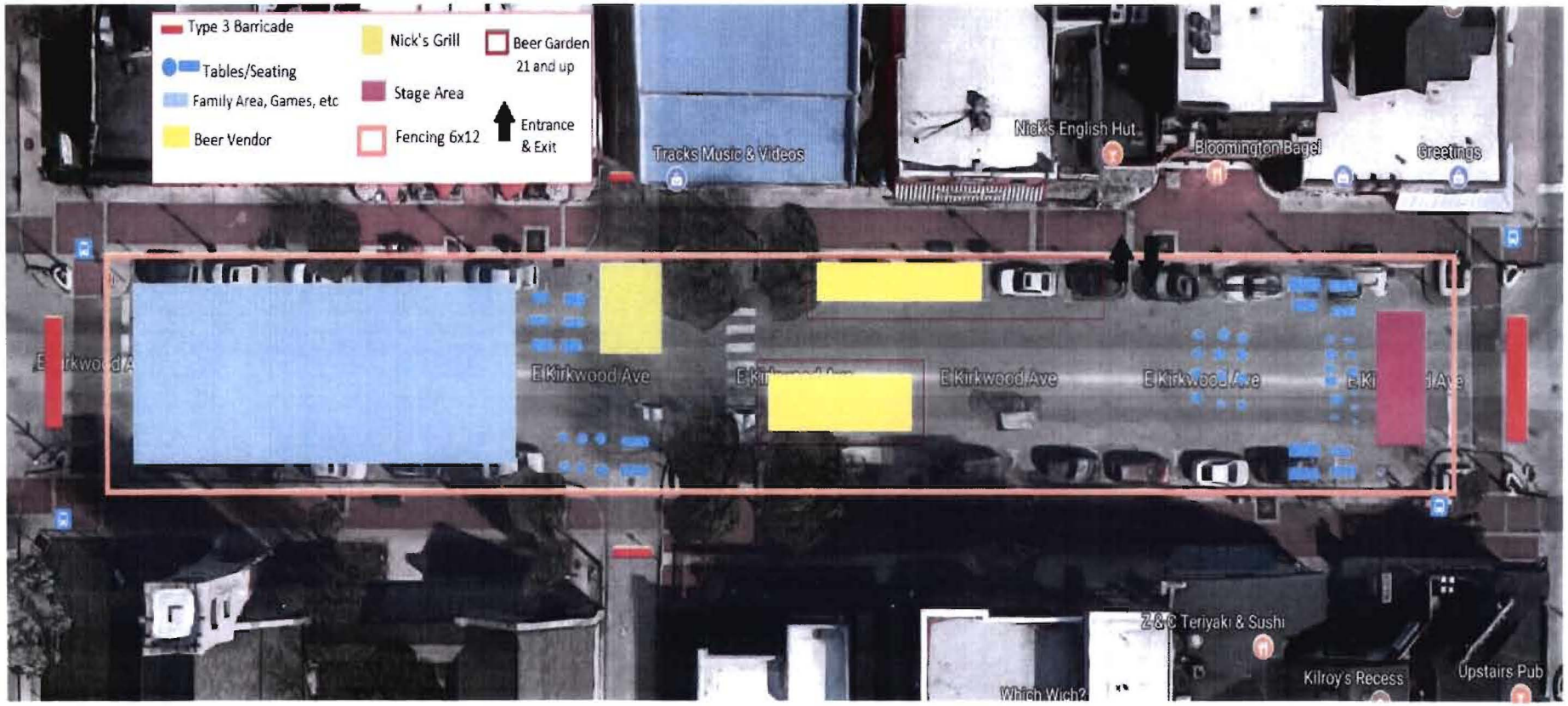
This License Is Not Transferable to Another Individual or Location

Nick's English Hut 90th Anniversary Block Party

Saturday, August 12, 2017

Event: 3pm – 11pm | Closure: 7am – 1am

Contact: Susan Bright, Owner/CFO, susan@nicksenglishhut.com



Board of Public Works
Staff Report

Project/Event: INDOT Street Acceptance of City Street Inventory

Staff Representative: Sara Gomez/Rick Alexander

Date: July 25th, 2017

Report: INDOT sends an annual spread sheet listing the streets within the city limits. Our department then reviews the report for accuracy, new additions and potential revisions. Our GIS department prints a map which highlights any areas in question from the previous report. We investigate any discrepancies, make the necessary modifications and return the documents to INDOT for their final review. They, then, send us an official city street inventory sometime afterwards. The final document will also include our total road miles. The report does not consider lane miles, lane width or surface type. Only platted streets, street names and street miles are pertinent to the report.

Recommendation and Supporting Justification: Both GIS and Transportation staff have worked to complete this inventory review. INDOT asks that an elected official or an official board approve the document prior to its return. This process is new to city staff as INDOT has changed their process from one that was manual to one that is computerized.

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

ROUTE_NAME	ROUTE DESCRIPTION	APPROXIMATE REMOVAL (IN FEET)	APPROXIMATE ADDITION (IN FEET)	Remove from INDOT inventory	Add to INDOT inventory
	Access Road to South Park business park	485		✓	
BILL MALLORY BLVD	portion between Graywell Dr and Anthony Ct		946		✓
BLOOMFIELD RD	700' between Cory and Anna Lee Lane	700		✓	
BROOKS DR	196' southernmost portion of Brooks Dr		196		✓
CURRY PIKE	181' or 55m north of Belle Ave AND 284' or 86m between Annexed areas (near Beasley Dr)	181		✓	
DIAMOND ST	200' or 60m south of 11th St		200		✓
DUNN ST	276' or 81m north of Dunn-Atwater connection		276		✓
EASTGATE LN	174' or 53m portion east of State Rd 46 (bypass)		174		✓
EIGHTEENTH ST	382' or 116m between Grant and Dunn		382		✓
FORREST AVE	227' or 70m Portion South of 13th St	227		✓	
GREENWOOD AVE	From Maxwell Ln South (650' or 187m) to lots 7&8		650		✓
HICKORY DR	150' or 45m North of Belle Ave	150		✓	
HOLLYWOOD DR	523' or 159m between Staats Dr and Post Rd	523		✓	
JORDAN AVE	Law Lane to 17th street (2,184' or 665m)	2184		✓	
KENNEDY DR	220' or 67m north of Kennedy Ct	220		✓	
MADISON ST	189' or 57m Portion south of Davis St to lot 75		189		✓
MADISON ST	116' or 35m south of Hillside Dr	116		✓	
MARTHA ST	east-west portion (260 ft or 79m)		260		✓
MASTON CT	468' or 142 m north-south portion		468		✓
MCCARTNEY LN	182' or 55m East West portion in middle of neighborhood		182		✓
MCINTYRE DR	340' or 103m south of Cota Dr		340		✓
MEADOWLARK LN	420' northernmost portion of Meadowlark ln		420		✓
N GATES DR	(369' or 112m) portion north of Whitehall Crossing Blvd		369		✓
N KINSER PK	727' east of I-69	727		✓	
N OAK ST	portion 240' or 73m North of 8th street		240		✓
OAK ST	Alleyway between 7th and 8th St	376		✓	
OAKDALE DR	173' or 52.73m of southernmost portion of the road	173		✓	
RANGE RD	300' or 91m Portion north of east west portion	300		✓	
REX GROSSMAN	RENAMED S COOPERATIVE WAY				✓
ROCKPORT RD	portion 272.66' south of Tapp Rd		272		✓
ROMANS WAY	940' or 275m portion between Brighton Crest and Fenbrook Ln		940		✓
ROSEWOOD E DR (N R	130' or 39m, N/S Culdesac, south side of W Rosewood Dr		130		✓
S FIELDCREST CT	Entire 386m length/loop of Fieldscrest	1266		✓	
S PEOPLES CT	267.10' or 81.41m south of Countryside Ln		267		✓
S SMITH RD	portion 304' or 92m south of Moores Pike		304		✓
S SUSIE ST	296' or 90m "culdesac" portion		296		✓

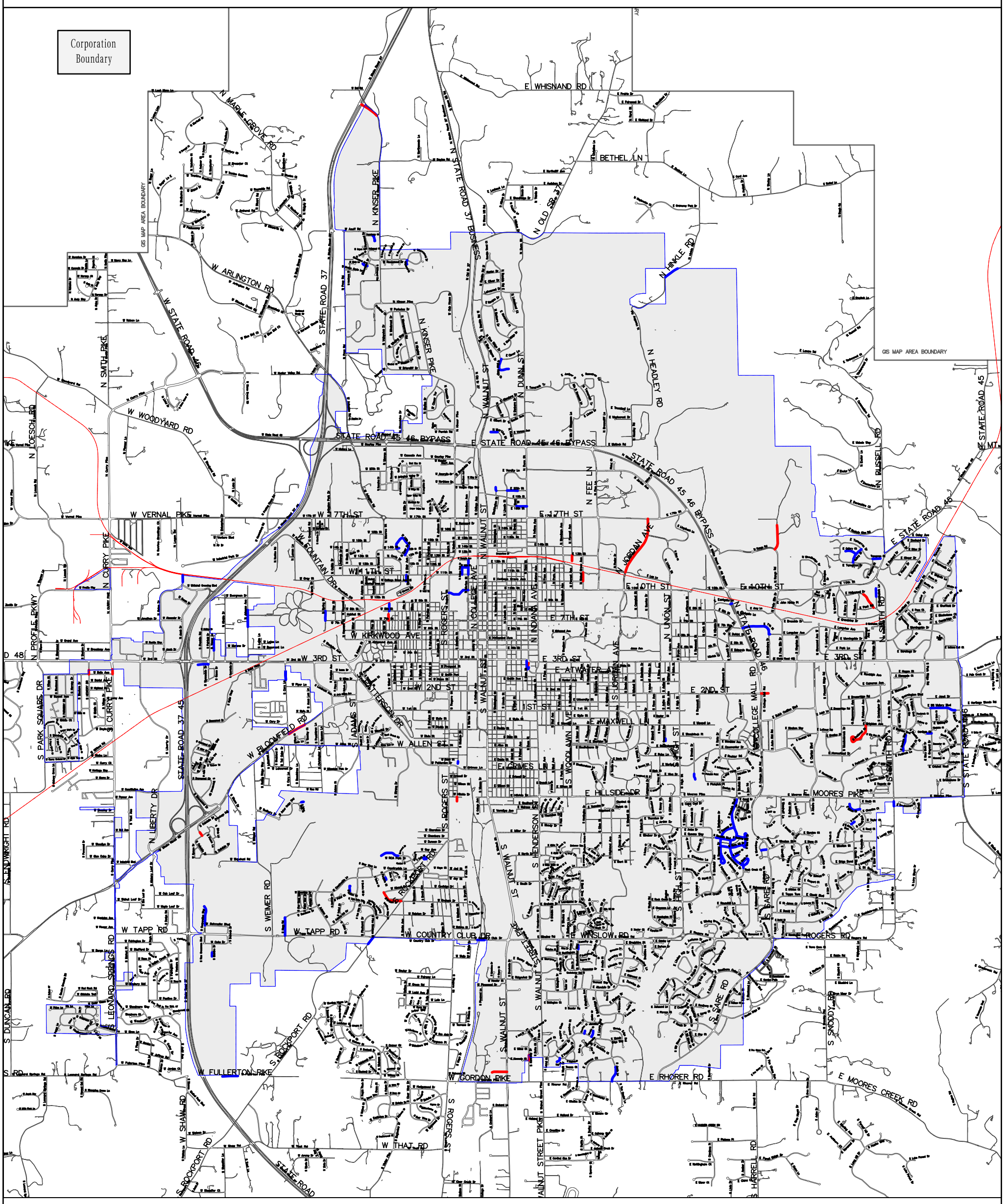
SECOND ST	271' or 82m east of College Mall Rd	271		✓	
SEVENTH ST	1100' or 335m east of 45/46 Bypass		1100		✓
SPRING ST	372' or 113m portion between 7th and 8th St		372		✓
TWENTIETH ST	for 365' or 111m east of Lincoln		365		✓
W ARBOR RIDGE WAY	portion 126' or 38m east of Arbor Ridge Court		126		✓
W FULLERTON PIKE	approx. 1,100' or 335m west of I69		1100		✓
W GRAHAM DR	All of portion west of Rockport Rd	3261		✓	
W SUGARBERRY CT	226 ft or 69m N/S culdesac portion		226		✓
YANCY LN	Add 397' or 121m north of current INDOT acceptance (see map)		397		✓
W WINTERSWEET CT	190 ft or 57m culdesac west off of N Wintersweet Dr		190		✓
N BLUE RIDGE CT	650' or 198m culdesac,South of E Clover Ln		650		✓
WASHINGTON ST	215' or 65m north of 20th st		215		✓
N DYER	N of Blair Ave, leading to Tri-North		392		✓
W 15TH	N of 14th, leading to Tri-North		688		✓
N MORTON	N of 11TH to Georgia Ave		536		✓
12TH ST	between Ashlynn and Morton		231		✓
N ASHLYNN PARK DR	N of 11th St		267		✓
E CALLERY CT	Entire St		426		✓
CALLERY DR	Entire St		608		✓
TAMARRON CT	Entire St		300		✓
N JOHNSON AVE	along city limit line		632		✓
Showplace West Access	Carpet Mart to Wynndale Dr (160' West of Wynndale)		160		✓
S CORY LN	For 635' or 193m south of 3rd St		635		✓
S KEGG RD	Between Tapp Rd and W Sunstone Dr		686		✓
W RCA PARK DR	starting at 48m west of Bernard Dr to end of RCA Park Dr.		708		✓
E WILLIAM CT	west of Olcott Blvd		532		✓
S CRANDALL CT	Entire St		148		✓
S SAGE CT	Entire St		194		✓
PRESTON CT	Entire St		103		✓
CHRISTA CT	Entire St		105		✓
S JAMIE LN	Add 160.93 m north of E Rhorer Rd		524		✓
N HINKLE RD	572' or 174m along city limit line		572		✓
S COOPERATIVE WAY	north of W Schmalz Ave		528		✓
E CARDIGAN CT	223' or 68m west of Graywell Dr		223		✓
S RENWICK BLVD	Entire St		2,072		✓
S RAMSEY DR	Entire St		2,132		✓
E SEMINARY DR	Entire St		323		✓
E NORA HILL	Entire St		1,060		✓
S EVA HILL DR	Entire St		645		✓

E RAILWAY CIRCLE	Entire St		400		✓
E MELVILLE CIRCLE	Entire St		662		✓
WALNUT GROVE ST	354' or 108m between Cottage Grove and 11th		354		✓
WEST VERNAL PK	RENAMED FOUNTAIN DRIVE				✓
		2.10 miles	**5.50 miles**		

City of Bloomington, Indiana
Public Streets Inventory

City Streets to add to INDOT Inventory

Streets to Remove fromn INDOT Inventory



City of Bloomington, Indiana
Geographic Information System

This map was produced by the City of Bloomington GIS, for use by the City and general public as map information. The topographic and planimetric information is based on aerial photography flown in March 1991 and March 1992. Updates from aerial orthophotography took place in April 1998, April 2005, March 2006, and April 2010. Information is updated by GIS technicians from development drawings, plats, and other sources. The accuracy of information contained in this document is based on National Mapping Standards, however it is NOT warranted.

The Corporation boundary reflects annexations effective January 1, 2017.

Information and Technology Services Department
2 January 2017

Bloomington Geographic Information System

No part of this work may be reproduced for any purpose without written permission from the City of Bloomington

1 inch = 3500 feet

July 20, 2017

N W GIS E S

Planning and Transportation

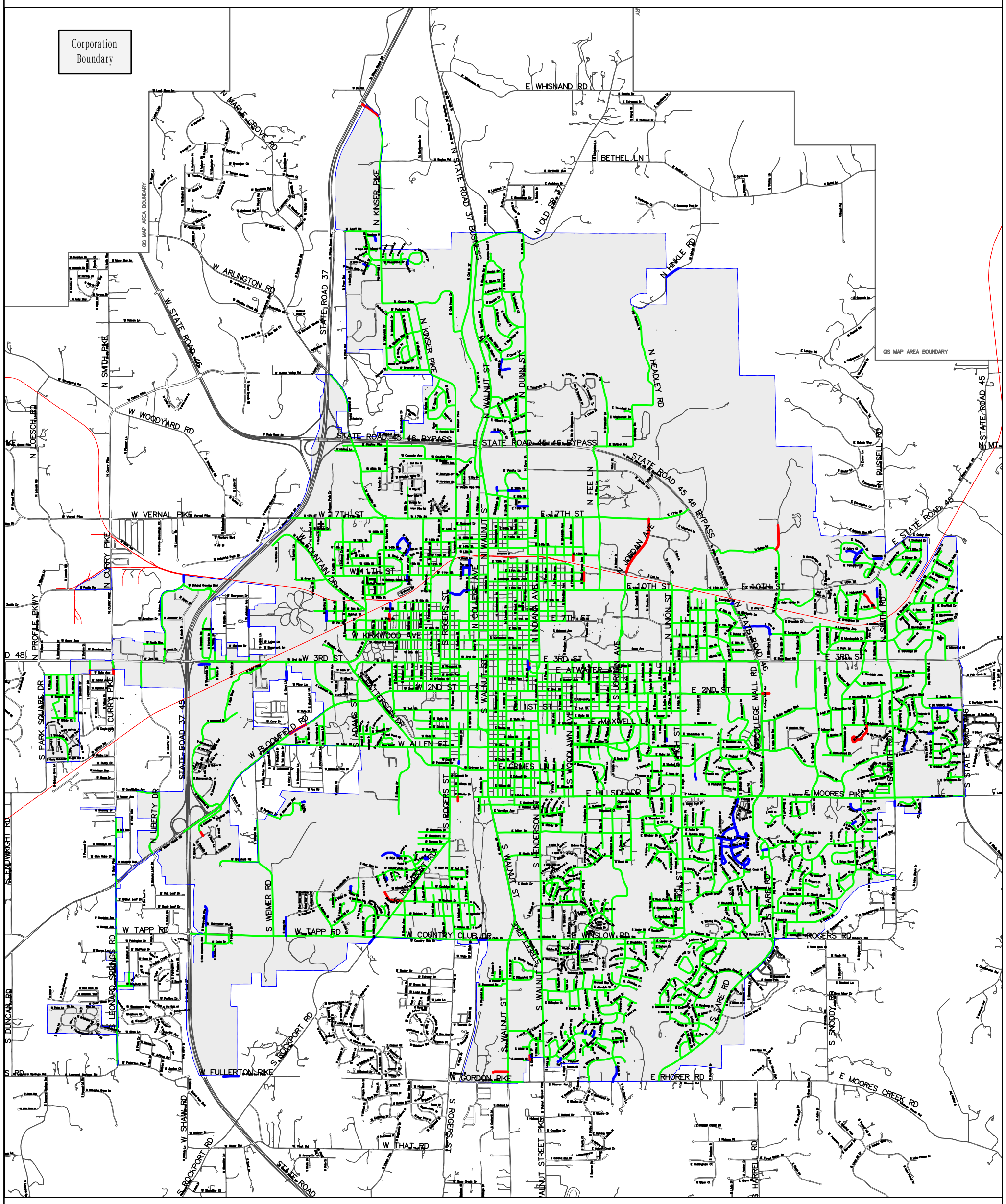
Print date: Jul 20, 2017 File name: TpubStdfBP

City of Bloomington, Indiana
Public Streets Inventory

City Streets to add to INDOT Inventory

Streets to Remove fromn INDOT Inventory

City-Maintained Streets



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1 inch = 3500 feet

July 20, 2017

N W GIS E S

Planning and Transportation

Print date: Jul 20, 2017 File name: TpubStdfBP

Board of Public Works
Staff Report

Project: MOU with Weddle Bros to Use Right of Way for Graduate Hotel Construction

Staff Representative: Andrew Cibor

Petitioner/Representative: Weddle Brothers Construction

Date: July 25, 2017

Report: In 2015, a hotel was approved by the Plan Commission on the 200 block of East Kirkwood. The site is located on the south side of Kirkwood, west of Lincoln and east of the People's State Bank. The First United Methodist Church is south of the site and is the only other property on that city block. There is a one-way westbound alley between the church property and the hotel site but no right of way between the hotel and the bank. The church utilizes parking spaces off of the alley and has a day care near the alley at Lincoln. The north side of the 200 block of Kirkwood is home to Victoria Towers, Habitat for Humanity, and the First Christian Church. On the east side of Lincoln at Kirkwood, an Old National Bank building was recently constructed. Lincoln is one-way northbound.

The hotel will encompass the entire lot and Weddle Brothers is requesting the use of the alley on the south side of the lot, a portion of Kirkwood adjacent to the lot, and a portion Lincoln adjacent to the lot to construct the hotel through October of 2018. The current proposal was developed through multiple iterations and communications including but not limited to:

- On May 11th, the contractor and the design firm met with City staff, at the City's request, to discuss right of way issues and construction impacts.
- Multiple communications with comments, information, and revisions between staff and the development team regarding the proposal after the May 11th meeting
- On July 20th, the contractor and developer met with the City to review the project and discuss remaining items needing coordination

An exhibit of the requested work zone and phased maintenance of traffic plan is included in the Board's packet for review. There are 7 metered parking spaces adjoining the site that would not be available to the public during construction. The fees to utilize those spaces amounts to $29,993.00. The development team was directed to coordinate with impacted stakeholders and to inform them of the Board's meeting (see attached proof of mailing provided by the development team)

City Legal prepared a Memorandum of Understanding (MOU) that specifies the details of the requested use of the right of way. Should the BPW find the request to be acceptable, the MOU will have to be signed by the Board and Weddle Brothers, the meter fees will have to be collected, a grading permit will need to be approved, and a right of way excavation permit processed prior to commencing work in the right of way.

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
Weddle Bros. Building Group, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation"), by and through the Board of Public Works, and Weddle Bros. Building Group, LLC, outlines the binding conditions placed upon and agreed to by Weddle Bros. Building Group, LLC, in exchange for use by Weddle Bros. Building Group, LLC, its agents and subcontractors, of certain public right of way during the construction of the Graduate Bloomington Hotel, at the real property located at 210 East Kirkwood Avenue on the south side of East Kirkwood Avenue between North Lincoln Street and Peoples State Bank in Bloomington, Indiana (hereinafter the "Construction Site").

A Memorandum of Agreement (Agreement) between the City of Bloomington and Graduate Bloomington Owner LLC, developer of the Graduate Bloomington Hotel, is being entered into contemporaneously with this MOU. Authorization for Weddle Bros. Building Group, LLC, to proceed under this MOU and for Graduate Bloomington Owner LLC to proceed under the Agreement is contingent upon the full execution of both documents.

1. This MOU shall be effective as of July 26, 2017, and shall cover the time period from July 26, 2017, through October 5, 2018, inclusive.

2. Planning and Transportation shall allow Weddle Bros. Building Group, LLC, to block and restrict right of way from general public usage as illustrated in Exhibit A, Graduate Hotel Traffic Maintenance Plan, Sheet Number C206, for Phase I and Phase II of the construction of the Graduate Bloomington Hotel. Phase I shall begin on July 26, 2017, and end on July 25, 2018. Phase II shall begin on July 26, 2018, and end of October 5, 2018. Exhibit A is attached hereto and incorporated herein.

3. Weddle Bros. Building Group, LLC, shall install decorative or artistic features upon the fence and barricades surrounding the Construction Site for the term of this MOU. Such features may be funded by the commitments made in the Agreement. The selection and placement of said features shall be approved by the Bloomington Arts Commission.

4. Any right of way use requests outside of those contained in Exhibit A shall require additional City approval prior to any work being done outside of the Construction Site. Weddle Bros. Building Group, LLC, shall

provide the City with a minimum of four (4) working days' notice for staff level consideration and two (2) calendar weeks' notice for Board of Public Works consideration. Weddle Bros. Building Group, LLC may pursue Planning and Transportation Department staff level approval to modify the vehicular delivery access pattern and Maintenance of Traffic plan if the trees along the site's Lincoln Street frontage are removed, provided modifications do not impose additional impacts to the public right of way.

5. Weddle Bros. Building Group, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.

6. Weddle Bros. Building Group, LLC, shall install and maintain, to the satisfaction of Planning and Transportation, all traffic control devices associated with providing notice to the public of restrictions on right of way usage. Such devices shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Weddle Bros. Building Group, LLC, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation. Maintenance shall include snow and debris removal so as to provide accessible pedestrian access.

7. Weddle Bros. Building Group, LLC, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which replacement shall be performed by Weddle Bros. Building Group, LLC.

8. Weddle Bros. Building Group, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible considering weather and the availability of asphalt. Weddle Bros. Building Group, LLC, shall restore such right of way and improvements to as good a condition or better as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Weddle Bros. Building Group, LLC, their employees, agents, contractors and subcontractors.

9. Both of the trees along the Construction Site's Lincoln Street frontage may be removed for construction purposes to aid in the minimization of construction impacts by Weddle Bros. Building Group, LLC. Weddle Bros. Building Group, LLC, agrees to bear all costs related to the removal

and subsequent replacement of a tree or trees to the satisfaction of the City. The City's Urban Forester would determine the type of appropriate replacement tree(s) from the approved street tree species list contained in the City of Bloomington Tree Work Manual, and Planning and Transportation Department staff will approve the location and quantity of trees.

10. Weddle Bros. Building Group, LLC, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.

11. Weddle Bros. Building Group, LLC, agrees that no parking, stopping, standing, loading or unloading of any and all vehicles or materials is to occur within the public right of way and outside the allowed closure area for this project identified in Exhibit A. No staging shall occur on City right of way outside of the Construction Site.

12. Weddle Bros. Building Group, LLC, shall coordinate with and accommodate Board of Public Works' approved special events including, but not limited to, Lotus World Music and Arts Festival, The Fourth Street Festival, the Fourth of July Parade, The Taste of Bloomington, Arts on the Square, Strawberry Festival, Canopy of Lights, City of Bloomington's Farmers' Market, City of Bloomington Holiday Market, and shall also coordinate with and accommodate adjacent property needs, all to the City's satisfaction including, but not limited to, dumpster access, utility access and impacts to private parking and shall coordinate with and accommodate IU regarding their Homecoming and student move in and move out.

13. Weddle Bros. Building Group, LLC, acknowledges that it may need to limit deliveries or modify its Maintenance of Traffic Plan as directed by the City when the special events listed above are occurring, in order to accommodate activity which is needed by and during the special event.

14. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

15. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project or from making any modification to the terms of this MOU, in addition to any remedy or action spelled out in this MOU or available under law.

16. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.

17. Weddle Bros. Building Group, LLC, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of Weddle Bros. Building Group, LLC,'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party. This indemnity does not cover any indemnified party for any claim or cause of actions due to its sole negligence.

18. Weddle Bros. Building Group, LLC, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of East Kirkwood Avenue as well as the west side of North Lincoln Street and directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Weddle Bros. Building Group, LLC,'s replacement of the meter posts.

19. Weddle Bros. Building Group, LLC, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars ($12) per day per meter with an administrative fee of five dollars ($5). Weddle Bros. Building Group, LLC, has requested a term of approximately fourteen (14) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Nine Thousand, Nine Hundred Ninety-Three Dollars and Zero Cents ($29, 993.00). Weddle Bros. Building Group, LLC, shall incur meter fees of Eighty-Four Dollars and Zero Cents ($84.00) per day for each working day after October 5, 2018, that Weddle Bros. Building Group, LLC, continues to use public right of way.

20. Prior to beginning work, Weddle Bros. Building Group, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.

21. Weddle Bros. Building Group, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

22. Michael A. Hemmerling, Vice President of Weddle Bros. Building Group, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

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

Date: _____

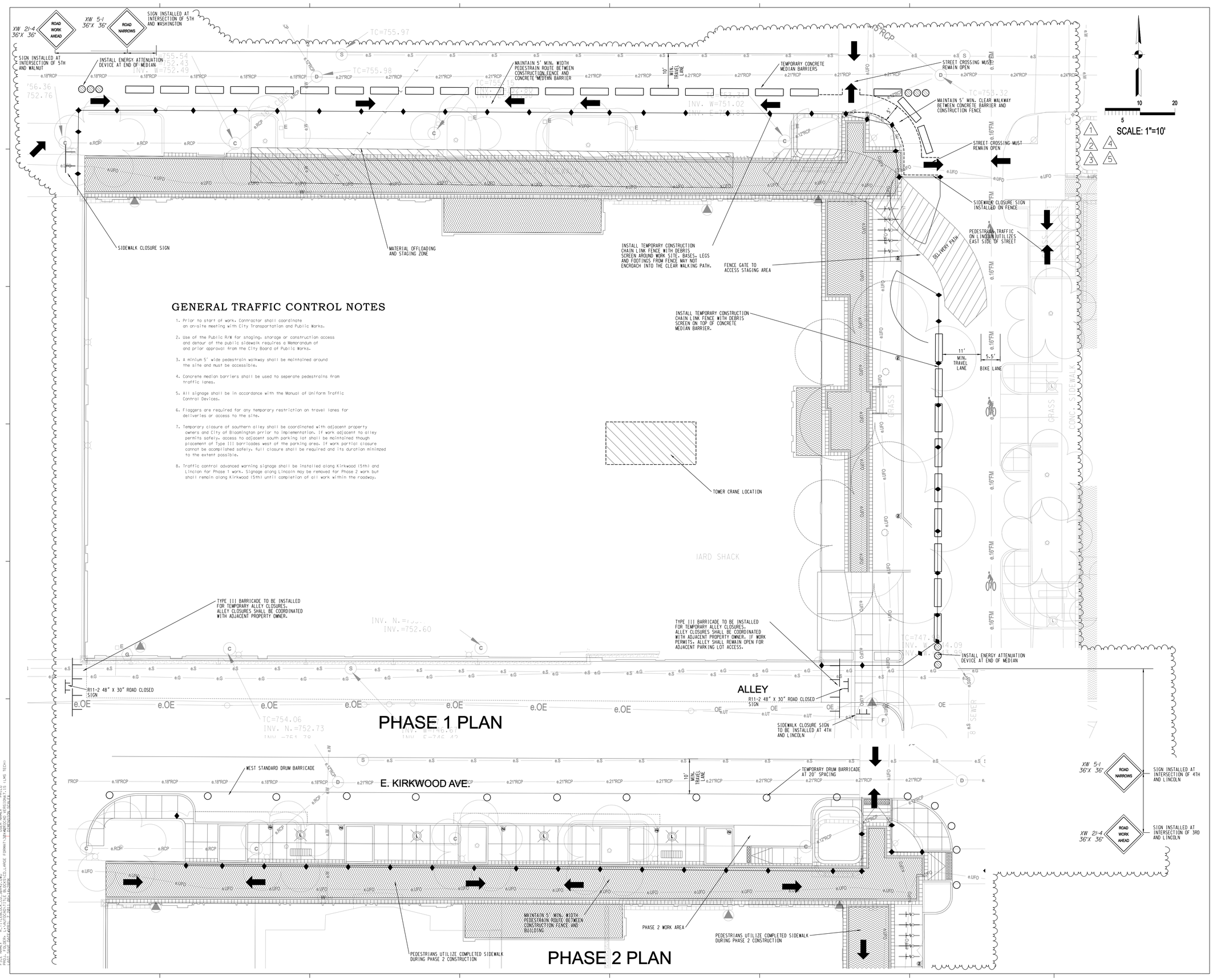
By: _____
John Hamilton
Mayor

Date: _____

Weddle Bros. Building Group, LLC

By: _____
Michael A. Hemmerling,
Vice President

Date: _____



GENERAL TRAFFIC CONTROL NOTES

1. Prior to start of work, Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
2. Use of the Public R/W for staging, storage or construction access and detour of the public sidewalk requires a Memorandum of and prior approval from the City Board of Public Works.
3. A minium 5' wide pedestrain walkway shall be maintained around the site and must be accessible.
4. Concrete median barriers shall be used to seperate pedestrains from traffic lanes.
5. All signage shall be in accordance with the Manual of Uniform Traffic Control Devices.
6. Flaggers are required for any temporary restriction on travel lanes for deliveries or access to the site.
7. Temporary closure of southern alley shall be coordinated with adjacent property owners and City of Bloomington prrior to implementation. If work adjacent to alley permits safely, access to adjacent south parking lot shall be maintained though placement of Type III barricades west of the parking area. If work partial closure cannot be acomplished safely, full closure shall be required and its duration minimzed to the extent possible.
8. Traffic control advanced warning signage shall be installed along Kirkwood (5th) and Lincln for Phase 1 work. Signage along Lincoln may be removed for Phase 2 work but shall remain along Kirkwood (5th) until completion of all work within the roadway.

GRADUATE HOTEL

210 E. Kirkwood Ave.
Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4185

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

Civil Engineer
Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION		
1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17
2	CITY TRANSPORTATION PERMIT COMMENTS.	6-05-17
3	CITY TRANSPORTATION PERMIT COMMENTS.	6-16-17
4	CITY TRANSPORTATION PERMIT COMMENTS.	6-27-17
5	CITY TRANSPORTATION PERMIT COMMENTS.	7-06-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE
TRAFFIC MAINTENANCE PLAN

SHEET NUMBER
C206

FILE NAME R:\TITLEBLOCK\TB_BEKZ-D.DWG
PLOT SCALE 1.0000 LARGE FORMAT:ON ARCH D PH:LS
LAST SAVE DATE:4/27/11 2:28:11 AM:14.6.0(LMS TECH) DIMENSION:ON/FT

Graduate_C206_Traffic Maintenance Plan.sht 7/7/2017 3:19:16 PM

Smith Brehob & Associates, INC
453 S Clarizz Boulevard
Bloomington IN 47401
(812)336-6536 FAX (812)336-0513

LETTER OF TRANSMITTAL

TO: City Planning and Transportation	Date:7-18-17	Job No.5012
	Attention: Rick Alexander	
	Re.: Graduate Hotel	

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:
☐ Shop Drawings ☒ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ (other) _____

COPIES	DATE	NO.	DESCRIPTION
1			Hearing Notice
1			Adjacent Owner List
1			MT Plan
1			Affidavit of Mailing

THESE ARE TRANSMITTED as checked below:

☐ For review ☐ Reviewed ☐ Resubmit copies for review
☒ For your use ☐ Reviewed and noted ☐ Submit copies for distribution
☐ As requested ☐ Returned for revisions ☐ Return revised prints
☒ For review and comment ☐ (other) _____
☐ FOR BIDS DUE ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: **Rick,**
Attached is the packet that was mailed to adjacent property owners on 7-14-17 regarding the Graduate BPW hearing and an affidavit of proof of mailing.

Report Copies to: File

SIGNED: _____

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

NOTICE OF

CONSTRUCTION ACTIVITIES

PROJECT: GRADUATE BLOOMINGTON

ADDRESS: 210 E. KIRKWOOD AVENUE

PROJECT SCHEDULE: JULY 26, 2017 – OCTOBER 5, 2018

WORK WITHIN PUBLIC RIGHTS-OF-WAY: KIRKWOOD AVENUE AND LINCOLN STREET

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: JULY 25, 2017 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:
Weddle Brothers Construction Companies
Kelly Abel
Email – Kabel@Weddlebros.com
Phone: 812-339-9500

DEVELOPER/OWNER:
AJ CAPITAL PARTNERS
Justin Patwin
Email – jpatwin@ajcpt.com
Phone: 312-267-4185

Graduate Hotel
Adjacent Property Owner Notification for BPW Hearing 7-25-17

Peoples State Bank
Po Box 128
Ellettsville, In 47429

First Christian Church Trustees Of (Kirkwood & Wash.)
205 E Kirkwood Ave
Bloomington, In 47408

Vt Management, Llc
1721 E Thornton Dr
Bloomington, In 47401

Monroe County Public Library
505 E Kirkwood Ave
Bloomington, In 47401

Gp-gms Bloomington Llc
600 East 96th St, Ste 150
Indianapolis, In 46240

First United Methodist Church Of Bloomington Inc
219 E 4th St
Bloomington, In 47408

AFFIDAVIT OF NOTICE TO INTERESTED PARTIES OF PUBLIC HEARING OF THE BLOOMINGTON ~~PLAN COMMISSION~~ BOARD OF PUBLIC WORKS

STATE OF INDIANA)
COUNTY OF MONROE) SS:

I, ISAAC BECKMAN, BEING FIRST DULY SWORN, DO HEREBY
(Printed name of person mailing letters)
CERTIFY THAT NOTICE TO INTERESTED PARTIES OF THE PUBLIC HEARING BY THE BLOOMINGTON PLAN COMMISSION, to consider the application

of: WEDDLE BROTHERS
(Name of person on application)

Requesting: APPROVAL OF USE OF PUBLIC R/W

Located at: 210 E. KIRKWOOD

Was sent by REGULAR FIRST CLASS MAIL to the last known address of all INTERESTED PARTIES as defined by the *Bloomington Plan Commission Rules and Procedures* (A list of Interested Parties and a copy of said notice are attached and made part of this affidavit).

Said notices were deposited by me in the United States Mail on the 14th Day of JULY, 2017, being at least twenty-one (21) days prior to the date of first Public Hearing.

I swear and affirm under penalties for perjury that the foregoing representations are true.

(Signature of person mailing letters)

State of Indiana)
County of Monroe) SS:

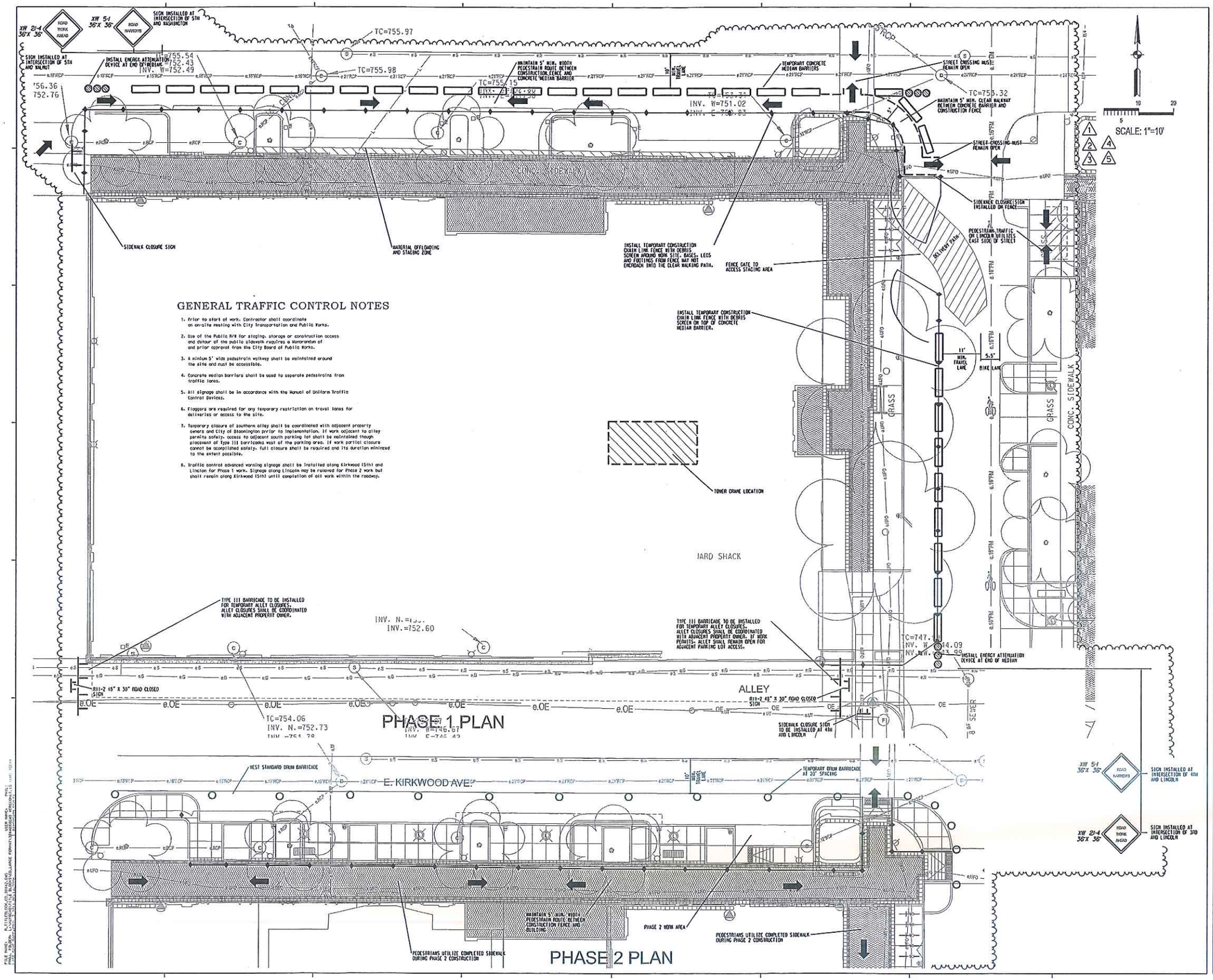
Subscribed and sworn to before me this 14th day of July, 2017.

Larry J. Beckman Larry J. Beckman
Notary Public Printed

Residing in Monroe County My Commission expires 8/2/2024

NOTARY PUBLIC SEAL INDIANA

i:\pln\penotc.afd



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Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4165

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 485-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

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Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2320 East Paris Ave. SE
Grand Rapids, MI 49546
(800) 968-4011

KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION		
1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17
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CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

STEPHEN L. SMITH REGISTERED NO. PE00016156 STATE OF INDIANA PROFESSIONAL ENGINEER

PROJECT NO.
13138.000

RATIO

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SHEET TITLE
TRAFFIC MAINTENANCE PLAN

SHEET NUMBER
C206

LINCOLN STREET

KIRKWOOD AVENUE

VIEW LOOKING WEST ALONG KIRKWOOD

REFER TO ELEVATIONS FOR ADDITIONAL MATERIAL AND DIMENSIONAL INFORMATION

RATIO

KIRKWOOD AVENUE

ELEVATION ALONG KIRKWOOD

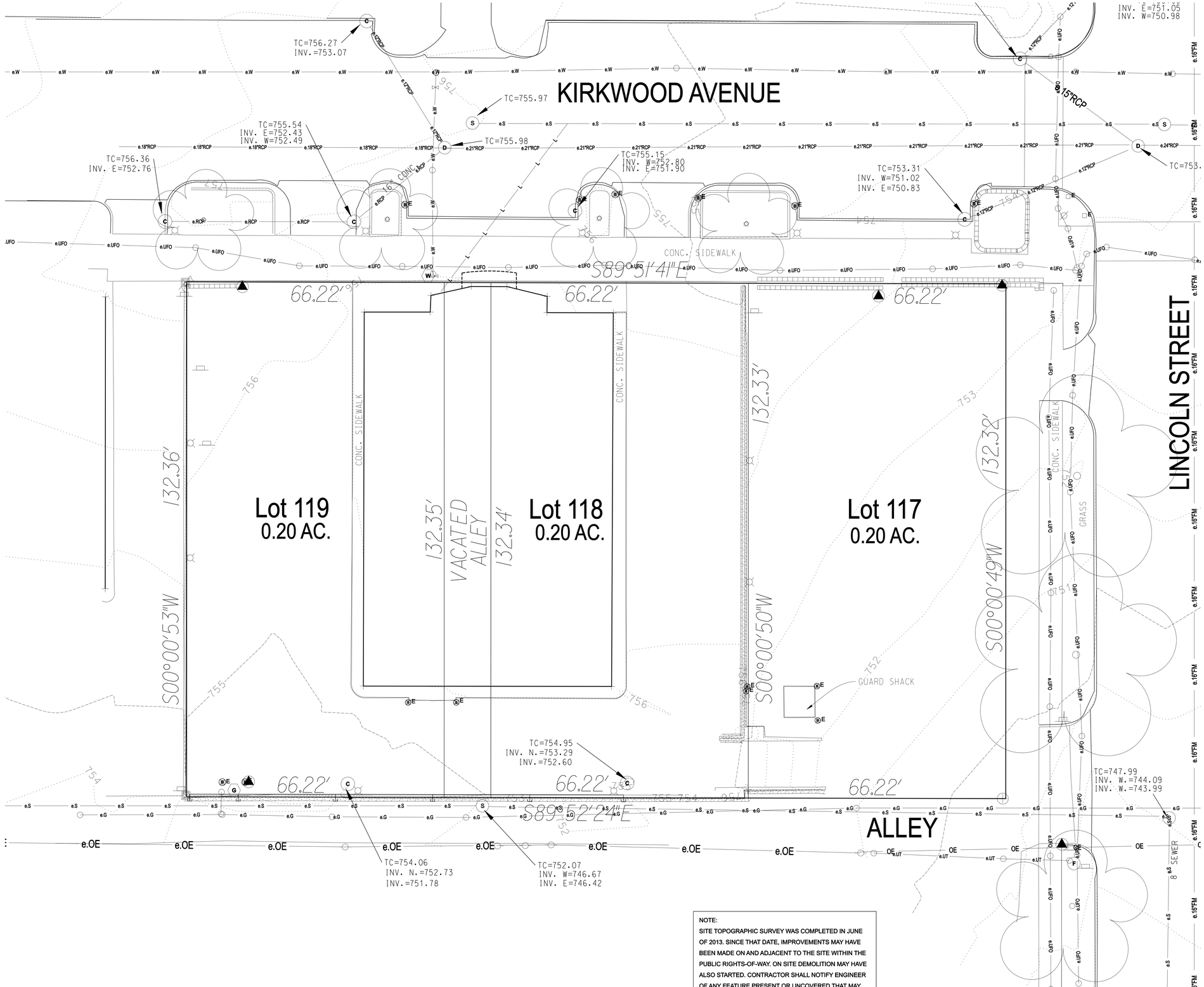
REFER TO ELEVATIONS FOR ADDITIONAL MATERIAL AND DIMENSIONAL INFORMATION

RATIO

CORNER OF LINCOLN AND KIRKWOOD

REFER TO ELEVATIONS FOR ADDITIONAL MATERIAL AND DIMENSIONAL INFORMATION

RATIO



NOTE:
SITE TOPOGRAPHIC SURVEY WAS COMPLETED IN JUNE OF 2013. SINCE THAT DATE, IMPROVEMENTS MAY HAVE BEEN MADE ON AND ADJACENT TO THE SITE WITHIN THE PUBLIC RIGHTS-OF-WAY. ON SITE DEMOLITION MAY HAVE ALSO STARTED. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY FEATURE PRESENT OR UNCOVERED THAT MAY RESULT IN A CONFLICT WITH COMPLETION OF THE WORK.

GRADUATE HOTEL

210 E. Kirkwood Ave.
Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4185

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

Civil Engineer
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2220 East Paris Ave. SE
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KEY PLAN

ISSUED FOR PERMIT
04-28-17

REISSUE NOT FOR CONSTRUCTION

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH
REGISTERED
NO. PE60016156
STATE OF INDIANA
PROFESSIONAL ENGINEER

RATIO

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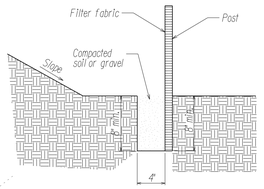
SHEET TITLE

EXISTING CONDITIONS

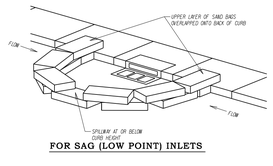
SHEET NUMBER

C200

FILE NAME R:\TITLEBLOCK\ID_BEKZ.DWG
PLOT SCALE 1.0000 ACADVER 18.0S (LMS TECH)
LAST SAVE 04/18/2011 2:28:11 AM BY LMS TECH
USER NAME PHILS
PLOT STYLE COLOR.CTB
LARGE FORMAT:36X48
DIMENSION SCALE 1

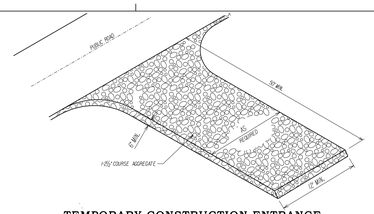


SILT FENCE DETAIL
NO SCALE

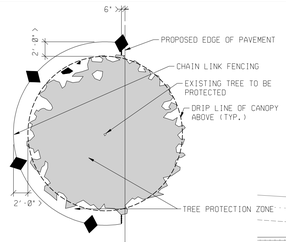


FOR SAG (LOW POINT) INLETS

SAND BAG SUMP CURB INLET PROTECTION
NO SCALE

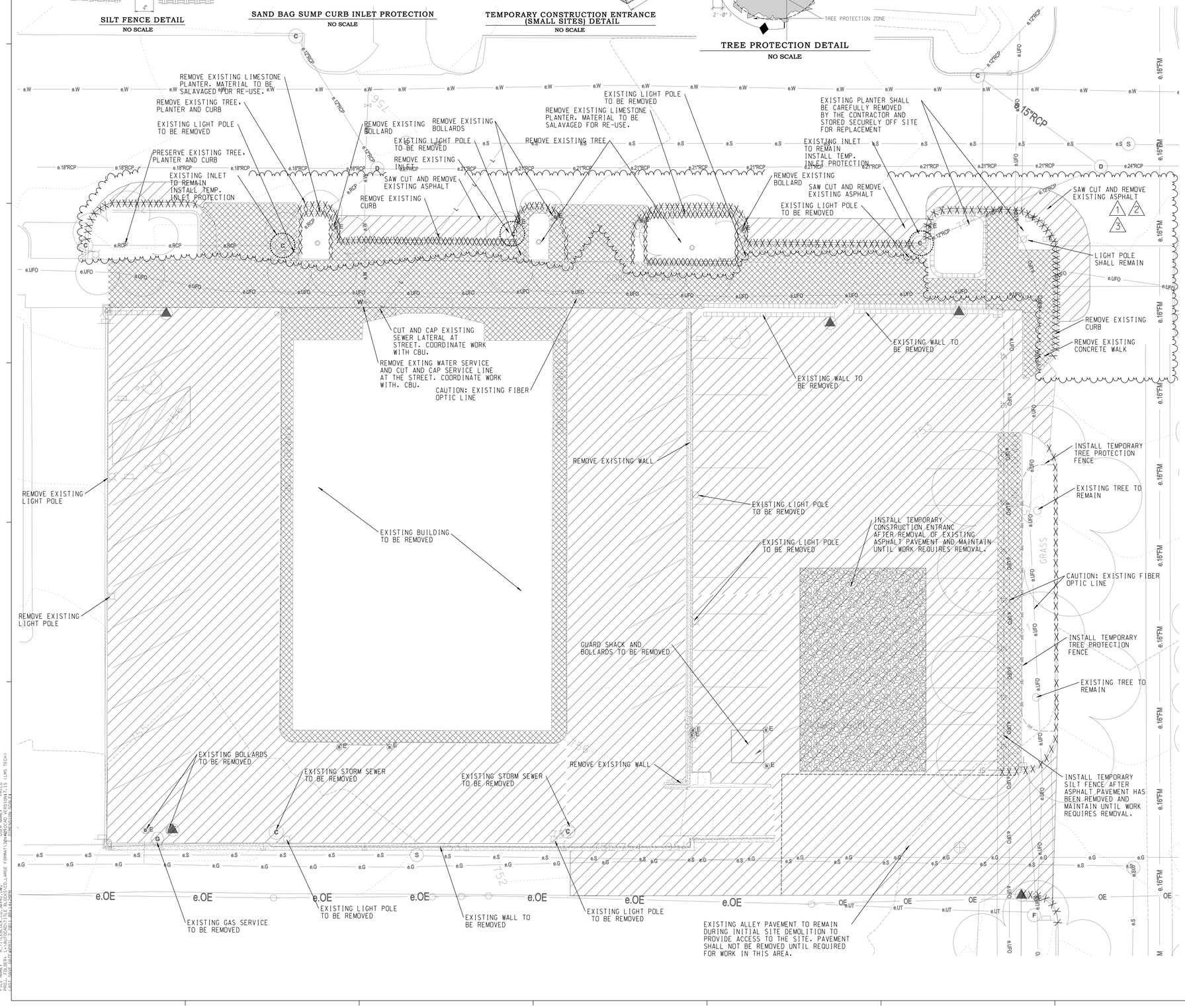


TEMPORARY CONSTRUCTION ENTRANCE (SMALL SITES) DETAIL
NO SCALE



TREE PROTECTION DETAIL
NO SCALE

NOTE:
SITE TOPOGRAPHIC SURVEY WAS COMPLETED IN JUNE OF 2013. SINCE THAT DATE, IMPROVEMENTS MAY HAVE BEEN MADE ON AND ADJACENT TO THE SITE WITHIN THE PUBLIC RIGHTS-OF-WAY. ON SITE DEMOLITION MAY HAVE ALSO STARTED. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY FEATURE PRESENT OR UNCOVERED THAT MAY RESULT IN A CONFLICT WITH COMPLETION OF THE WORK.



10 20
5
SCALE: 1"=10'

GENERAL NOTES

1) SEE SMITH BREHOB STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION
   B) INLETS: GUTTER
3) LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

DEMOLITION NOTES

1. Prior to start of demolition, Contractor shall coordinate an on-site meeting with City Engineering, Planning and Utilities.
2. Work within the Public R/W requires a R/W Excavation Permit.
3. Use of the Public R/W for staging, storage or construction access requires a Memorandum of Understanding and prior approval from the City of Bloomington Board of Public Works.
4. All demolition material shall be removed from the site and disposed of in a legal manner.
5. Footings, foundations and slabs shall be removed completely. If such lie below the grade of future improvements, the resulting excavation shall be backfilled with compacted granular material.
6. Building structures to be demolished may contain hazardous materials. If the presence of such is known, demolition shall be completed in accordance with all State and Federal requirements.
7. Contractor shall coordinate disconnection of utility service lines to existing buildings with respective utility service providers.
8. Contractor is responsible for fencing the area during demolition work to restrict pedestrian access.
9. Concrete curbs and walks noted for removal shall be saw cut to form a neat edge.
10. Pavement, noted for removal shall be saw cut to form a neat edge.
11. All signs and light poles within the Public R/W required to be removed to complete the work shall become the property of the City of Bloomington and shall be reset upon completion of the work.
12. Contractor shall maintain erosion control devices weekly and before and after any rain event. Supplemental erosion control devices may be required.
13. Contractor shall clean any tracked material from the site onto adjacent roadways on a daily basis.
14. Access to the adjacent property south of the Public alley shall be maintained to the greatest extent possible. Any restrictions of access shall be coordinated with the adjacent property owner.
15. Refer to Maintenance of Traffic Plan sheet for construction fence location around site and pedestrian detour requirements.

GRAPHIC LEGEND

CONCRETE PAVEMENT, SLAB OR SIDEWALK REMOVAL

ASPHALT PAVEMENT REMOVAL

XXXXXX CONCRETE CURB REMOVAL

UTILITIES

AT&T (Phone)
Brent McCabe - (812) 334-4521
4517 E. Indiana Bell Ct.
P.O. Box 56
Bloomington, Indiana 47408
(812) 334-4594 Fax

DUKE ENERGY (Electric)
Kerry Ducker (812) 337-3035
1100 W. 2nd St.
Bloomington, IN 47403
(812) 337-3000 Fax

CITY OF BLOOMINGTON
UTILITIES (Water/Sewer)
Nancy Axsom (812) 349-3689
600 E. Miller Dr.
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(812) 349-3683 Fax

VECTREN (Gas)
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205 S. Madison
Bloomington, IN 47404
(812) 330-4057 Fax

COMCAST (Phone)
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2450 S. Henderson St.
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GRADUATE HOTEL

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(312) 465-2359

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Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION		
1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17
2	CITY TRANSPORTATION PERMIT COMMENTS.	6-05-17
3	CITY TRANSPORTATION PERMIT COMMENTS.	6-16-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH
REGISTERED
NO. PE60016156
STATE OF INDIANA
PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE

DEMOLITION PLAN

SHEET NUMBER

C201

FILE NAME: R:\TILDEN\CH\13138\C201.DWG
PLOTTED BY: STEPHEN L. SMITH DATE: 7/7/2017 3:17:28 PM
LAST SAVE DATE: APRIL 3, 2017 10:14:28PM
CAD FORMAT: 24X36_LARGE FORMATS
PROJECT NAME: PHASE 1 (LMB TECH)
PROJECT NUMBER: 13138.000
DRAWING SCALE: 1

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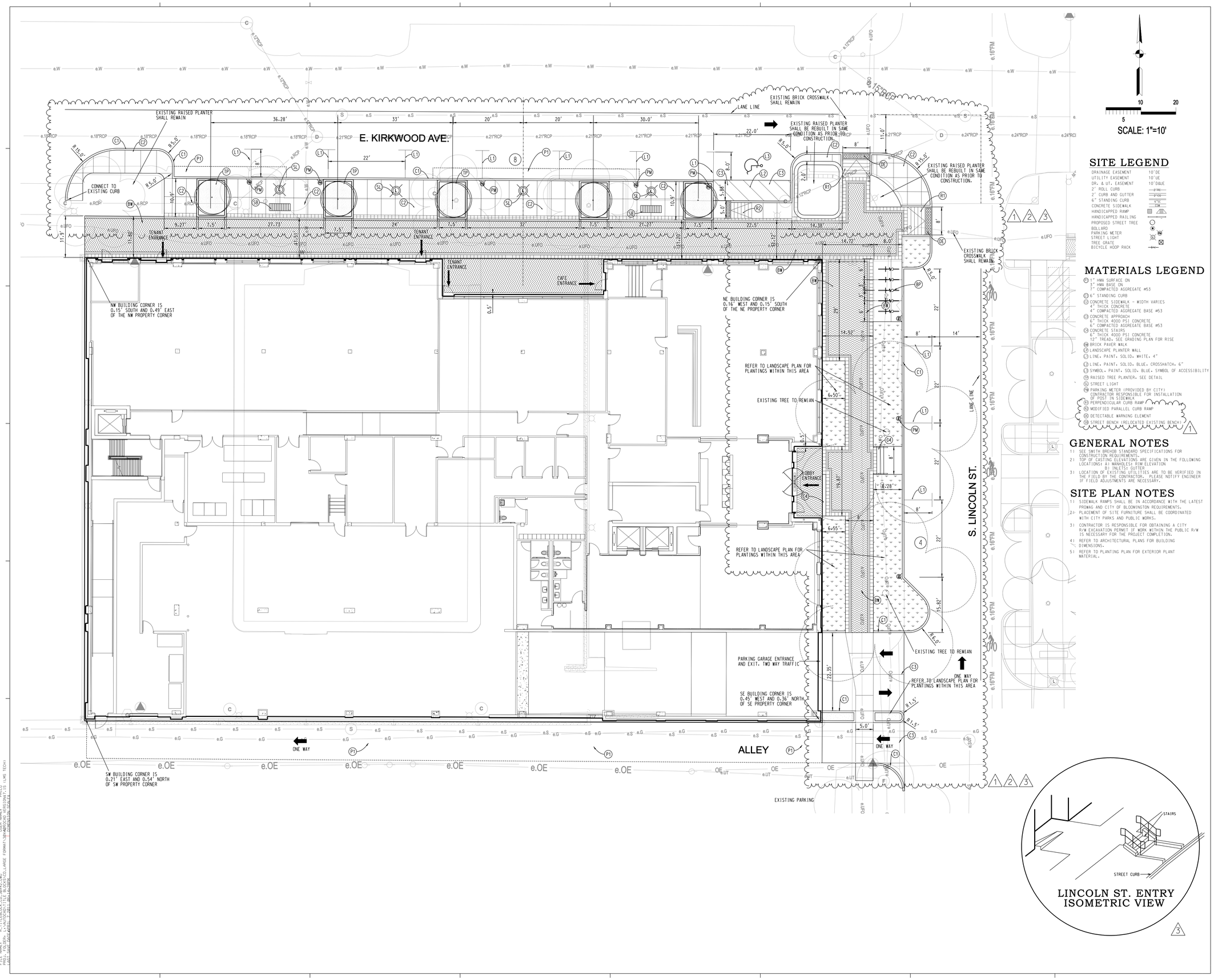

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CHECKED BY
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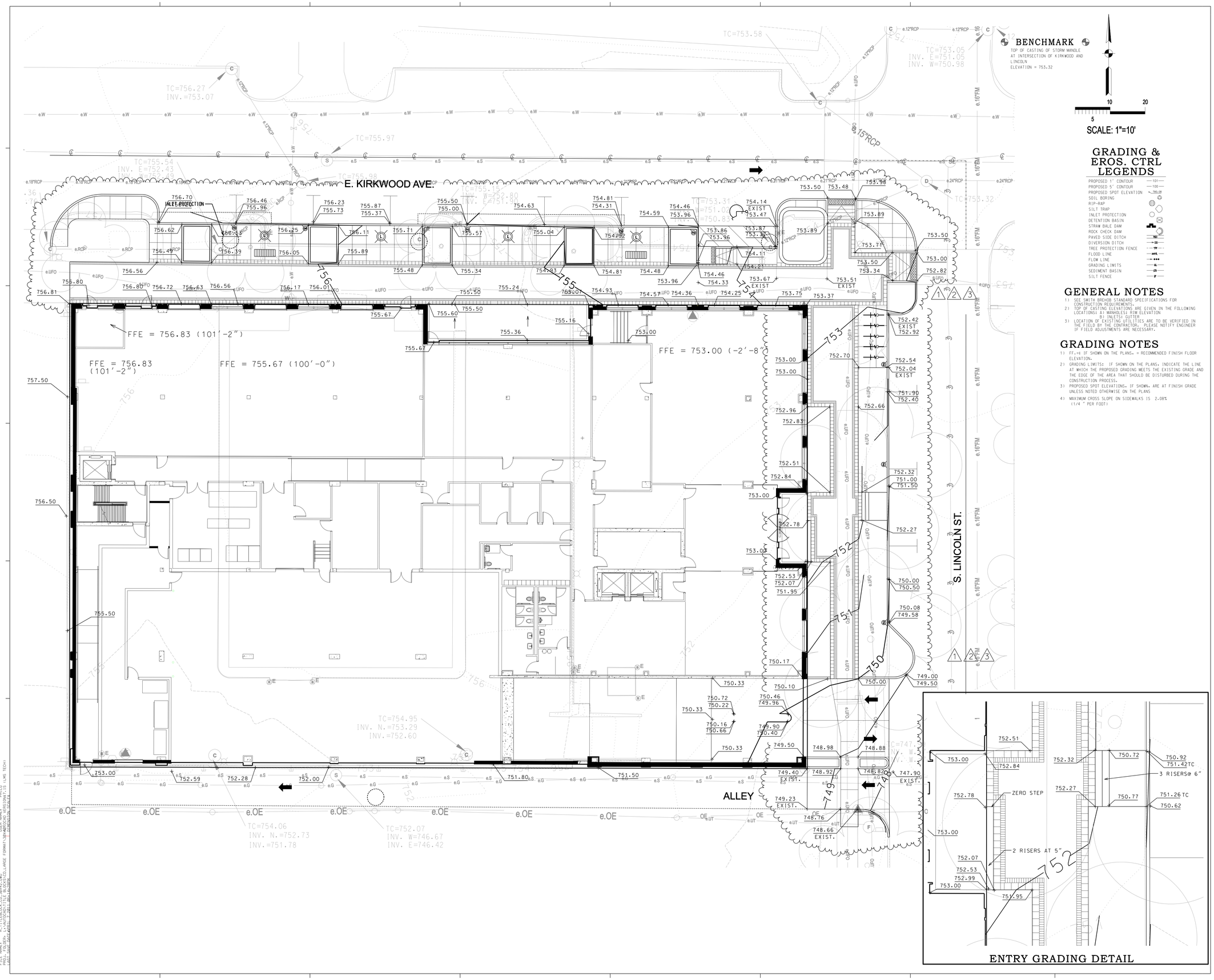
RATIO

SHEET TITLE
SITE PLAN

SHEET NUMBER
C202



BENCHMARK

TOP OF CASTING OF STORM MANOLE AT INTERSECTION OF KIRKWOOD AND LINCOLN
ELEVATION = 753.32

SCALE: 1"=10'

GRADING & EROS. CTRL LEGENDS

PROPOSED 1' CONTOUR	101
PROPOSED 5' CONTOUR	100
PROPOSED SPOT ELEVATION	760.08
SOIL BORING	
RIP-RAP	
SILT TRAP	
INLET PROTECTION	
DETENTION BASIN	
STRAW BALE DAM	
ROCK CHECK DAM	
PAVED SIDE DITCH	PSD
DIVERSION DITCH	DD
TREE PROTECTION FENCE	TPF
FLOOD LINE	200%
FLOW LINE	
GRADING LIMITS	GL
SEDIMENT BASIN	SB
SILT FENCE	SF

GENERAL NOTES

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   B) INLETS: GUTTER
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GRADING NOTES

1) FF.=: IF SHOWN ON THE PLANS. = RECOMMENDED FINISH FLOOR ELEVATION.
2) GRADING LIMITS: IF SHOWN ON THE PLANS, INDICATE THE LINE AT WHICH THE PROPOSED GRADING MEETS THE EXISTING GRADE AND THE EDGE OF THE AREA THAT SHOULD BE DISTURBED DURING THE CONSTRUCTION PROCESS.
3) PROPOSED SPOT ELEVATIONS, IF SHOWN, ARE AT FINISH GRADE UNLESS NOTED OTHERWISE ON THE PLANS
4) MAXIMUM CROSS SLOPE ON SIDEWALKS IS 2.08% (1/4 " PER FOOT)

ENTRY GRADING DETAIL

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04-28-2017

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CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH
REGISTERED
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STATE OF INDIANA
PROFESSIONAL ENGINEER

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RATIO

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C203

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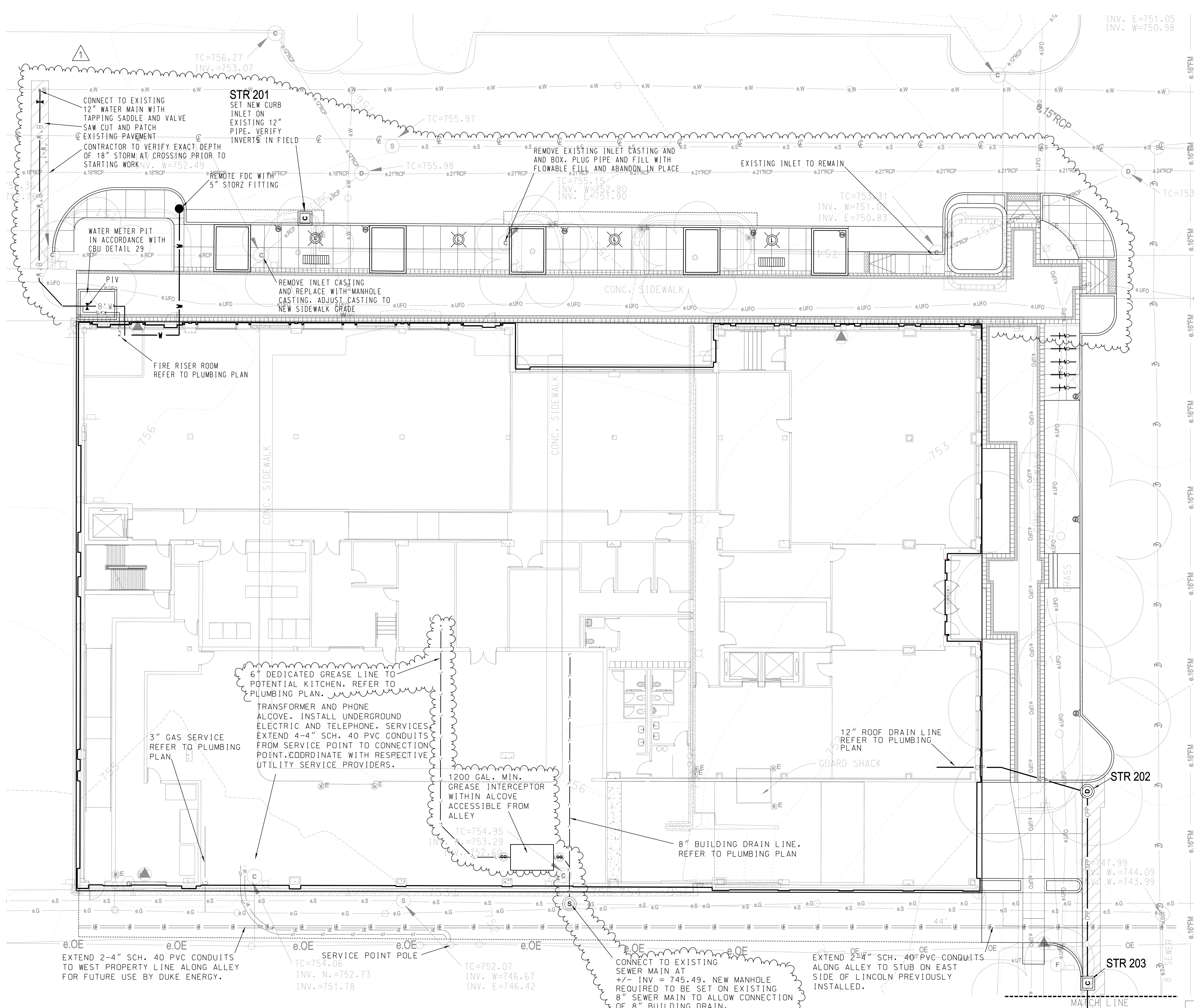

BENCHMARK

TOP OF CASTING OF STORM MANOLE AT INTERSECTION OF KIRKWOOD AND LINCOLN
ELEVATION = 753.32

SCALE: 1"=10'

UTILITY LEGEND

- WATER IRRIGATION LINE
- DOMESTIC WATER SERVICE
- FIRE WATER SERVICE
- WATER MAIN
- WATER SERVICE LINE
- WATER VAULT
- WATER HANDHOLE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FLUSH HYDRANT
- WATER MASTER METER
- WATER AIR RELEASE VALVE
- WATER END CAP
- WATER TANK
- SANITARY MAIN LINE
- SANITARY FORCE MAIN
- LOW PRESSURE SEWER
- SANITARY LATERAL
- SANITARY MANHOLE
- SANITARY CLEANOUT
- SANITARY VAULT METER
- SANITARY METER
- SANITARY LIFT STATION
- SINGLE FLUSHING CONN.
- DOUBLE FLUSHING CONN.
- LOW PRESSURE SEWER PUMP
- L.P.S. AIR RELEASE VALVE
- F.M. AIR RELEASE VALVE
- GREASE TRAP
- SEPTIC TANK
- MONITORING WELL
- STORM PIPE
- ROOF DRAIN PIPE
- UNDERDRAIN PIPE
- STORM MANHOLE
- STORM CURB INLET
- STORM CATCH BASIN
- STORM YARD INLET
- STORM DOWNSPOUT
- STORM TRENCH DRAIN
- STORM PIPE END SECTION
- PROPOSED GAS LINE
- GAS MANHOLE
- GAS VAULT METER
- GAS METER
- GAS PLANT
- GAS SHUTOFF VALVE
- GAS MARKER
- CABLE TV
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- ELECTRIC VAULT
- ELECTRIC MANHOLE
- ELECTRIC TRANS. PAD
- ELECTRIC TRANS. VAULT
- ELECTRIC HANDHOLE
- ELECTRIC POWER POLE
- PHONE RISER
- PHONE VAULT
- PHONE MANHOLE

GENERAL NOTES

1) SEE SMITH BREHOB STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION B) INLETS: SEE DETAIL PACKET
3) LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

UTILITY NOTES

1) EFFECTIVE MARCH 1, 2010, ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT UTILITIES TECHNICIAN AT (812) 349-3633 TO SCHEDULE THE MEETING.
2) CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM OR SANITARY SEWER UTILITY WORK. A CBU INSPECTOR MUST HAVE NOTICE SO WORK CAN BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WHEN A CONTRACTOR WORKS ON WEEKENDS, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME. FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT AT (812)349-3660.
3) SEE SPECIFICATIONS FOR SIZES OF WATER SERVICE LINES AND SEWER LATERALS NOT SPECIFICALLY NOTED ON THE PLANS.
4) MS.=: IF SHOWN ON THE PLANS, = MINIMUM SEWER ELEVATION. IT INDICATES THE LOWEST FLOOR ELEVATION THAT WILL ALLOW GRAVITY SEWER SERVICE WITHOUT A SPECIAL BACKWATER VALVE. ANY FLOOR ELEVATION THAT WILL BE SERVED BY GRAVITY SEWER MUST BE ABOVE THE RIM ELEVATION OF THE UPSTREAM SANITARY MANHOLE. IF NOT A BACKWATER VALVE MUST BE INSTALLED ACCORDING TO SEC. 409(A) OF THE UNIFORM PLUMBING CODE. SEE SPECIFICATIONS PACKET FOR MORE DETAIL.
5) ON ALL EXISTING SANITARY MAINS, WYES SHALL BE CUT AND SLEEVED IN PLACE BY CITY OF BLOOMINGTON UTILITIES PERSONNEL WITH CITY OF BLOOMINGTON UTILITIES FURNISHING ALL MATERIAL, EQUIPMENT, AND LABOR NECESSARY FOR INSTALLATION. DEVELOPER SHALL PROVIDE ALL NECESSARY EXCAVATION, SHORING, BACKFILL, AND SURFACE REPAIR. PLEASE CONTACT NANCY AXSOM AT (812) 349-3689 FOR MORE INFORMATION.
6) WHEN CONNECTING A NEW PIPE TO AN EXISTING MANHOLE, THE MANHOLE SHALL BE CORE-DRILLED. PIPE SHALL BE CONNECTED TO THE MANHOLE BY EITHER A FLEXIBLE BOOT KOR-N-SEAL 1 OR 2 FLEXIBLE CONNECTOR OR APPROVED EQUAL. TABLE AND TROUGH SHALL BE MODIFIED AS NECESSARY TO DIRECT THE FLOW FROM THE NEW PIPE. INVERT OF CONNECTION SHALL BE NO MORE THAN ONE FOOT HIGHER THAN THE INVERT OUT FOR THIS STRUCTURE.
7) IN ACCORDANCE WITH SECTION 4.5.2.1.5.1. OF THE CBU CONSTRUCTION SPECIFICATIONS ALL SEWER LATERALS SHALL HAVE A CLEAN-OUT AT LEAST EVERY 90 FEET. ALL CLEAN-OUTS, WEATHER IN GRASSY AREAS OR IN PAVEMENT, SHALL BE SUB-SURFACE AND PROTECTED BY A SUITABLE METAL CASTING SUCH AS EAST JORDAN CATALOGUE NO. 2975 OR NEENAH CATALOGUE NO. R-1974-A. IN GRASSY AREAS, THE CASTING SHALL BE PROVIDED WITH A CIRCULAR CONCRETE COLLAR FLUSH WITH THE TOP OF THE CASTING AND THE GROUND SURFACE. THE COLLAR SHALL BE MINIMUM 6" THICK AND SHALL EXTEND AT LEAST 8" BEYOND THE OUTSIDE OF THE CASTING ON ALL SIDES. IN PAVEMENT, THE TOP OF THE CASTING SHALL BE FLUSH WITH THE SURROUNDING PAVEMENT. TOP OF CLEAN-OUT SHALL BE NO MORE THAN 3" BELOW THE TOP OF THE CASTING. A #10 INSULATED SOLID COPPER LOCATOR WIRE SHALL BE WRAPPED AROUND ALL NON-METALLIC PIPES SO THAT ONE REVOLUTION IS MADE AT LEAST EVERY PIPE JOINT. SPLICES ARE TO BE MADE WITH AN APPROVED CONNECTOR, AND ARE TO BE SUITABLY PROTECTED AGAINST CORROSION. THE WIRE IS TO BE BROUGHT TO THE SURFACE WITH A CLEAN-OUT IN A CASTING. ALSO SEE THE CBU CONSTRUCTION SPECIFICATIONS FOR THE "STANDARD SANITARY LATERAL CLEAN-OUT DETAIL #19".
8) WHEREVER C900 PIPE IS USED FOR SEWER, ALL WYES SHALL BE HARCO, SIZED FOR C900 ON THE RUN AND SDR-35 ON THE BRANCH. TRANSITION FROM C900 TO SDR-35 PIPE SHALL BE MADE BY USE OF A HARCO C900 TO SDR-35 ADAPTER WYES.
9) ALL D.I.P. USED FOR SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING, MINIMUM THICKNESS 40 MILS, AND SHALL BE PROTECTO 401, AS MANUFACTURED BY INDURON PROTECTIVE COATINGS. WYES FOR D.I.P. SHALL BE HARCO D.I.P. TO SDR-35 ADAPTER WYES.
10) A PERMANENT INDICATING CONTROL VALVE SHALL BE INSTALLED ON THE FIRE LINE 12" ABOVE THE FLOOR AT THE TERMINATION POINT. THIS VALVE WILL BE USED TO HYDROSTATIC PRESSURE TEST AGAINST AND WILL REMAIN AS A PART OF THE SYSTEM. ONCE ALL TESTING IS COMPLETE, THE LINE WILL NOT BE DISMANTLED FOR CONNECTION TO THE FIRE SUPRESSION SYSTEM. PLEASE CONTACT NANCY AXSOM (812-349-3689) FOR ADDITIONAL INFORMATION.
11) ALL DUCTILE IRON PIPE (DIP) WILL REQUIRE POLYETHYLENE ENCASEMENT SLEEVES AND SHALL BE 8-MIL LINEAR LOW-DENSITY (LLD) POLYETHYLENE ENCASEMENT OR 4-MIL HIGH-DENSITY CROSS-LAMINATED (HDCL), POLYETHYLENE ENCASEMENT MATERIAL, INCLUSIVE OF VALVES AND FITTINGS. THE MATERIAL SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH ANSI/AWWA C-105/A21.5, USING PLASTIC TIE STRAPS OR CIRCUMFERENTIAL OR ADHESIVE TAPE PROVIDING THE PIPE WOTH A SECURE PROTECTIVE ENCLOSURE.
12) BACKFLOW PREVENTER CONDUIT REQUIREMENTS:
- RADIO READ EQUIPMENT MUST BE PLACED ON THE OUSTIDE OF THE BUILDING.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE RAIO HEAD DEVICE FROM CBU.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLING CONDUIT AND WIRING FROM THE METER LOCATION, THROUGH THE BUILDING WALL, AND ATTACHING THE DEVICE TO THE WALL AT A POINT HIGH ENOUGH TO KEEP IT OUT OF REACH FROM TAMPERING AND DAMAGE, YET ACCESSIBLE WITH A LADDER.
- CBU WILL MAKE THE WIRING CONNECTIONS AT THE TWO END POINTS.

UTILITIES

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2450 S. Henderson St.
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STRUCTURE DATA TABLE

STRUCTURE NUMBER	CASTING EAST JORDAN	DESCRIPTION	OUTLET PIPE SPECS. LENGTH FT	SIZE IN	TYPE	UP INV.	DOWN INV.	TC. ELEV.	RIP-RAP REQUIRED SYS	END SECTION	REMARKS
201	7505	CURB INLET	EXT	12		752.3±	EXIST	755.80	NA	N	USE EXIST. 12" RCP PIPE
202	1022-1	MANHOLE	44'	12	CPP	741.77	741.55	748.80	NA	N	CONNECT TO 203
203	7505	CURB INLET	128'	12	CPP	741.55	740.57	747.05	NA	N	CONNECT TO 204
204	7505	CURB INLET	34'	15	CPP	740.57	740.00	743.70	NA	N	CONNECT TO 205
205	EXISTING	EXISTING INLET				739.5		742.90	NA	N	

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1	CBU COMMENTS.	5-17-17
2	CITY TRANSPORTATION PERMIT COMMENTS.	6-05-17

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STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE
UTILITY PLAN

SHEET NUMBER
C204

FILE NAME: R_TITLEBLOCK_CD_30X42.DWG USER NAME: PHILG
PROJ. FOLDER: L:\AUTOCAD\TITLE BLOCKS\CD_LARGE FORMAT\30X42 AUTOCAD VERSION: 7.1S (LMS TECH)
LAST SAVE DATE: APRIL 7 2011 06:14:28PM DIMENSION SCALE:
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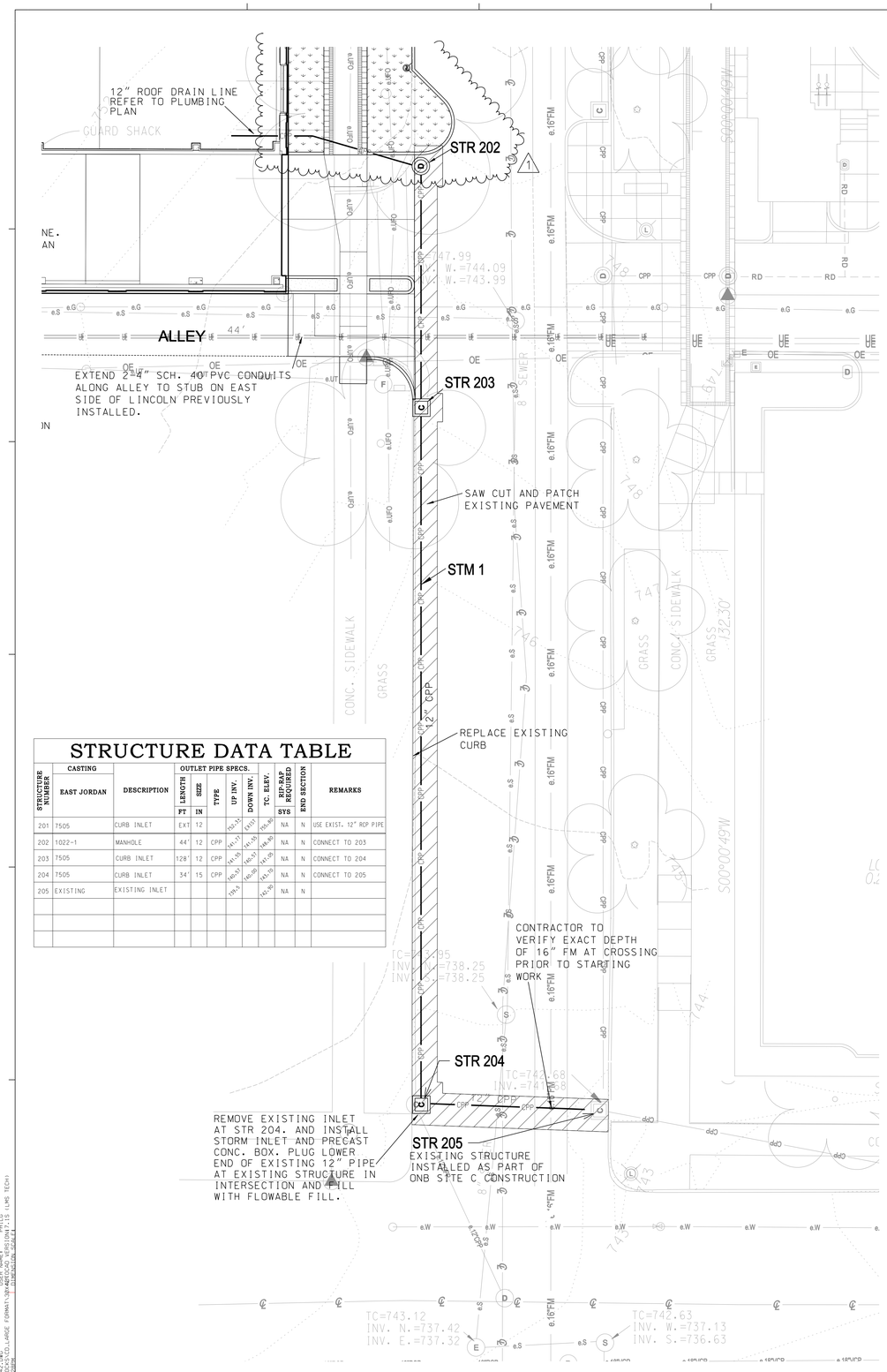
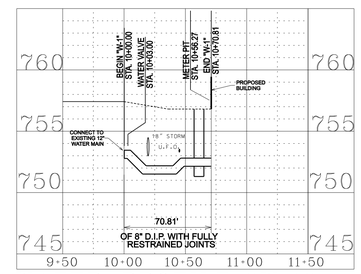
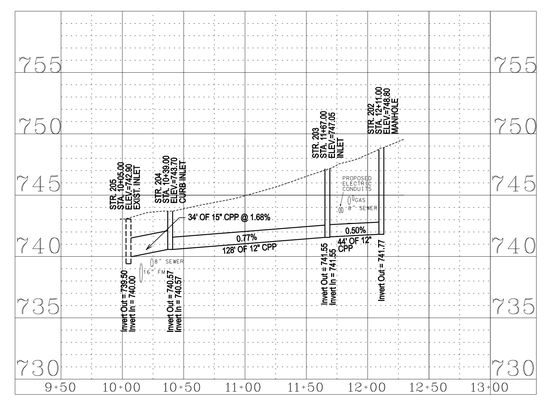


STRUCTURE DATA TABLE

STRUCTURE NUMBERS	CASTING: EAST JORDAN	DESCRIPTION	OUTLET PIPE SPECS.: LENGTH FT	LENGTH IN	SIZE	TYPE	UP INV.	DOWN INV.	TC. ELEV.	RIP-RAP REQUIRED SYS	END SECTION	REMARKS
201	7505	CURB INLET	EXT	12			742.32	741.17	755.90	NA	N	USE EXIST. 12" RCP PIPE
202	1022-1	MANHOLE	44'	12	CPP		743.47	741.15	748.80	NA	N	CONNECT TO 203
203	7505	CURB INLET	128'	12	CPP		743.35	740.35	747.05	NA	N	CONNECT TO 204
204	7505	CURB INLET	34'	15	CPP		740.93	740.50	743.70	NA	N	CONNECT TO 205
205	EXISTING	EXISTING INLET					739.5		742.50	NA	N	



WATER PROFILE: "W-1"



STORM PROFILE: "STM-1"

SCALE:
Horizontal: 1"=50'
Vertical: 1"=5'

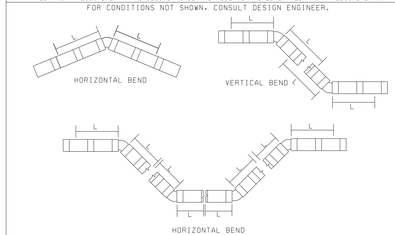
JOINT RESTRAINTS TABLE

MATERIAL	SIZE	PRESSURE	HORIZONTAL BEND: 90	45	22.5	11.25	VERTICAL BEND: 90	45	22.5	11.25	DEAD END
PVC	3"	200 PSI	13'	6'	3'	2'	N	16'/4'	8'/2'	4'/1'	8'
	4"	200 PSI	14'	6'	3'	2'	O	18'/4'	9'/2'	5'/1'	42'
	6"	200 PSI	20'	9'	4'	2'	T	25'/6'	12'/3	6'/2'	59'
	8"	200 PSI	26'	11'	6'	3'		32'/8'	16'/4'	8'/2'	78'
DIP	4"	350 PSI	28'	12'	6'	3'	U	47'/8'	23'/4'	12'/2'	113'
	6"	350 PSI	39'	16'	8'	4'	S	66'/11'	32'/6'	16'/3'	159'
	8"	350 PSI	51'	21'	10'	5'	E	87'/15'	42'/7'	21'/4'	209'
	12"	350 PSI	71'	30'	14'	7'	D	123'/21'	59'/10'	30'/5'	296'

DIP INDICATED IN CHART IS POLY WRAPPED PIPE

THE FIRST NUMBER IN THE RESTRAINED LENGTH FOR VERTICAL RESTRAINTS REPRESENTS THE UPPER RESTRAINT REQUIREMENT. THE SECOND NUMBER REPRESENTS THE LOWER RESTRAINT REQUIREMENT.

FOR CONDITIONS NOT SHOWN, CONSULT DESIGN ENGINEER.



*IF THE REQ'D RESTRAINED LENGTH IS LONGER THAN THE LENGTH TO THE NEXT 45 DEG. BEND, RESTRAIN THE ENTIRE LENGTH

BENCHMARK
TOP OF CASTING OF STORM MANOLE
AT INTERSECTION OF KIRKWOOD AND
LINCOLN
ELEVATION = 753.32

5 10 20
SCALE: 1"=10'

GENERAL NOTES

1) SEE SMITH BREHOB STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLES: RIM ELEVATION; B) INLETS: SEE DETAIL PAGE.
3) LOCATION OF UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

UTILITY LEGEND

WATER IRRIGATION LINE
DOMESTIC WATER SERVICE
FIRE WATER SERVICE
WATER MAIN
WATER SERVICE LINE
WATER VAULT
WATER HANDHOLE
WATER MANHOLE
WATER METER
WATER VALVE
FIRE HYDRANT
FLUSH HYDRANT
WATER MASTER METER
WATER AIR RELEASE VALVE
WATER END CAP
WATER TANK
SANITARY MAIN LINE
SANITARY FORCE MAIN
LOW PRESSURE SEWER
SANITARY LATERAL
SANITARY MANHOLE
SANITARY CLEANOUT
SANITARY VAULT METER
SANITARY METER
SANITARY LIFT STATION
SINGLE FLUSHING CONN.
DOUBLE FLUSHING CONN.
LOW PRESSURE SEWER PUMP
L.P.S. AIR RELEASE VALVE
F.M. AIR RELEASE VALVE
GREASE TRAP
SEPTIC TANK
MONITORING WELL
STORM PIPE
ROOF DRAIN PIPE
UNDERDRAIN PIPE
STORM MANHOLE
STORM CURB INLET
STORM CATCH BASIN
STORM YARD INLET
STORM DOWNSPOUT
STORM TRENCH DRAIN
STORM PIPE END SECTION
PROPOSED GAS LINE
GAS MANHOLE
GAS VAULT METER
GAS METER
GAS PLANT
GAS SHUTOFF VALVE
GAS MARKER
CABLE TV
OVERHEAD ELECTRIC
OVERHEAD TELEPHONE
UNDERGROUND FIBER OPTIC
UNDERGROUND TELEPHONE
ELECTRIC VAULT
ELECTRIC MANHOLE
ELECTRIC TRANS. PAD
ELECTRIC TRANS. VAULT
ELECTRIC HANDHOLE
ELECTRIC POWER POLE
PHONE RISER
PHONE VAULT
PHONE MANHOLE

UTILITIES

AT&T (Phone)
Brent McCabe - (812) 334-4521
4517 E. Indiana Bell Ct.
P.O. Box 56
Bloomington, Indiana 47408
(812) 334-4594 Fax

DUKE ENERGY (Electric)
Kerry Ducker (812) 337-3035
1100 W. 2nd St.
Bloomington, IN 47403
(812) 337-3000 Fax

CITY OF BLOOMINGTON
UTILITIES (Water/Sewer)
Nancy Axsom (812) 349-3689
600 E. Miller Dr.
Bloomington, IN 47402
(812) 331-5961 Fax

VECTREN (Gas)
Doug Anderson (812) 330-4031
205 S. Madison
Bloomington, IN 47404
(812) 330-4057 Fax

COMCAST (Cable)
Scott Templeton (812) 355-7822
2450 S. Henderson St.
Bloomington, IN 47401
(812) 332-0129 Fax

GRADUATE HOTEL

210 E. Kirkwood Ave.
Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4185

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

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453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

N
KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION		
1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH
REGISTERED
NO. PE60016156
STATE OF
INDIANA
PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE
OFFSITE UTILITY AND PROFILES

SHEET NUMBER
C205

FILE NAME: R:\TITLEBLOCK CD 2012-CWD\
PLOT SCALE: 1.0000 PLOT DATE: 4/28/2017 PLOTTED BY: Phillip
USER NAME: Phillip
LAYOUT: LARGE FORMAT\20W\ANSI D (34X22)
DIMENSION SCALE: 1
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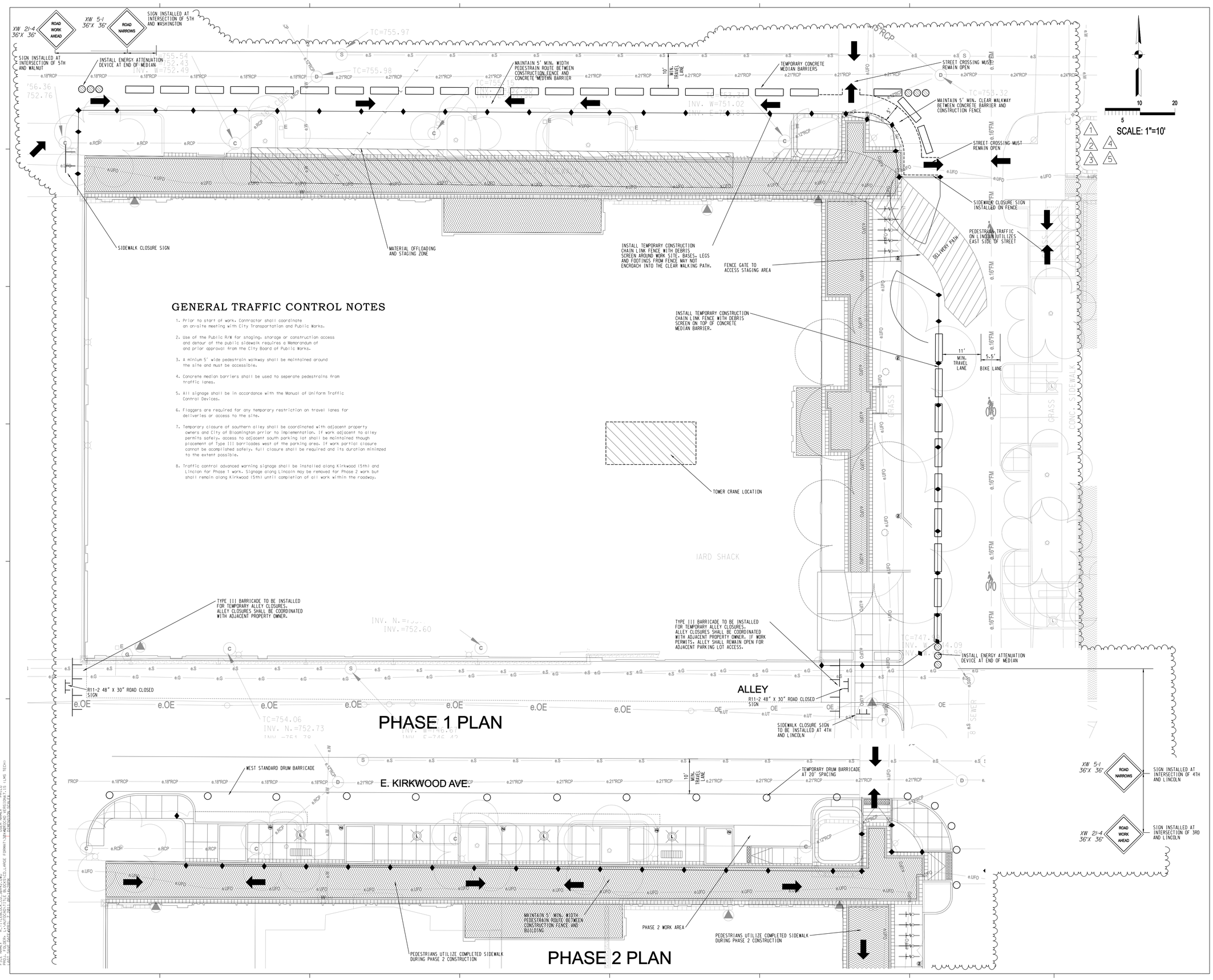

GENERAL TRAFFIC CONTROL NOTES

1. Prior to start of work, Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
2. Use of the Public R/W for staging, storage or construction access and detour of the public sidewalk requires a Memorandum of and prior approval from the City Board of Public Works.
3. A minium 5' wide pedestrain walkway shall be maintained around the site and must be accessible.
4. Concrete median barriers shall be used to seperate pedestrains from traffic lanes.
5. All signage shall be in accordance with the Manual of Uniform Traffic Control Devices.
6. Flaggers are required for any temporary restriction on travel lanes for deliveries or access to the site.
7. Temporary closure of southern alley shall be coordinated with adjacent property owners and City of Bloomington prrior to implementation. If work adjacent to alley permits safely, access to adjacent south parking lot shall be maintained though placement of Type III barricades west of the parking area. If work partial closure cannot be acomplished safely, full closure shall be required and its duration minimzed to the extent possible.
8. Traffic control advanced warning signage shall be installed along Kirkwood (5th) and Lincln for Phase 1 work. Signage along Lincoln may be removed for Phase 2 work but shall remain along Kirkwood (5th) until completion of all work within the roadway.

GRADUATE HOTEL

210 E. Kirkwood Ave.
Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4185

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

Civil Engineer
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453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION		
1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17
2	CITY TRANSPORTATION PERMIT COMMENTS.	6-05-17
3	CITY TRANSPORTATION PERMIT COMMENTS.	6-16-17
4	CITY TRANSPORTATION PERMIT COMMENTS.	6-27-17
5	CITY TRANSPORTATION PERMIT COMMENTS.	7-06-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE
TRAFFIC MAINTENANCE PLAN

SHEET NUMBER
C206

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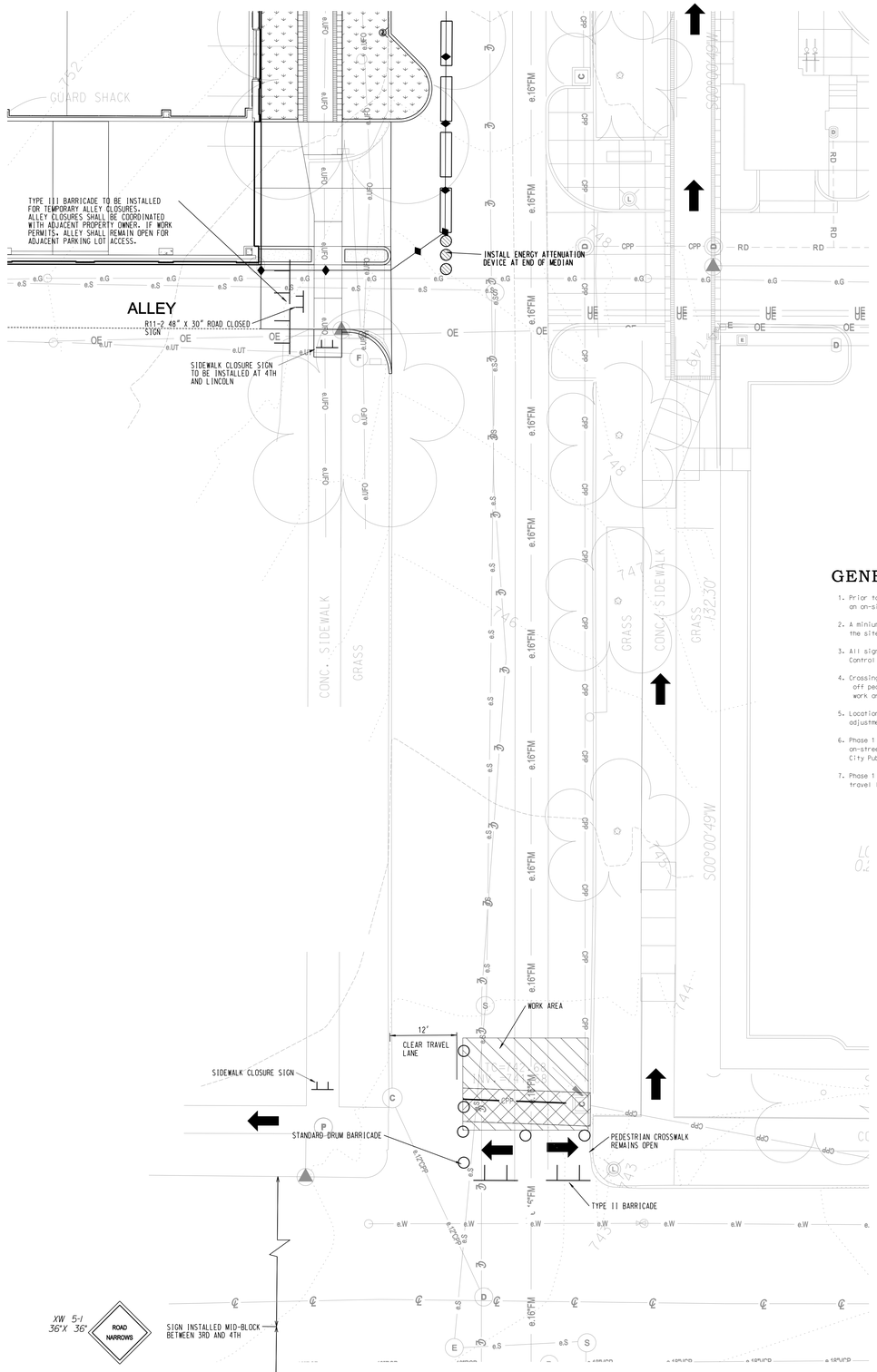
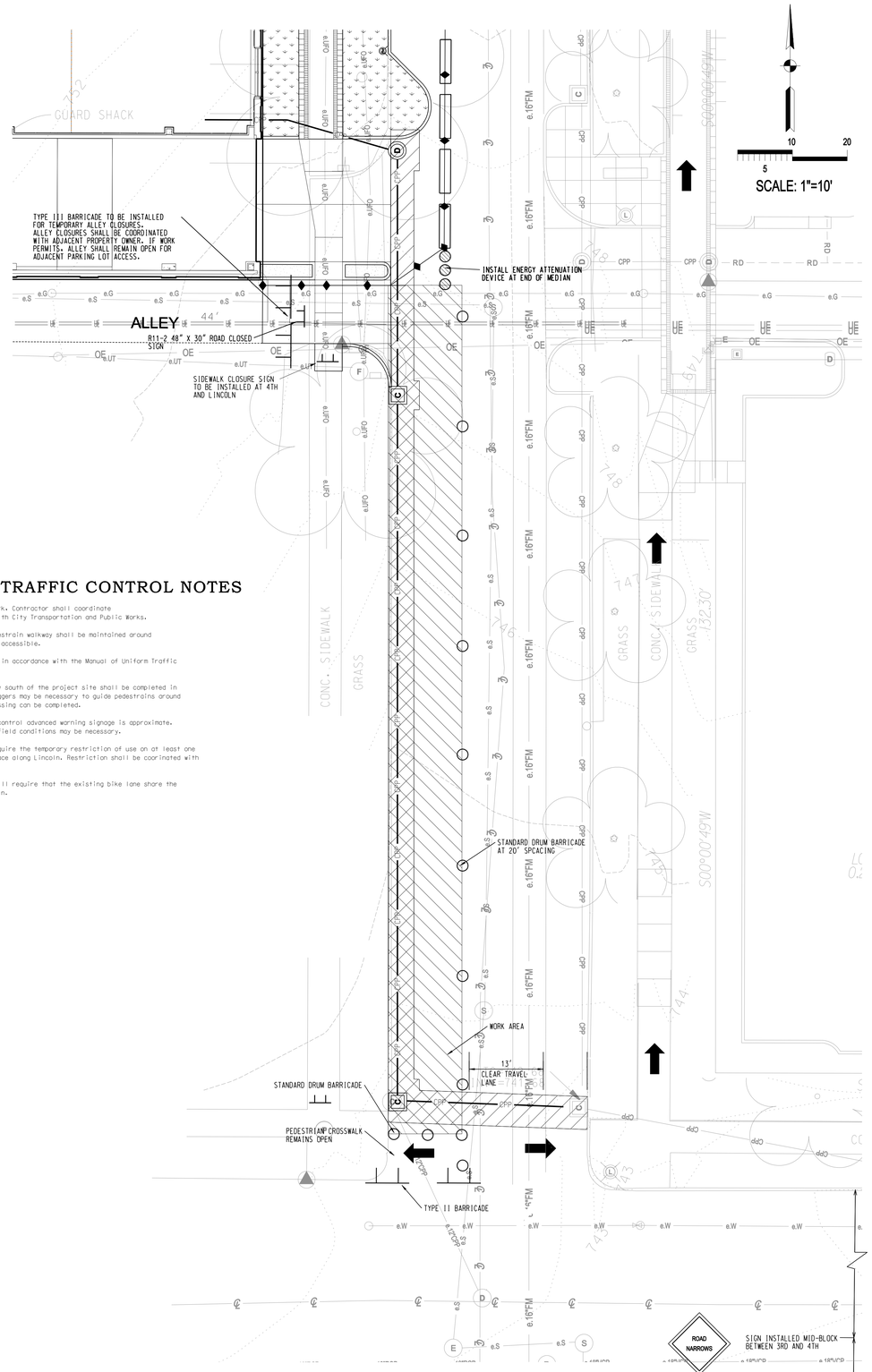
Graduate_C206_Traffic Maintenance Plan.sht 7/7/2017 3:19:16 PM



OFFSITE STORM SEWER MAINTENANCE OF TRAFFIC
PHASE 1



OFFSITE STORM SEWER MAINTENANCE OF TRAFFIC
PHASE 2

GENERAL TRAFFIC CONTROL NOTES

1. Prior to start of work. Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
2. A minium 5' wide pedestrain walkway shall be maintained around the site and must be accessible.
3. All signage shall be in accordance with the Manual of Uniform Traffic Control Devices.
4. Crossing of the alley south of the project site shall be completed in off peak times. Flaggers may be necessary to guide pedestrains around work area until crossing can be completed.
5. Location of traffic control advanced warning signage is approximate. adjustment based on field conditions may be necessary.
6. Phase 1 work will require the temporary restriction of use on at least one on-street parking space along Lincoln. Restriction shall be coorinated with City Public Works.
7. Phase 1 and 2 work will require that the existing bike lane share the travel lane on Lincoln.

SCALE: 1"=10'

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Bloomington, IN 47408

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Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

KEY PLAN

ISSUED FOR PERMIT
06-16-2017

REISSUE NOT FOR CONSTRUCTION

1	PLAN SHEET ADDED TO SET TO ADDRESS	6-16-17
	CITY TRANSPORTATION PERMIT COMMENTS.	
2	CITY TRANSPORTATION PERMIT COMMENTS.	6-27-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

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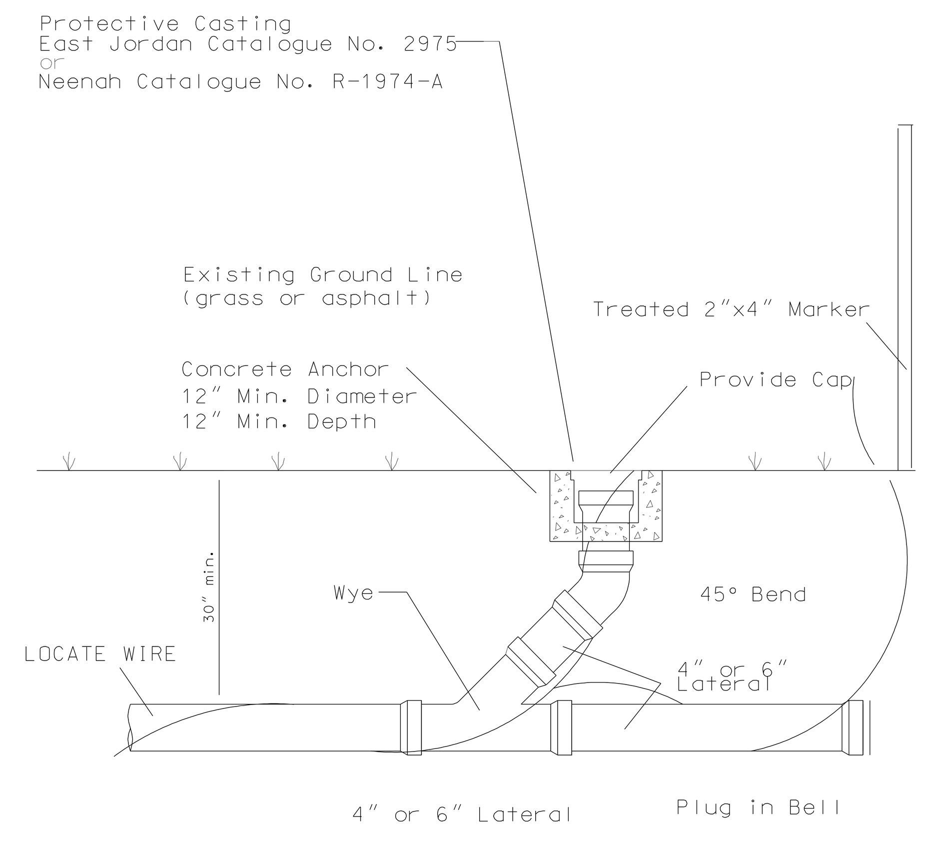
RATIO

SHEET TITLE
OFFSITE UTILITY MAINTENANCE OF TRAFFIC

SHEET NUMBER
C206A

FILE NAME: R:\11\DELOCI\CD\BK42.DWG
FILE LOCATION: C:\AUTOCAD 2011\ALL LARGE FORMATS\BK42.DWG
LAST SAVE DATE:APRIL 7 2011 BY:LAS(LARGE FORMATS)
PLOTTED BY: SMITH(PM)(LAS TECH)
DIMENSION SCALE:1



#10 solid insulated locate wire required from the city main to the clean-out at the property line.

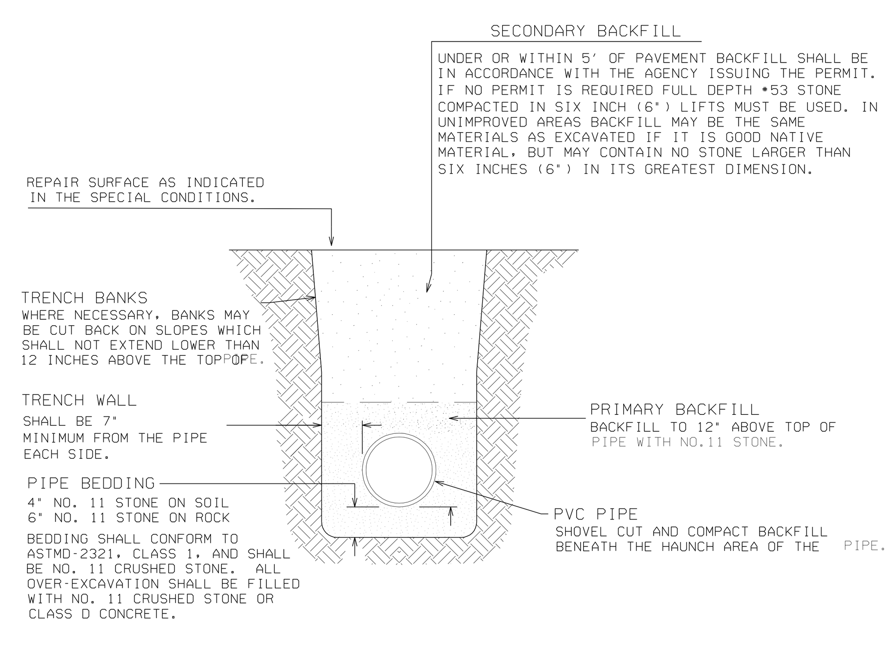
PROFILE

City of Bloomington Utilities Engineering Department
NO SCALE REVISED 02/26/10 | Drawing File: I:\COMMON\STANDARD DRAWINGS\STD19.DGN

STANDARD SANITARY LATERAL CLEAN-OUT FOR 4" AND 6" PIPES

STANDARD DETAIL NUMBER 19

TYPICAL TRENCH SECTION



TRENCH SAFETY SYSTEMS
ALL TRENCH WORK SHALL BE IN COMPLIANCE WITH OSHA PART 26 OF THE CODE OF FEDERAL REGULATIONS.

EXCAVATION DEPTH
WHEN PIPE GRADES ARE NOT DEFINED ON THE CONTRACT DRAWINGS, MAINTAIN A MINIMUM OF 48 INCHES OF COVER OVER THE TOP OF THE PIPE EXCEPT AS OTHERWISE ORDERED BY THE ENGINEER.

REVISED 2/11/2011 G.N.
REVISED 2/13/2008 T.A.

CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT
NO SCALE 10/5/98 M. HICKS | DRAWING FILE: I:\COMMON\STANDARD DRAWINGS\STD11.DGN

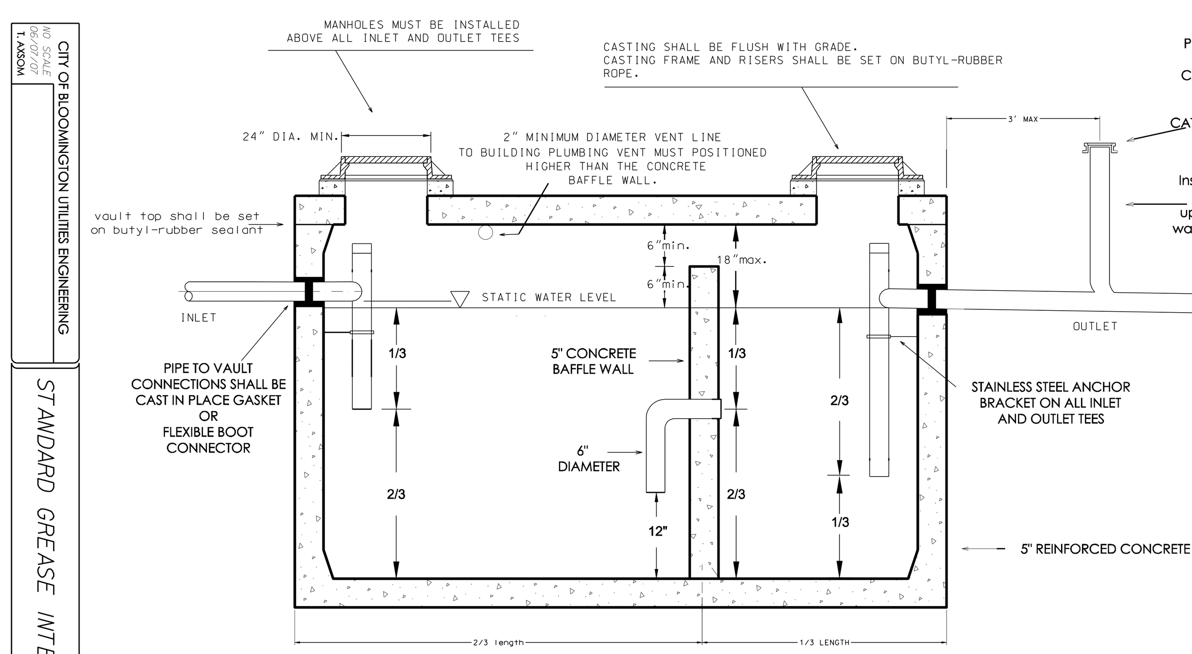
BEDDING AND BACKFILL DETAIL FOR PVC AND HDPE PIPE

STANDARD DETAIL NUMBER 11

CITY OF BLOOMINGTON UTILITIES ENGINEERING
NO SCALE 06/07/07 T. AXSOM

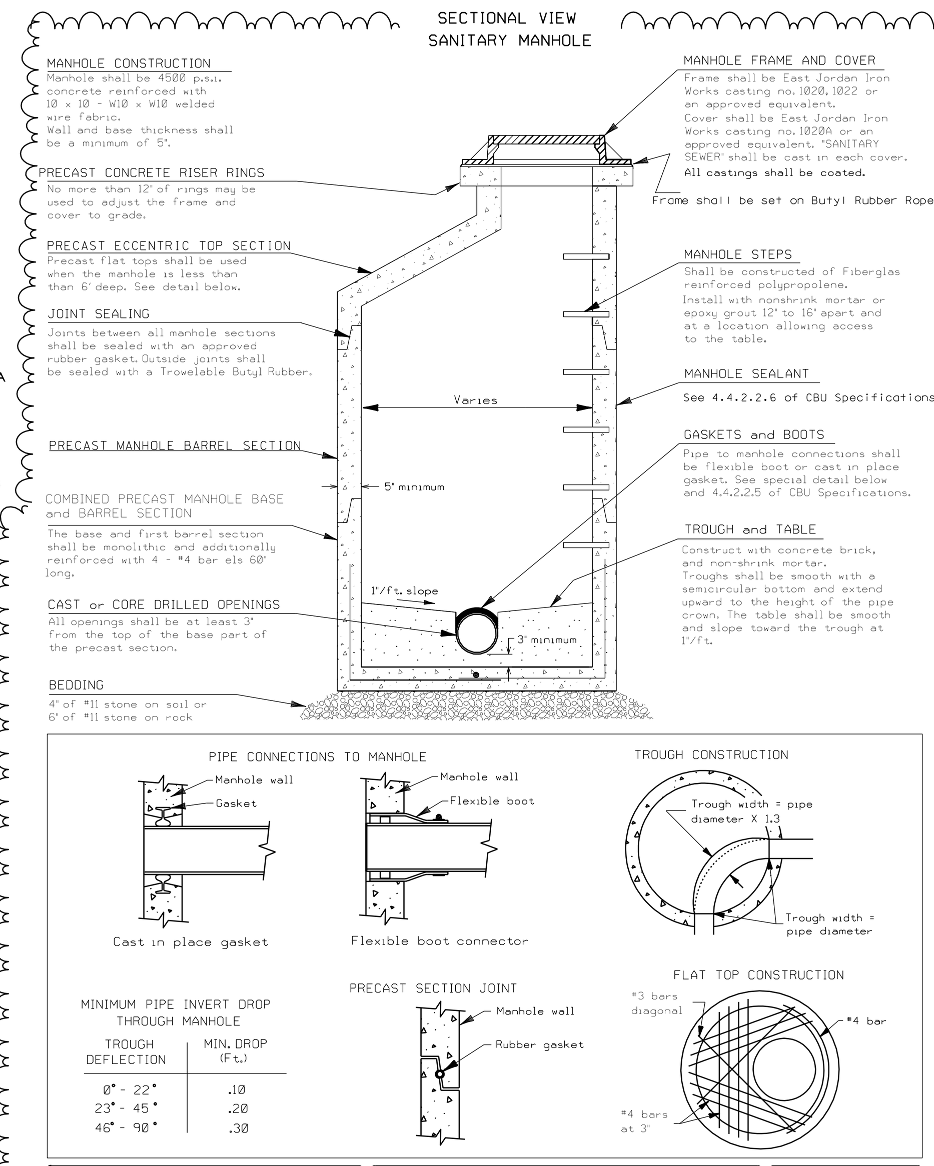
STANDARD GREASE INTERCEPTOR

STANDARD DETAIL NUMBER 21



1. ALL PIPES MINIMUM 6" DIAMETER PVC.
2. GREASE INTERCEPTOR SHALL BE H-20 TRAFFIC RATED.
3. CASTINGS AND LIDS SHALL BE EJIW 1020 SERIES OR EQUIVALENT, NON BOLT-DOWN, AND LABELED " GREASE. "
4. ALL EQUIPMENT AND COMPONENTS INSTALLED WITHIN THE GREASE INTERCEPTOR MUST BE MANUFACTURED FROM NON-CORROSIVE MATERIALS.
5. VAULT CASTING JOINTS SHALL BE CONSTRUCTED WITH AN APPROVED TYPE WATERSTOP.
6. WATERPROOF, NON-SHRINK MORTAR SHALL BE USED TO COMPLETELY SEAL AROUND INTERCEPTOR COMPONENTS THAT PENETRATE THE VAULT WALL INCLUDING, BUT NOT LIMITED TO, ANCHOR BOLTS, VENT LINE, AND PIPING.
7. IPANEX OR AN APPROVED EQUIVALENT CONCRETE ADMIXTURE SHALL BE USED.
8. INLET PIPE INVERT SHALL BE A MINIMUM OF 2" HIGHER THAN THE OUTLET PIPE INVERT.

SECTIONAL VIEW
SANITARY MANHOLE



MINIMUM PIPE INVERT DROP THROUGH MANHOLE

TROUGH DEFLECTION	MIN. DROP (Ft.)
0° - 22°	.10
23° - 45°	.20
46° - 90°	.30

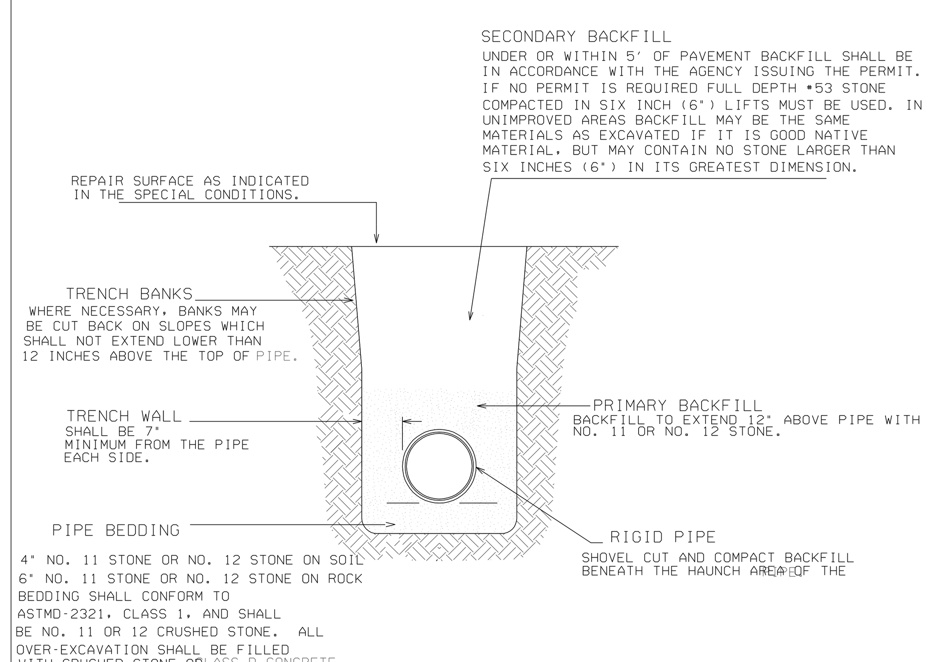
City of Bloomington Utilities Engineering Department
NO SCALE 2/21/94 by: M. Hicks | Drawing File: I:\COMMON\STANDARD DRAWINGS\STD 1.DWG | REVISED 02/18/08 T.A.

STANDARD SANITARY MANHOLE

STANDARD DETAIL NUMBER 1

1

TYPICAL TRENCH SECTION



EXCAVATION DEPTH
WHEN PIPE GRADES ARE NOT DEFINED ON THE CONTRACT DRAWINGS, MAINTAIN A MINIMUM OF 48 INCHES OF COVER OVER THE TOP OF THE PIPE EXCEPT AS OTHERWISE ORDERED BY THE ENGINEER.

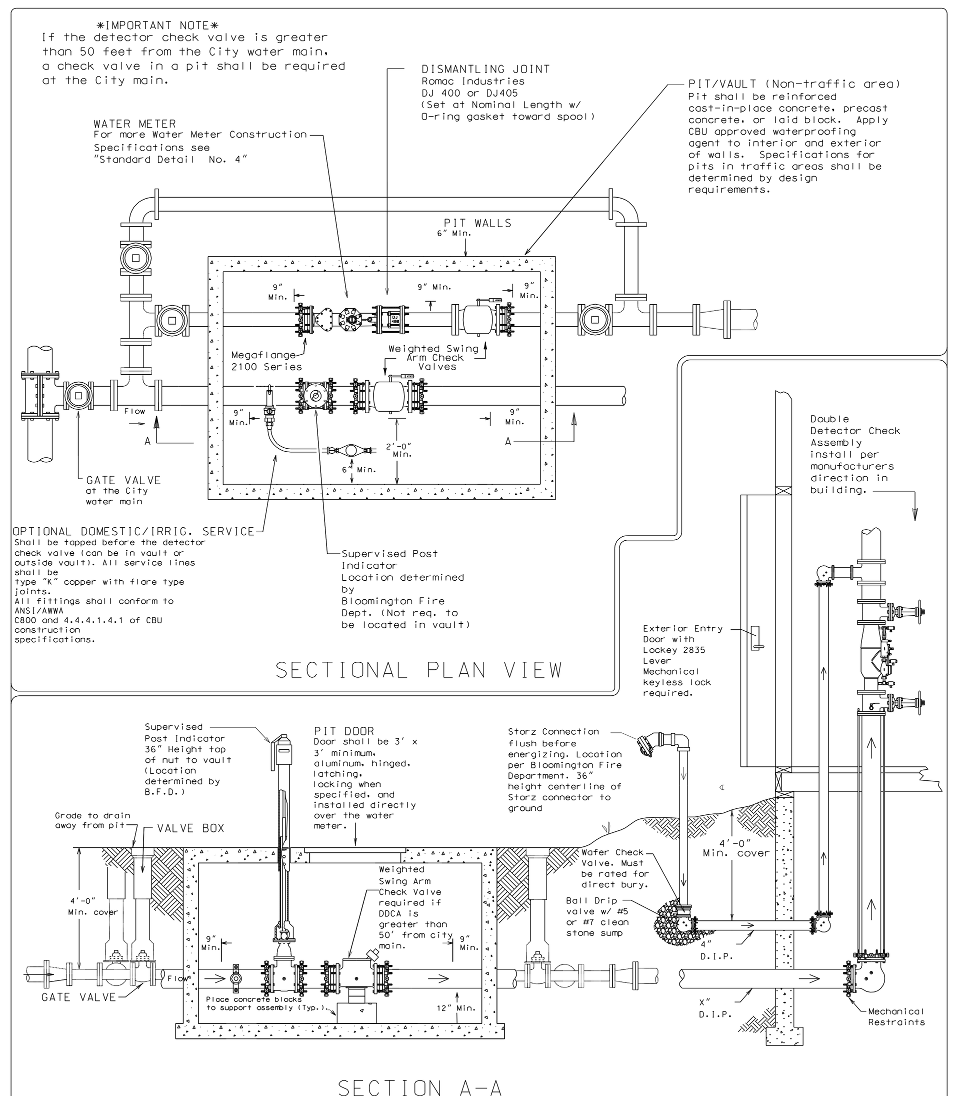
TRENCH SAFETY SYSTEMS
ALL TRENCH WORK SHALL BE IN COMPLIANCE WITH OSHA PART 26 OF THE CODE OF FEDERAL REGULATIONS.

REVISED 2/15/2011 G.N.
REVISED 2/13/2008 T.A.

CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT
NO SCALE 02/01/08 | DRAWING FILE: I:\COMMON\STANDARD DRAWINGS\STD12.DGN

BEDDING AND BACKFILL DETAIL FOR ALL RIGID PIPES

STANDARD DETAIL NUMBER 12



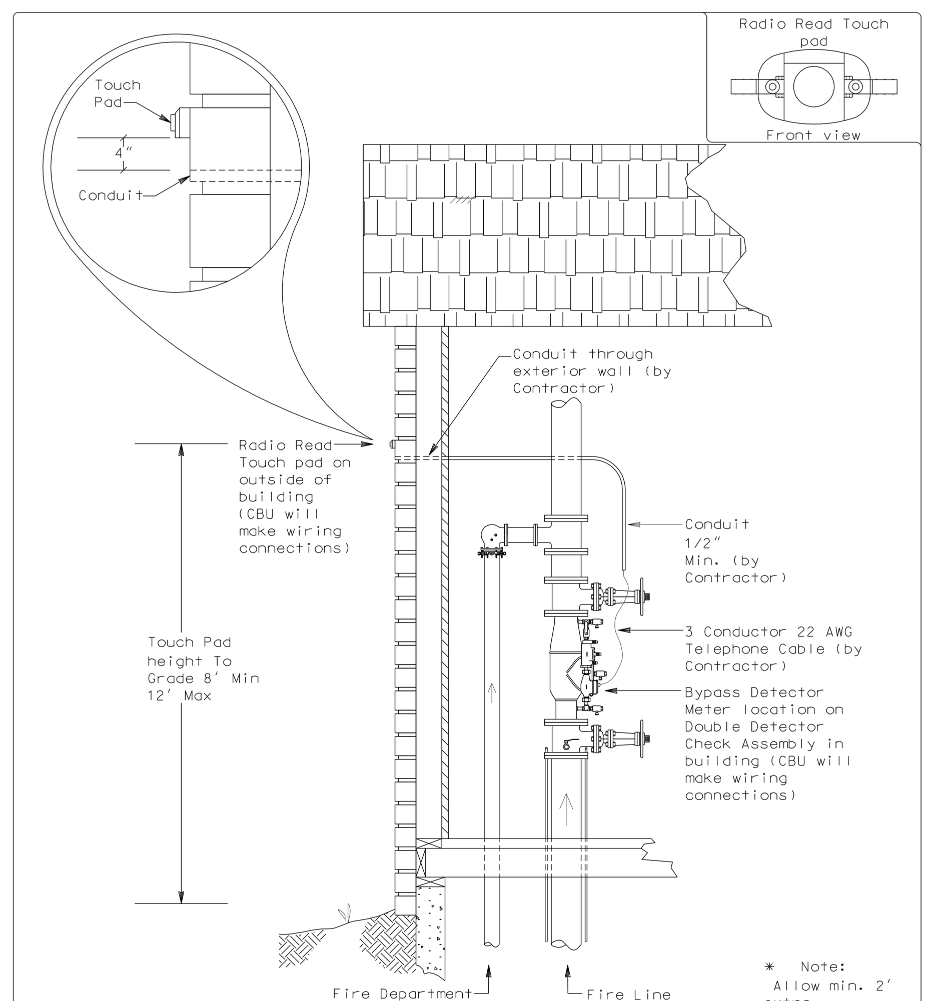
NO SCALE

CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT
G.A.N 07/14/2014 | DRAWING FILE: I:\COMMON\STANDARD DRAWINGS\STD29.DWG

STANDARD FIRE LINE DOUBLE CHECK VALVE 3" OR LARGER DOMESTIC METER INSTALATION DETAIL

STANDARD DETAIL NUMBER 29

PROJECT NOTE: CONTRACTOR TO VERIFY ALL CLEARANCES REQUIRED PRIOR TO ORDERING PRECAST STRUCTURE.



* Note: Allow min. 2' extra wire both at meter and outside for CBU to make connection

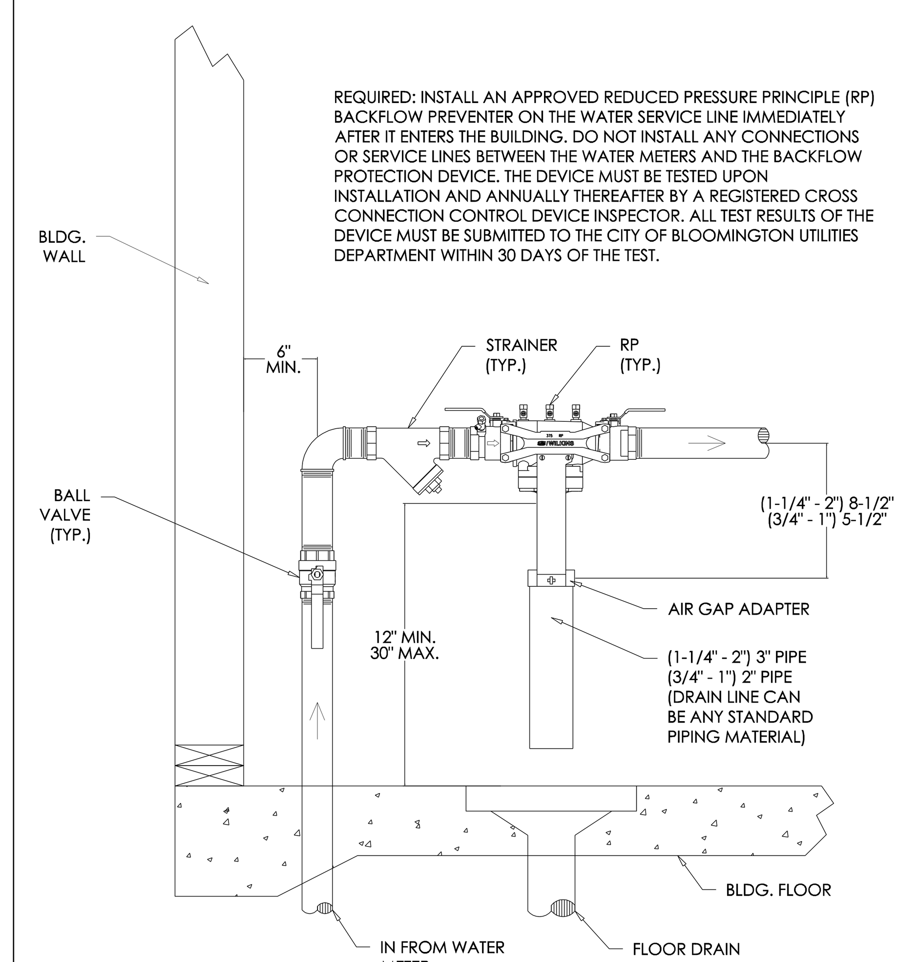
NO SCALE

CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT
G.A.N 7/11/2016 | DRAWING FILE: I:\COMMON\STANDARD DRAWINGS\STD34.DWG

FIRE LINE DOUBLE CHECK VALVE METER CONDUIT INSTALLATION DETAIL

STANDARD DETAIL NUMBER 34

REQUIRED: INSTALL AN APPROVED REDUCED PRESSURE PRINCIPLE (RP) BACKFLOW PREVENTER ON THE WATER SERVICE LINE IMMEDIATELY AFTER IT ENTERS THE BUILDING. DO NOT INSTALL ANY CONNECTIONS OR SERVICE LINES BETWEEN THE WATER METERS AND THE BACKFLOW PROTECTION DEVICE. THE DEVICE MUST BE TESTED UPON INSTALLATION AND ANNUALLY THEREAFTER BY A REGISTERED CROSS CONNECTION CONTROL DEVICE INSPECTOR. ALL TEST RESULTS OF THE DEVICE MUST BE SUBMITTED TO THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT WITHIN 30 DAYS OF THE TEST.



NOTE: INSTALLATION SHALL BE SUPPLIED WITH AN AIR GAP ADAPTER, AND PROTECTED FROM FREEZING AND FLOODING

NO SCALE

CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT
G.A.N 06/20/2016 | DRAWING FILE: I:\COMMON\STANDARD DRAWINGS\STD31.DGN

STANDARD REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER 3/4" THROUGH 2" INDOOR INSTALLATION DETAIL

STANDARD DETAIL NUMBER 31

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210 E. Kirkwood Ave.
Bloomington, IN 47408

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133 N. Jefferson St, 4th Floor
Chicago, IL 60661
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Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

Civil Engineer
Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

N
KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION

1	CBU COMMENTS.	5-17-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE
CIVIL DETAILS

SHEET NUMBER
C207

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PROJ. FOLDER: L:\AUTOCAD\TITLE BLOCKS\CD_LARGE FORMAT\30X42 AUTOCAD VERSION: 7.1S (LMS TECH)
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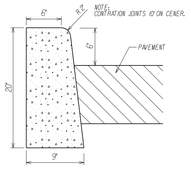
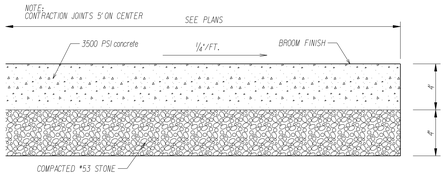
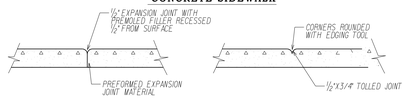


STANDING CONCRETE CURB DETAIL

NO SCALE



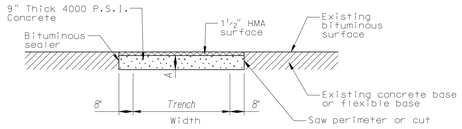
CONCRETE SIDEWALK



TYPICAL EXPANSION JOINT TYPICAL CONTROL JOINT

SIDEWALK & JOINT DETAIL

NO SCALE



ASPHALT PATCH

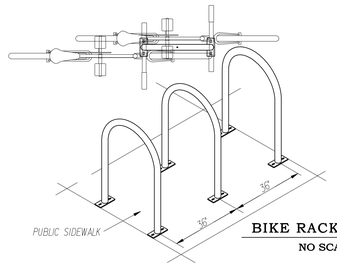
1) The City Transportation Department shall be notified 24 hours in advance of placement of a permanent patch so that an inspector may be present at the time of its placement.

2) Any settlement that occurs within one year of completion of the cut shall be repaired to the satisfaction of the city engineer at the applicant's expense.

PAVEMENT PATCH DETAIL

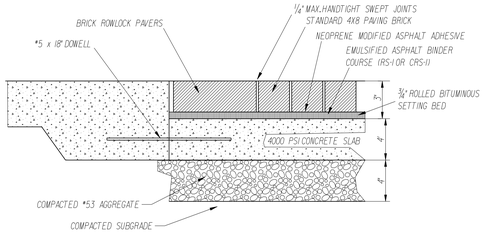
NO SCALE

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



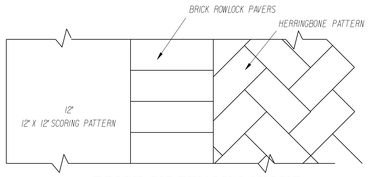
BIKE RACK DETAIL

NO SCALE



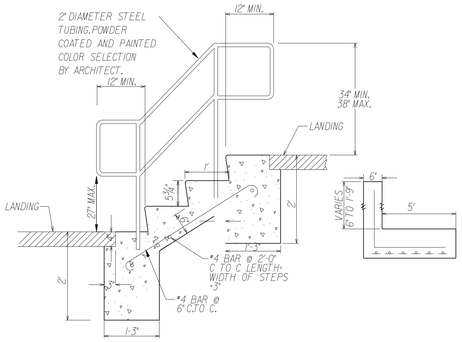
BRICK PAVER / CONCRETE SIDEWALK DETAIL

NO SCALE



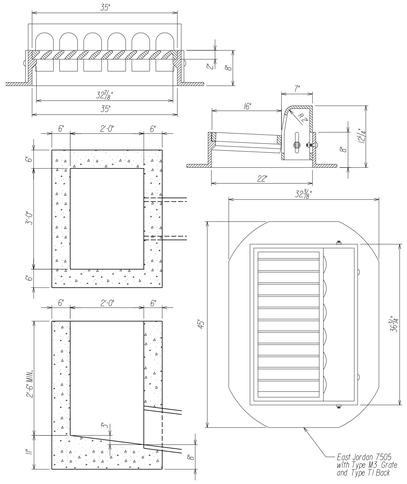
BRICK SIDEWALK LAYOUT

NO SCALE



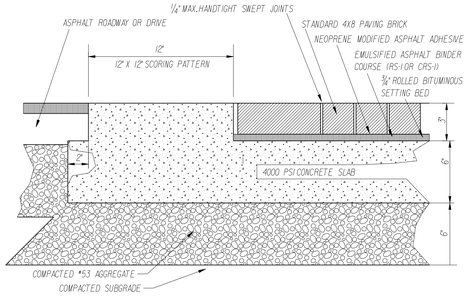
STAIRWAY DETAIL

NO SCALE



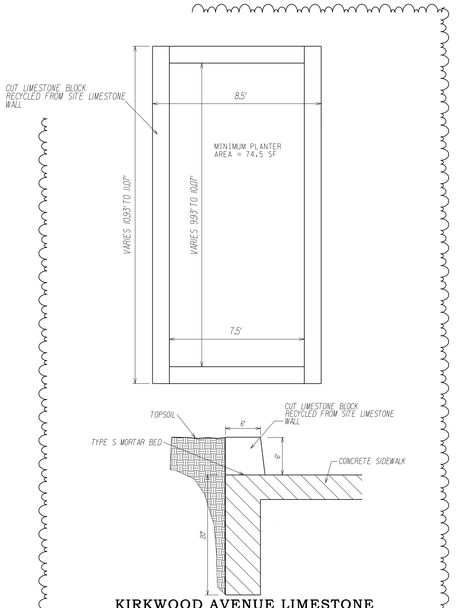
COMBINED CURB AND GUTTER INLET STR 202 AND 204 DETAIL

NO SCALE



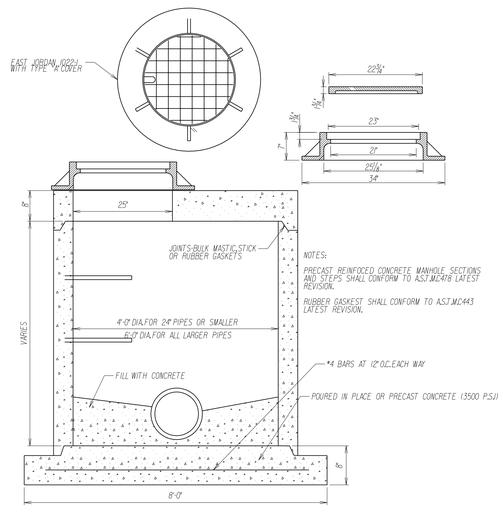
HEAVY DUTY BRICK PAVEMENT (STREET AND DRIVE CROSSINGS)

NO SCALE



KIRKWOOD AVENUE LIMESTONE TREE PLANTER DETAIL

NO SCALE



NOTES:

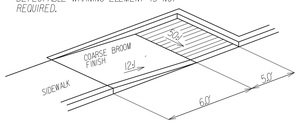
PRECAST REINFORCED CONCRETE MANHOLE SECTIONS AND STEPS SHALL CONFORM TO A.S.T.M.C478 LATEST REVISION.

RUBBER GASKEST SHALL CONFORM TO A.S.T.M.C443 LATEST REVISION.

STORM MANHOLE STR 203 DETAIL

NO SCALE

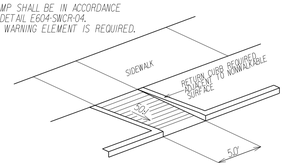
SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH INDOT DETAIL E604-SWCR-08,EXCEPT DETECTABLE WARNING ELEMENT IS NOT REQUIRED.



MODIFIED PARALLEL CURB RAMP DETAIL

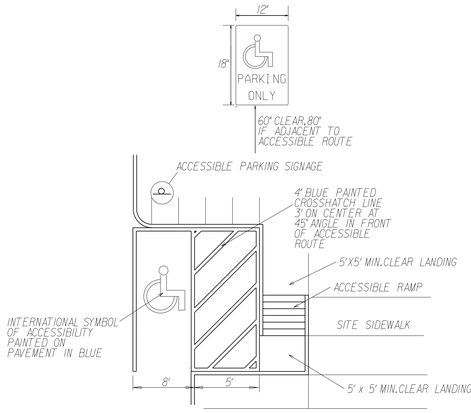
NO SCALE

SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH INDOT DETAIL E604-SWCR-04. DETECTABLE WARNING ELEMENT IS REQUIRED.



PERPENDICULAR CURB RAMP DETAIL

NO SCALE



PARALLEL ON-STREET ACCESSIBLE PARKING SPACE

NO SCALE

1

GRADUATE HOTEL

210 E. Kirkwood Ave.
Bloomington, IN 47408

Owner
AJ Capital Partners
133 N. Jefferson St, 4th Floor
Chicago, IL 60661
(312) 267-4185

Architect
RATIO Architects, Inc.
455 North Cityfront Plaza Drive, Suite 1800
Chicago, IL 60611
(312) 465-2359

Structural Engineer
KJWW Engineering Consultants
1100 Warrenville Road, Suite 400W
Naperville, Illinois 60563
(630) 527-2320

Mechanical / Electrical Engineer
KJWW Engineering Consultants
231 S. LaSalle, Suite 600
Chicago, IL 60604
(312) 294-0501

Civil Engineer
Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, IN 47401
(812) 336-6536

Food Service Design
Bakergroup
2220 East Paris Ave. SE
Grand Rapids, MI 49546
(800)-968-4011

N

KEY PLAN

ISSUED FOR PERMIT
04-28-2017

REISSUE NOT FOR CONSTRUCTION

1	CITY TRANSPORTATION PERMIT COMMENTS.	5-17-17

CHECKED BY
S. BREHOB

APPROVED BY
S. SMITH

PROJECT NO.
13138.000

STEPHEN L. SMITH REGISTERED NO. PE60016156 STATE OF INDIANA PROFESSIONAL ENGINEER

RATIO

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SHEET TITLE

CIVIL DETAILS

SHEET NUMBER

C208

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1 DIMENSION SCALE

Graduate_C208_Civil Details.sht 7/7/2017 3:20:20 PM

Board of Public Works
Staff Report

Project/Event:	Approval of AECOM Design Contract Supplement #2 for Pedestrian Safety and Accessibility at Signalized Intersections Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Project Engineer
Date:	07/25/2017

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for up to 90% project fee reimbursement ($502,452 in federal funds) for the construction and construction engineering phases. The project is scheduled to complete design in 2017 with construction in 2018.

AECOM Technical Services, Inc. is currently under contract to design this project with an existing total contract of $143,900. Some real estate services that were previously included in the scope of this contract are no longer necessary. This supplement will reallocate funding for those unnecessary services to cover newly identified design services that will allow for construction of a bulbout at the Woodlawn-Atwater intersection. The fee for these additional services is $8,200, but this supplement will not require additional funding.

Recommendation and Supporting Justification: Staff recommends that the Board approve the AECOM Design Contract Supplement #2 for the Pedestrian Safety and Accessibility at Signalized Intersections Project.

Recommend ☒ **Approval** ☐ **Denial by** Neil Kopper

LPA - CONSULTING CONTRACT
CONTRACT AMENDMENT NO. 2

This Contract ("this Contract") is made and entered into effective as of _____, 2017 ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and AECOM Technical Services, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1600426

Project Description: The project will install pedestrian signal heads with countdown timers, accessible pedestrian push buttons, ADA curb ramps and crosswalks at 15 (previously 17) City-maintained traffic signals and pedestrian hybrid beacons.

WITNESSETH

WHEREAS, LPA and the CONSULTANT did, May 2, 2016 enter into a Contract with one Amendment dated December 14, 2016 for the HSIP Pedestrian Safety and Accessibility at Signalized Intersections Project in the City of Bloomington, Indiana, Des. 1600426; and

WHEREAS, due to the results of the project scope and budgeting, the LPA has reduced the number of intersections for improvements and revised the design of the project to improve the pedestrian accessibility at the Atwater Avenue and Woodlawn Avenue intersection; and

WHEREAS, in order to provide for completion of the work, it is necessary to amend the scope of work and reallocate CONTRACT amounts for the services.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Signature

(Print or type name and title)

Attest:

Signature

(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

Kyla Cox Deckard, President, Board of Public Works
(Print or type name and title)

Signature

Terri Porter, Director, Planning + Transportation Dept
(Print or type name and title)

Signature

Philippa M. Guthrie, Corporation Counsel
(Print or type name and title)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 7.17.17

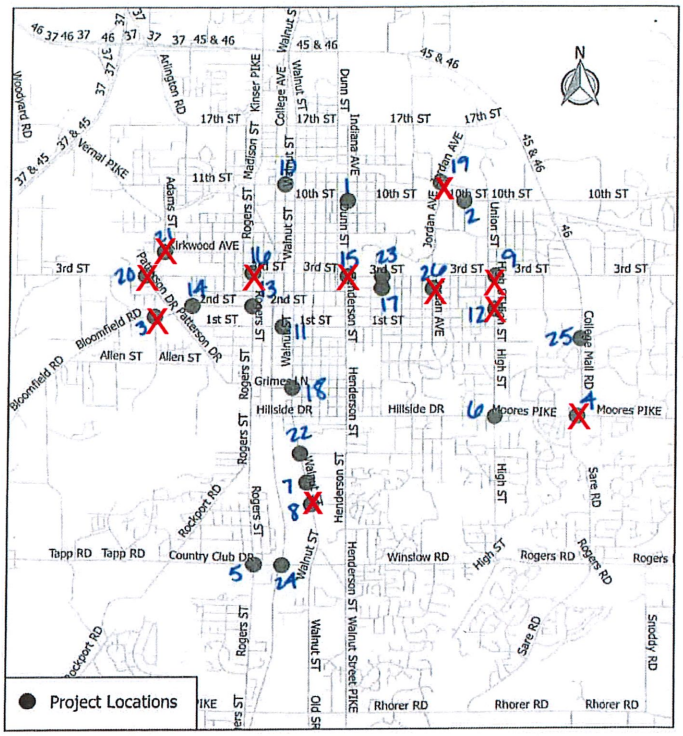
CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 7-20-17
FUND/ACCT: 454-74310

APPENDIX "A"
SCOPE OF SERVICES (REVISED)

REVISED SERVICES TO BE FURNISHED BY CONSULTANT:

The table and map below illustrate the revised 15 (formerly 17) signalized intersection locations included in this project. Intersections #8 and #19 have been removed from the project.

Map No	Intersection
1	10th Street & Indiana Avenue
2	10th Street & Sunrise Drive
~~3~~	~~2nd Street & Adams Street~~
~~4~~	~~College Mall Rd & Monroe Pike~~
5	Country Club Drive & Rogers St
6	High Street & Hillsdale Drive
7	North Drive & Walnut Street
~~8~~	~~South Drive & Walnut Street~~
~~9~~	~~3rd Street & High Street~~
10	11th Street & College Avenue
11	1st Street & College Avenue
~~12~~	~~2nd Street & High Street~~
13	2nd Street & Rogers Street
14	2nd Street & Walker Street
~~15~~	~~3rd Street & Indiana Avenue~~
~~16~~	~~3rd Street & Rogers Street~~
17	Atwater Ave. & Woodlawn Ave.
18	Grimes Lane& Walnut Street
~~19~~	~~Jordan Ave. & Law Lane~~
~~20~~	~~3rd St. & Adams St. & Patterson Dr.~~
~~21~~	~~Adams St. & Kirkwood Ave.~~
22	Miller Drive & Walnut Street
23	3rd Street & Woodlawn Ave.
24	B-Line Trail & Country Club Dr.
25	Buick Cadillac Blvd & College Mall Rd
~~26~~	~~Atwater Ave. & Jordan Ave.~~



The project has been developed to Stage 3 Design level (95% complete). The LPA desires to modify the current ADA curb ramp / pedestrian crosswalk design in the northeast quadrant of the Atwater Avenue & Woodlawn Avenue (Intersection #17) to provide a bulb out (or also known as "curb extension") as shown in Figure 1 to reduce the crosswalk distance along northbound Woodlawn Avenue.

The CONSULTANT will be responsible for performing the following additional scope of services:

Task 2: Field Investigation

The CONSULTANT will collect field data at the Intersection #17, Atwater Avenue & Woodlawn Avenue NE corner. This work will include pavement, sidewalk and utility location data collection.

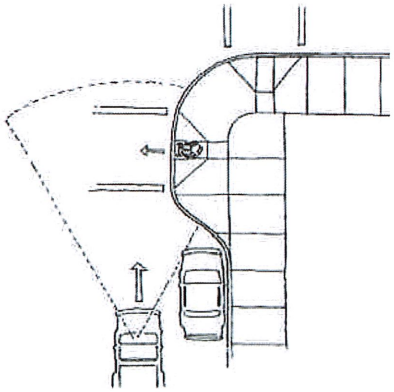


Figure 1

Task 5: Design & Plan Development

The CONSULTANT will redesign the northeast corner to provide a bulb out to reduce the northbound crosswalk length. The CONSULTANT will revise the current intersection #17 plan sheet(s), curb ramp detail sheet(s), revise pay item and quantities and revise the current construction cost estimate. Additional utility coordination of the revised design will be required with affected utilities (especially cast iron drain).

APPENDIX "D"

The following Appendix D has been revised.

COMPENSATION:

1. The CONSULTANT shall be paid for the work performed under this CONTRACT amendment on a lump sum basis for the following services listed below. The maximum for these services shall not exceed $8,200.00.

    a. Task 2: Field Investigation
    b. Task 5: Design and Plan Development

2. Task 8: Right-of-way (ROW) services for R/W Plans, Legal Documents will not be fully required to complete the project. Therefore, Task 8 amount has been reduced from $46,500 to $38,300.

AECOM City of Bloomington On-Call Engineering Services (AMENDMENT #2)

PROJECT NO.: 60504858 **DES. NO.:** 1600426
DESCRIPTION: HSIP Pedestrian Safety and Accessibility at Signalized Intersections

DESCRIPTION	PERSONHOURS BY CLASSIFICATION									HOURS	DOLLARS
	Project Director	Senior Project Mgr	Principal Engineer	Project Engineer	Senior Engineer	Engineer Sr. Tech. Scientist	Graduate Engineer	Technician	Project Admin		
2. Field Investigation											
Field Data Collection for Intersection #17		1			6			6		13	$483.26
Atwater-Woodlawn NE Bulbout											
5. Design & Plan Development											
•#17 Plan Design and Revisions					8			8		16	$556.43
•#17 NE Quad - ADA Curb Ramp Design					12			16		28	$936.52
•Utility Coordination		2			4				2	8	$358.84
•Revise Quantities			1		2			1		4	$172.88
•Revise Cost Estimate			1		2			1		4	$172.88
•Quality Control		2	4							6	$368.83
TOTAL - HOURS:		5	6		34			32	2	79	$3,049.64
SALARY PER HOUR	$65.93	$65.93	$59.24	$52.07	$44.08	$34.79	$25.82	$25.47	$25.32		
DIRECT SALARY COSTS:		$329.66	$355.45		$1,498.87			$815.02	$50.63		$3,049.64
OVERHEAD COSTS:	135.090%										$4,119.75
TOTAL DIRECT COSTS:											$7,170.00
DIRECT EXPENSES											
Fees											
Mileage	1	Trips x	110	Mi./Trip x	$0.380						$41.80
Per Diem for Existing Curb Ramp Data Collection		Persons x		Days x	$26.00						
Lodging for Existing Curb Ramp Data Collection		Nights x		/ Night							
DIRECT EXPENSES:											$41.80
TOTAL DIRECT COSTS (Direct Cost + Expenses):											$7,211.80
PROFIT (Direct Costs):	11.1%										$900.00
TOTAL:											$8,200.00

Board of Public Works
Staff Report

Project/Event:	Approval of AECOM Design Contract Supplement for Pedestrian Safety and Accessibility at Signalized Intersections Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Project Engineer
Date:	12/13/2016

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for 90% project fee reimbursement ($507,150 in federal funds) for the construction phase. The project is scheduled to complete design in 2016, right of way acquisition in 2017, and construction in 2018.

AECOM Technical Services, Inc. is currently under contract to design this project with an existing total contract of $94,900. This supplement will increase the contract amount and scope to include right of way services necessary for the project. The fee for these additional services may vary based on final right of way needs but is currently set at $49,000. The new total contract amount for these services is set at a not-to-exceed amount of $143,900.

Recommendation and Supporting Justification: Staff recommends that the Board approve the AECOM Design Contract Supplement for the Pedestrian Safety and Accessibility at Signalized Intersections Project.

Recommend ☒ **Approval** ☐ **Denial by** ____Neil Kopper_____

LPA - CONSULTING CONTRACT
CONTRACT AMENDMENT NO. 1

This Contract ("this Contract") is made and entered into effective as of December 13, 2016 ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and AECOM Technical Services, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1600426

Project Description: The project will install pedestrian signal heads with countdown timers, accessible pedestrian push buttons, ADA curb ramps and crosswalks at 17 (previously 26) City-maintained traffic signals and pedestrian hybrid beacons.

WITNESSETH

WHEREAS, LPA and the CONSULTANT did, May 2, 2016 enter into a Contract for the HSIP Pedestrian Safety and Accessibility at Signalized Intersections Project in the City of Bloomington, Indiana, Des. 1600426; and

WHEREAS, due to the results of the project scope and budgeting, and the LPA may not have title of the apparent Right of Way for this project, the project will now require additional research and Title and Encumbrance Reports, and Right-of-Way Engineering Services; and

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement the Contract in the amount of $49,000.00.

NOW, THEREFORE, it is agreed by and between the parties that the following Sections are amended as follows:

1. Section IV Compensation, the last sentence is amended to read as follows: The maximum amount payable under this Contract shall not exceed $143,900.00.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Signature

Gerard F Mroczka
(Print or type name and title) PM/operations

LOCAL PUBLIC AGENCY

Signature

Kyla Cox Dickard
(Print or type name and title) BPW President, 12/13/16

12·14·16
Signature

Christy Langley, Director, Planning + Transportation Dept.
(Print or type name and title)

Signature

John Hamilton, Mayor
(Print or type name and title)

Attest:

Signature

Amy Griner-Admin Asst.
(Print or type name and title)

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 12.7.16

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 12/7/16
FUND/ACCT: 454-02-431

APPENDIX "A"
SCOPE OF SERVICES (REVISED)

REVISED SERVICES TO BE FURNISHED BY CONSULTANT:

The table and map below illustrate the revised 17 (formerly 26) signalized intersection locations included in this project.

Map No	Intersection
1	10th Street & Indiana Avenue
2	10th Street & Sunrise Drive
~~3~~	~~2nd Street & Adams Street~~
~~4~~	~~College Mall Rd & Monroe Pike~~
5	Country Club Drive & Rogers St
6	High Street & Hillsdale Drive
7	North Drive & Walnut Street
8	South Drive & Walnut Street
~~9~~	~~3rd Street & High Street~~
10	11th Street & College Avenue
11	1st Street & College Avenue
~~12~~	~~2nd Street & High Street~~
13	2nd Street & Rogers Street
14	2nd Street & Walker Street
~~15~~	~~3rd Street & Indiana Avenue~~
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19	Jordan Ave. & Law Lane
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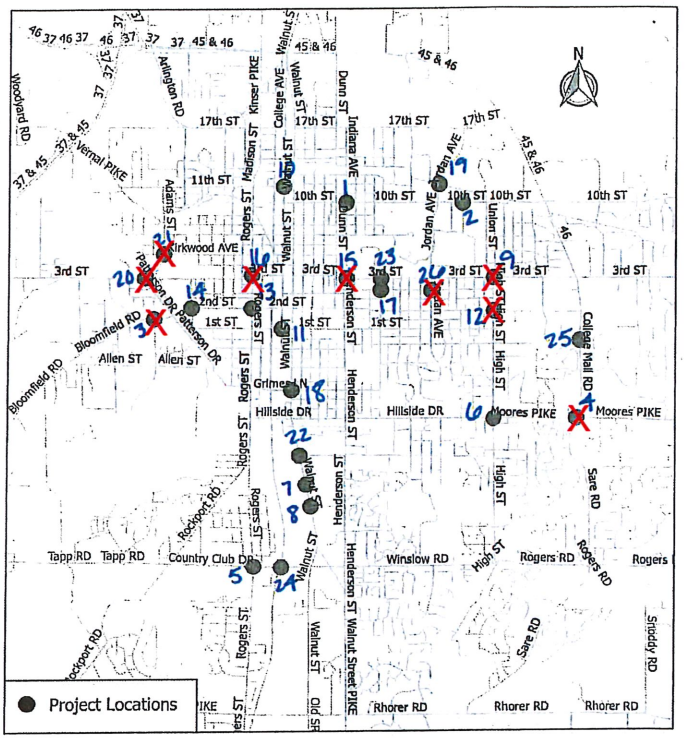
25	Buick Cadillac Blvd & College Mall Rd
~~26~~	~~Atwater Ave. & Jordan Ave.~~



The CONSULTANT will be responsible for performing the following additional scope of services:

Task 2: Field Investigation

1. Property Research

The CONSULTANT will perform the research to determine the existing right-of-way lines at twelve (12) intersection corners at the following locations:

a. Intersection #2: 10th Street & Sunrise Drive SE
b. Intersection #13: 2nd Street & Rogers Street SW and SE
c. Intersection #14: 2nd Street & Walker Street SW
d. Intersection #17: Atwater Avenue & Woodlawn Avenue NW, NE and SE
e. Intersection #19: Jordan Avenue & Law Lane NW, NE, SE and SW
f. Intersection #22: Miller Drive & Walnut Street NE

This work will include research and obtaining existing survey plat records. Upon analyzing recovered documents, the CONSULTANT shall revise the current design appropriately.

APPENDIX "D"

The following Appendix D has been added.

COMPENSATION:

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee, not to exceed $143,900.00 unless a modification of the Agreement is approved in writing by the LPA.

2. The CONSULTANT shall be paid for the work performed under this contract on a lump sum basis for the following services listed below. The maximum for these services shall not exceed $97,400.00.

   a. Task 1: Project Management / Progress Meetings & Reports
   b. Task 2: Field Investigation
   c. Task 3: Environmental Document (NEPA)
   d. Task 4: Utility Coordination
   e. Task 5: Design and Plan Development
   f. Task 6: Construction Phase Services

3. The CONSULTANT shall receive unit cost payment for the work performed under this Contract related to Task 8: Right-of-way (ROW). This is based on the specific INDOT approved rates for cost per unit multiplied by the actual units of work performed. The maximum for these services shall not exceed $46,500.00.

Item	Quantity	Unit Price	Total
Title and Encumbrance Reports	12 Parcels	$325.00	$ 3,900.00
R/W Plans, Legal Documents	7 Parcels	$3,200.00	$22,400.00

The following ROW tasks below should not proceed by the CONSULTANT without written approval from the LPA.

Appraisal Problem Analysis (APA)	7 Parcels	$225.00	$ 1,575.00
Appraisals (Assume Waiver Valuation)	7 Parcels	$600.00	$ 4,200.00
Appraisal Review	7 Parcels	$350.00	$ 2,450.00
Buying	7 Parcels	$1,700.00	$11,900.00

AECOM City of Bloomington On-Call Engineering Services (AMENDMENT #1)

PROJECT NO.: 60504858 **DES. NO.:** 1600426
DESCRIPTION: HSIP Pedestrian Safety and Accessibility at Signalized Intersections

DESCRIPTION	PERSONHOURS BY CLASSIFICATION									HOURS	DOLLARS
	Project Director	Senior Project Mgr	Principal Engineer	Project Engineer	Senior Engineer	Engineer Sr. Tech. Scientist	Graduate Engineer	Technician	Project Admin		
2. Field Investigation											
Property Research	1		2		4	16				23	$899.44
											$899.44
TOTAL - HOURS:	1		2		4	16				23	
SALARY PER HOUR	$64.64	$64.64	$58.08	$51.05	$43.22	$34.11	$25.31	$24.97	$24.82		
DIRECT SALARY COSTS:	$64.64		$116.16		$172.88	$545.76					$899.44
OVERHEAD COSTS:	139.140%										$1,251.48
TOTAL DIRECT COSTS:											$2,160.00
DIRECT EXPENSES											
Fees											
Mileage		Trips x		Mi./Trip x	$0.380						
Per Diem for Existing Curb Ramp Data Collection		Persons x		Days x	$26.00						
Lodging for Existing Curb Ramp Data Collection		Nights x		/ Night							
DIRECT EXPENSES:											
TOTAL DIRECT COSTS (Direct Cost + Expenses):											$2,160.00
PROFIT (Direct Costs):	11.1%										$300.00
SUBTOTAL:											$2,500.00

8. RIGHT-OF-WAY - UNIT PRICE (Assumes 2 Parcels)					
Title and Encumberance Reports	12	Parcels x	$ 325.00	Unit Price	$3,900.00
R/W Engineering Document Prep / RW Plans	7	Parcels x	$ 3,200.00	Unit Price	$22,400.00
Appraisal Problem Analysis (APA)	7	Parcels x	$ 225.00	Unit Price	$1,575.00
Appraisals (Assume Waiver Valuation)	7	Parcels x	$ 600.00	Unit Price	$4,200.00
Appraisal Review	7	Parcels x	$ 350.00	Unit Price	$2,450.00
Buying	7	Parcels x	$ 1,700.00	Unit Price	$11,900.00
SUBTOTAL TASK 8 - UNIT PRICE FEE:					$46,500.00
AMENDMENT #1 PROJECT FEE:					$49,000.00

Board of Public Works
Staff Report

Project/Event:	Pedestrian Safety and Accessibility at Signalized Intersections LPA-Consultant Contract Approval
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Project Engineer
Date:	04/19/2016

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for 90% project fee reimbursement ($507,150 in federal funds) for the construction phase. The project is scheduled to complete design in 2016, right of way acquisition in 2017, and construction in 2018.

In 2015, the Planning and Transportation Department issued a request for qualifications (RFQ) to establish a prequalified list of consultants for projects involving the planning, design, and operation of transportation infrastructure. From that list, AECOM Technical Services, Inc. was chosen to design this particular project due to their expertise and experience with related projects.

The contract before the Board this evening will retain AECOM Technical Services, Inc. as the City's consultant for preliminary engineering services for this project. The total compensation for these services is set at a not-to-exceed amount of $94,900. Right of way engineering services are not included in this contract because the number of affected parcels is not yet known. Staff anticipates coming back to the Board later this year with a contract supplement to include those services as needed.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Pedestrian Safety and Accessibility at Signalized Intersections LPA-Consultant Contract.

Recommend ☒ **Approval** ☐ **Denial by** Neil Kopper

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of May 2, 2016 ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and AECOM Technical Services, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1600426

Project Description: The project will install pedestrian signal heads with countdown timers, accessible pedestrian push buttons, ADA curb ramps and crosswalks at 26 City-maintained traffic signals and pedestrian hybrid beacons.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be **$693,500.00**. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$ 94,900.00.**

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them 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 the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

    A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

    B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

    C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250.000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

   a. United States Longshoremen & Harbor workers

   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification**. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper, PE
401 N. Morton St., Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Gary Mroczka, PE
One Indiana Square, Suite 2100
Indianapolis, IN 46204

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements**. If this Contract is for $100,000 or more, the CONSULTANT:

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes**. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Signature

Steven W. Robinson, Vice President
(Print or type name and title)

Attest:

Signature

Amy Grinner, Admin Asst.
(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

Kyla Cox Deckard, BPW
(Print or type name and title)

Signature

Kelly M. Boatman, BPW Vice President
(Print or type name and title)

Signature

Philippa M. Guthrie, Corporation Counsel
(Print or type name and title)

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 4/19/16
FUND/ACCT: 454 - 311
431

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 4.14.16

APPENDIX "A"
SCOPE OF SERVICES

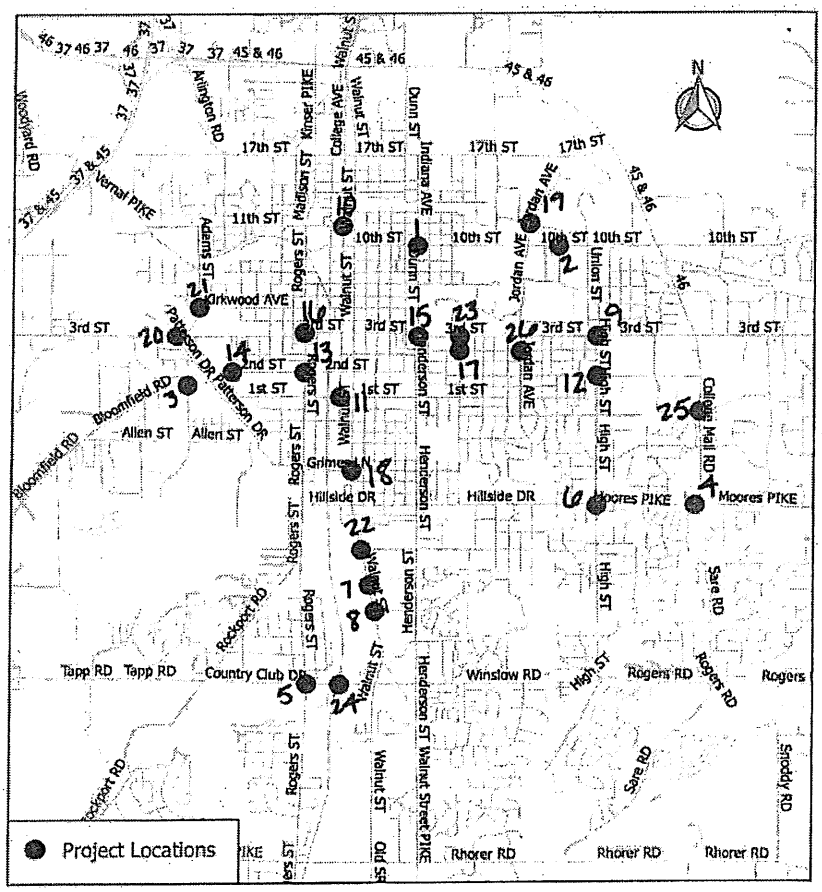
SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT will comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at City-maintained traffic signals and pedestrian hybrid beacons. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. All work will comply with PROWAG, the City's adopted accessibility guidelines.

The map below and list on page 2 illustrate the 26 locations identified for this project. As currently scoped, the project would result in 182 new pedestrian signal heads with countdown timers, 186 new accessible pedestrian push buttons, and 83 new or improved curb ramps. It is assumed that 50% or 41 of the new or improved curb ramps will require unique designs and the remainder will utilize an existing INDOT standard.

Final designs produced during Preliminary Engineering may determine that implementation at a particular location would require additional work beyond the intended scope or funding of this project and may result in removal of one or more locations from the project. Alternatively, Preliminary Engineering may also identify additional high priority signalized intersections that require accessible pedestrian buttons or countdown timers.



Map No	Intersection	Existing ADA Curb Ramps to be Verified	Countdown Timers	Accessible Pedestrian Buttons	New or Improved ADA Curb Ramps
1	10th Street & Indiana Avenue	4	8	0	0
2	10th Street & Sunrise Drive	4	8	8	2
3	2nd Street & Adams Street	6	8	8	0
4	College Mall Rd & Monroe Pike	8	8	8	4
5	Country Club Drive & Rogers St	8	8	8	0
6	High Street & Hillsdale Drive	5	8	8	4
7	North Drive & Walnut Street	4	8	8	1
8	South Drive & Walnut Street	8	8	8	2
9	3rd Street & High Street	4	8	8	6
10	11th Street & College Avenue	5	8	8	2
11	1st Street & College Avenue	5	8	8	3
12	2nd Street & High Street	4	8	8	4
13	2nd Street & Rogers Street	4	8	8	5
14	2nd Street & Walker Street	5	8	8	6
15	3rd Street & Indiana Avenue	5	8	8	1
16	3rd Street & Rogers Street	7	8	8	6
17	Atwater Ave. & Woodlawn Ave.	6	8	8	3
18	Grimes Lane& Walnut Street	8	8	8	0
19	Jordan Ave. & Law Lane	4	8	8	8
20	3rd St. & Adams St. & Patterson Dr.	4	6	6	4
21	Adams St. & Kirkwood Ave.	4	6	6	4
22	Miller Drive & Walnut Street	4	6	6	0
23	3rd Street & Woodlawn Ave.	4	6	6	2
24	B-Line Trail & Country Club Dr.	1	2	2	0
25	Buick Cadillac Blvd & College Mall Rd	4	2	8	8
26	Atwater Ave. & Jordan Ave.	4	2	8	8
TOTALS		**129**	**182**	**186**	**83**
				Standard INDOT ADA Ramp Types	42
				Special ADA Ramp Designs	41

The CONSULTANT will be responsible for performing the following activities:

All work will be assigned and directed by City of Bloomington and reviewed by INDOT as per the current INDOT's LPA Program Guidance Document. The CONSULTANT may be responsible for performing any or all of the following activities:

Task 1	Project Management/Project Meetings
Task 2	Field Investigation
Task 3	Environmental Document
Task 4	Utility Coordination
Task 5	Design and Plan Development
Task 6	Construction Phase Services
Task 7	Environmental Document – CE 1 (If new right-of-way is needed)
Task 8	Right-of-way (If needed)

Task 1: Project Management / Progress Meetings & Reports

The CONSULTANT will provide project management and administration throughout the duration of the Project. Management and administration will include, but not be limited to the following activities:

1. Project Status Reports: The CONSULTANT will prepare project status reports that include the percent of work complete, anticipated completion dates and any other detail as requested by ERC. Reports will be prepared monthly or as requested by ERC.

2. Quarterly Project Status Meetings: The CONSULTANT will attend up to nine (9) quarterly project status meetings with the City of Bloomington MPO. It is assumed that of the nine, two will be in person.

3. Project Delivery Controls: The CONSULTANT will track the project schedule and budget and report progress as part of monthly progress reports.

4. Quality Assurance: The CONSULTANT will follow its Quality Assurance Plan procedures to assure all quality control (QC) procedures are performed on this project. A Quality Assurance audit is carried out at one submittal by the Quality Manager or designate outside of the project team.

Task 2: Field Investigation

The CONSULTANT will perform work necessary to gather data from 129 existing curb ramp locations, ADA curb ramps, pedestrian head / buttons, and crosswalk information in order to assess for conformance to current PROWAG guidelines and to provide data for the proposed design.

Task 3: Environmental Document (NEPA)

The CONSULTANT will provide environmental compliance and permitting services throughout the duration of the Project. Services provided under this task will include, but are not limited to, the following activities:

1. Environmental Document. The CONSULTANT will develop Programmatic Categorical Exclusion (PCE) / Environmental Documentation. The PCE document will be prepared and will include exhibits indicating the location of each project site, a description of existing conditions and proposed improvements at each site. The document will include information for 26 non-continuous project locations. The document will be reviewed and approved by INDOT Seymour District. The CONSULTANT will prepare a worksheet containing the commitments to the project resulting from the NEPA process.

2. Cultural Resources. The CONSULTANT will conduct a Phase Ia Cultural Resources Records review and Historic Resources field reconnaissance, in accordance with the Indiana Department of Natural Resources Division of Historic Preservation and Archaeology (IDNR-DHPA) and INDOT-CRO guidelines.

a. Section 106 Coordination. In consultation with INDOT-CRO, the CONSULTANT will compile a list of consulting parties that is acceptable to INDOT-CRO and the IDNR-DHPA. A Section 106 early coordination packet inviting the appropriate groups and individuals to participate in Section 106 consultation will be prepared. The early coordination packet will include a description of the existing conditions and the proposed scope of work within the project area. A postage paid post card will be provided to each Section 106 recipient so they may agree or decline to participate as a Consulting Party. All Section 106 documentation will be e-mailed to the INDOR-CRO, mailed to the IDNR-DHPA and Consulting Parties.

   i. The CONSULTANT will prepare the FHWA / INDOT concurrence, 800.11(e) for a finding of No Adverse Effect or Adverse Effect for distribution to the INDOT-CRO, IDNR-DHPA, and consulting parties. A memorandum of agreement (MOA) would be required if the Indiana Department of Transportation (INDOT), in consultation with the Division of Historic Preservation and Archaeology (DHPA) State Historic Preservation Officer and consulting parties, determines that the proposed structure replacements would cause an adverse effect to Historic Properties located within the Direct or Indirect APE. If a location is determined to have adverse effects, it is expected to drop it from the project.

   ii. The team will publish one legal notice, one time, in the local newspaper for a mandatory public comment period of thirty days. The team will transmit (via email or FTP site) the approved 800.11(e) documentation, legal notice and affidavit of publication to the project engineer for inclusion in the CE document.

   iii. In consultation with the INDOT-CRO, the CONSULTANT will establish an Area of Potential Effects (APE) for the project. All cultural resource studies rely on an explicit APE, which reflects the agreement by key parties as to what constitutes the physical footprint of the undertaking as well as the zone within which a suite of potential ancillary effects may be experienced. Thus, the APE for a given project has two components: 1) the direct APE or zone of ground-disturbance; and 2) the viewshed or indirect APE that is concerned with visual effects. The CONSULTANT will prepare a map showing the APE along with a written description of the APE.

b. Archival Research. The CONSULTANT will perform records research at the IDNR-DHPA to identify if any previously identified cultural resources are located in the project vicinity. The records check will document previously recorded cultural resources relevant to the project area for review. The CONSULTANT will also access county and township records and other informed sources for supporting data. This data will be summarized in a letter report, outlining the results of the archival research and providing a scope for the Phase I archaeological and historic resources survey work projected for the undertaking. The letter report will be suitable for submittal to the IDNR-DHPA, to initiate Section 106 consultation for the Project.

c. Phase I Historic Resources Reconnaissance and Inventory. The first step in the architectural history review is establishing a viewshed, or indirect area of potential effect, surrounding the limits of the proposed project. Based on the nature of the project vicinity, recent coordination with INDOT on similar projects, and the INDOT Cultural Resources Manual, the CONSULTANT anticipates a viewshed for each of the Project locations which includes properties which surround each proposed project location.

   i. A qualified architectural historian will conduct a preliminary survey of the indirect APE and identify all aboveground resources 50 years or older within the APE. The CONSULTANT will prepare an inventory for each of the 26 Project locations and identify which aboveground resource will require further documentation, based upon architectural significance and historic integrity. These data can then be utilized to revise Project plans as necessary. This scope does not include a formal Historic Property Report (HPR). The cost of conducting a Phase I Historic Property Investigation and preparing a formal HPR will be supplied following review of the inventory of aboveground resources identified during the preliminary investigation.

3. Public Involvement. No public involvement activities are expected since new right-of-way is expected to be <0.5 acre.

Deliverables – The following are the deliverables under this task:

a. The Programmatic Categorical Exclusion (PCE) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Seymour District.

b. The Minor Projects Programmatic Agreement (MPPA) will be uploaded into ERMS by the CONSULTANT and will be submitted directly to the ERC and INDOT Environmental Services.

Task 4: Utility Coordination

The CONSULTANT will gather field data of existing public utilities within the construction limits at the 26 locations. The CONSULTANT will coordinate with all public utilities within the proposed construction limits following INDOT's new utility paradigm process.

a. Data gathering of existing public utilities

b. Notify all potential public utilities of the project

c. Verify the location of all public utilities are shown accurately in the plans

d. Perform conflict analysis to minimize utility relocations

e. Hold a preliminary field check with all affected utilities

f. Coordinate with all affected utilities to prepare utility workplans

g. Coordinate utility workplans and review agreements for the City of Bloomington

It is assumed that six public utilities will require coordination.

Task 5: Design and Plan Development

The CONSULTANT will prepare design plans in accordance with the accepted standards for such work, and in accordance with the following documents in effect at the time the plans or reports are submitted: Proposed Accessibility Guidelines for pedestrian facilities in the Public Right of Way (PROWAG); American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control

Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions.

1. Concept Level Design. The CONSULTANT will prepare concept level design to be discussed with the City of Bloomington at each of the 26 locations. The information should include the following:
   a. Conformance determination of existing ADA curb ramps
   b. Cultural Resource inventory (Task 3-2)
   c. For all new or replaced ramps, a drawing which illustrates the location and ramp type.
   d. A drawing which illustrates the location of proposed crosswalks, pedestrian buttons, countdown timers and any anticipated right-of-way takings
   e. A conceptual level project cost estimate to verify budget compliance with federal funding level
2. Stage 1 Plans. The CONSULTANT will prepare Stage 1 plans and preliminary estimates of cost in accordance with the Indiana Design Manual (IDM). The plans should include the following for all 26 intersection locations:
   a. Plan view representing the curb ramp, landing and sidewalk illustrated on an aerial image
   b. ADA Curb ramp details representing spot elevations, dimensions and slopes as per INDOT Design Memorandum No. 15-20.
   c. Pavement marking details for new or restored crosswalks
   d. Unique ADA Curb ramp designs for up to 41 ramps. All others are assumed to use an existing INDOT standard
   e. Locations of up to 182 new countdown timers, 186 new push buttons, and up to 186 locations of new pedestals for push buttons
   f. If necessary, the CONSULTANT will prepare proprietary materials justification for INDOT approval
3. Stage 3 (95%) Final Plans. Following approval of the preliminary plans and approval of the Environmental Document, the CONSULTANT will complete the final design and plans to fulfill the requirements for a Stage 3 submittal per the IDM.
4. Contract Documents (Final Tracings, 100%). The CONSULTANT will submit to INDOT final contract documents in accordance with the IDM and current INDOT standard operating procedures.
5. Construction Cost Estimates. The CONSULTANT will prepare cost estimates and unit prices for construction in accordance with current INDOT practices and will include items of work required for the complete construction of the work, including temporary work.
6. Quality Control. The CONSULTANT will follow its Quality Control and Quality Assurance Plan procedures to document all checking to be performed on this project to assure accurate and consistent design calculations. Quality Control is those efforts carried out by the project team aimed at countering errors or misjudgments and identifying opportunities to improve. Project Quality Control will be done on a continual basis throughout the design process for all portions of the design including the design drawings, calculations, specifications, cost estimate, etc. This check will be done by a registered Professional Engineer(s), other than the originator, who verifies the correctness and completeness of the information. In addition, a second quality control review is performed on all submittals through AECOM's Independent Technical Review of the project in which another project team's Quality Control checker is used to verify the quality and integrity of the product in an organized manner.
7. Affixation of Seal. The responsible registrant will affix his/her seal to plans, specifications and reports.

Deliverables – The following are the deliverables under this task:

a. The CONSULTANT will submit Stage 1 Plans through electronic means to the City of Bloomington.
b. The CONSULTANT will submit Stage 3 Plans through INDOT's ERMS for technical and constructability review with an electronic copy to the City of Bloomington.
c. The CONSULTANT will submit final tracings and all other contract documents through ERMS as per current INDOT procedures.

d. The CONSULTANT will submit all CAD files and other field assessment data to the City of Bloomington.

Task 6: Construction Phase Services

The CONSULTANT shall provide construction phase services including, but not limited to the following activities:

1. Post-Award Services. Following the award of the construction contract, the CONSULTANT shall attend the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by INDOT to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT will not be required to respond to inquiries by persons other than INDOT's designated representative.

2. Construction Changes. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans as requested by INDOT. Revised plans shall be submitted to INDOT for approval.

TASKS 7 AND 8 ARE REQUIRED IF NEW ADDITIONAL RIGHT-OF-WAY REQUIRED

Task 7: Environmental Document (NEPA) (If New Right-of-way is Required)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA. Should the project necessitate a Level 1 CE due to the project requiring additional right-of-way, the following tasks would be necessary:

1. Categorical Exclusion (CE)/ Environmental Documentation: The CONSULTANT will prepare a CE Level 1 documentation which includes gathering and documenting information applicable to the non-continuous project locations and scope of the project and the resulting impacts to the natural and man-made environment as per the procedures outlined in INDOT's Categorical Exclusion Manual. The draft CE Document will be submitted to the INDOT Seymour District for review, approval, and signature. The signature would serve as the final approval of the document, as the project is not expected to exceed the guidelines for required public involvement of the INDOT Public Involvement Manual.
2. Cultural Resources. In addition to the services listed under Task 3-2, the following tasks are required if new right-of-way is required.
   a. Phase I Archaeological Reconnaissance and Reporting. The APE for direct impact is limited to the areas of likely ground disturbance within the project area associated with project activities. Direct impacts in these areas may affect archaeological resources if present. For the purposes of this proposal AECOM will conduct reconnaissance fieldwork to identify archaeological resources that may be affected by the proposed project.

   b. Visual Inspection. In areas that exceed 15 degrees slope, are inundated, or have been subject to modern earthmoving or other disturbance, AECOM will conduct a visual inspection by walking over the surface of the project area documenting local conditions. Investigators will inspect areas with exposed ground surface such as stream cut banks, rock outcrops, or other locales that may present archaeological resources.

   c. Shovel Test Survey. In areas where average ground surface visibility is less than 30% a shovel test survey is required. This consists of excavating small test units on a 15-meter (50-foot) grid. AECOM will screen all soils from shovel test units through ¼-inch hardware mesh screen down to archaeologically sterile soil (typically the "B" horizon). AECOM assumes no more than 30 shovel tests will be necessary. No more than 30 shovel tests will be required for the archaeological field reconnaissance.

d. Report of Archaeological Investigations. In Indiana, a Short Report Format is appropriate for Phase Ia archaeological surveys that do not identify any archaeological sites. If no sites are identified during the fieldwork survey we will write a Short Report for submittal to INDOT CRO for review. AECOM assumes 24 hours to complete a Short Report. If an archaeological site is identified during the Phase I reconnaissance, (requiring artifact analysis) a complete report of investigations will be prepared for review; this scope and cost estimate assumes that no archaeological resources will be identified.

Task 8: Right-of-way (ROW)

If the project requires right-of-way acquisition, then the following services would be necessary. The CONSULTANT will only perform these services upon execution of a contract amendment and a written notice to proceed from the LPA.

The CONSULTANT will provide ROW engineering, ROW plan development, ROW title and encumbrance (T&E) reports, Appraisal Problem Analysis (APA), ROW Appraising and ROW Appraisal Review services necessary in order to meet the constraints of the Project schedule. It is anticipated that up to 15 parcels may be impacted and require ROW. The work will include, but is not limited to the following activities:

1. Standards. The CONSULTANT shall complete work so that it is sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated January 4, 2005 and attachments and amendments thereto. Said Title 49 CFR Part 24, attachments and amendments are incorporated into this Agreement by reference and made a part hereto.
2. ROW Engineering. ROW engineering work will include, but is not limited to the following activities:
   a. Management and coordination of the preparation of Title and Encumbrance Reports and title searches performed for properties requiring land acquisition.
   b. Additional title work on properties with mineral rights.
   c. Preparation of legal descriptions for each acquisition. The legal descriptions will be prepared and certified by a registered land surveyor in State of Indiana.
   d. Preparation of a ROW parcel plat for each parcel. Each ROW parcel plat will be a scaled drawing showing the boundaries of the parcel, existing and proposed ROW, and will include the following: Names of property owners, Instruments by which title was acquired, Stations/Offsets and coordinates of proposed ROW and Property owner's dimensioned tract.
   e. Preparation of a L-10 Parcel Listing Form, Area Computation Form and memo documents that contain the following: Total area of the parcel prior to the acquisition, area of the existing ROW included in the total area, area of the fee simple acquisition, area of the existing ROW within the fee simple acquisition including the area under existing pavement and the area outside of existing pavement and area of each residue.
   f. Preparation of a report detailing the status of the existing ROW within Project limits and the determination of the need for reacquiring existing ROW.
   g. Preparation of conveyance instruments for fee simple acquisitions, permanent easements, and temporary ROW.
   h. Preparation of separate envelopes for each parcel containing the items specified in this section to be utilized by appraisers, negotiators and attorneys to acquire the real estate.
   i. Management and coordination of the preparation of Title and Encumbrance Report Updates when necessary for acquisition.
3. Appraisal Services. The CONSULTANT shall perform the following appraising services activities:
   a. Perform Appraisal Problem Analysis (APA) using "Appraisal Packet" Right-of-way Engineering and watermarked as such.
   b. Complete real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" for each parcel on the Project.

c. Furnish INDOT comparable properties used in the report, attached to each report and an electronic file (Compact Disc media) of the comparable properties consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by a photograph and shall be located on a map attached to each report.

d. Furnish appraisals in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation and an original plus three copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that do not require relocation.

4. Appraisal Review Services. The CONSULTANT shall perform the following appraisal review services activities:

a. Complete final APA's, upon receipt of "Acquisition Packet" Right-of-way Engineering.

b. Perform Review Appraisals only after the "Acquisition Packet" has been provided to the initial Appraiser.

c. Inspect parcels that an appraisal has been completed for and a review is being performed. The inspection shall consist of an off-site inspection of the property for parcels not requiring relocation and an on-site inspection, including the interior of any buildings being acquired, with the owner for parcels that require relocation.

d. Complete a Review Appraisal Report that conforms to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and conferences with INDOT.

e. Furnish INDOT any additional comparables used in the review report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the Project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on a map attached to each report.

f. Furnish reviews in an original plus four copies, an electronic file (Compact Disc media) and one copy on green paper for disbursement to the parcel owner of parcels that require relocation or an original plus three copies and one copy on green paper for disbursement to the parcel owner that do not require relocation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA will furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. All available reports, studies or correspondence for the locations within the project area that are pertinent to this project, including but not limited to environmental studies, traffic studies, etc.
2. Available data from the transportation planning process
3. Available GIS data
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
5. Buying of additional right-of-way

APPENDIX "C"

SCHEDULE:

No work under this Contract will be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract will be completed and submitted into ERMS on or before November 27, 2017 for a scheduled Letting no later than a March 7, 2018.

Board of Public Works
Staff Report

Project/Event: Awarding of bid for Purchase of Fire Apparatus Pumper Truck

Petitioner/Representative: Fire Department

Staff Representative: Mike Rouker

Meeting Date: July 25, 2017

At the July 11, 2017 Board of Public Works Meeting, the Board received sealed bids for the purchase of a Fire Apparatus Pumper Truck. The Board received three bids:

1. Spartan ERV - $474,982
2. E-One - $484,985
3. Smeal Fire Apparatus - $536,857

Staff has carefully reviewed the bids. Spartan ERV's bid is non-responsive. Of the 995 numbered specifications listed in the bid documents, Spartan ERV was unable to comply with 82 specifications (8.24% of all specifications). Two of Spartan's proposed deviations were particularly noteworthy. First, Spartan proposed installing an aluminum body rather than a stainless steel body. Second, the schematics included in the bid package show the length of the vehicle at thirty-three feet, seven inches. The length of this vehicle will present issues given the amount of bay space available.

Staff recommends awarding the following bid:

- 2018 E-One Typhoon Pumper Truck with options to **Fire Service Inc.** for the total amount of $484,985.00

Recommend ☑ Approval by Jason Moore

SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

City of Bloomington
(Legal Name of Buyer)

401 N. Morton St	Bloomington	Indiana	47404
(Address)	(City)	(State / Province)	(Zip / Postal Code)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment described in the E-ONE specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately **three-hundred thirty** (330) calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL. The Company cannot be held liable for penalties and / or delays due to strikes, fires, accidents occurring due to the negligent conduct of other parties, force majeure, or any other causes that are not occasioned by the intentional, reckless, or negligent conduct of the Company.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) Days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached E-ONE proposal dated **July 11, 2017** and clarifications.

5. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **four-hundred eighty-four thousand nine-hundred eighty-five dollars** ($484,985.00). All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made by electronic funds transfer to the account indicated by the Company on the City's Electronic Funds Transfer form.

7. **TERMS OF PAYMENT:**

a) **Payment Plan Option: N/A**

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s). To accommodate for pricing, the Company would quote the original prices plus applicable manufactures price increases of up to 4% per year. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a

separate contract will be required to complete the additional purchases. Additionally any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this 25th day of July, 2017.

COMPANY	**BUYER**
Fire Service, Inc. **9545 North Industrial Drive** **Saint John, Indiana 46373** **219-365-7157 Phone** **219-365-8572 Fax**	**City of Bloomington** **Board of Public Works** **401 N. Morton Street** **Bloomington, IN 47404**
By: _____	By: _____ Kyla Cox Deckard, President
Name: _____	
Title: _____	By: _____ Kelly M. Boatman, Vice President
Date: _____	
	By: _____ Dana Palazzon, Secretary
	Date: _____
	By: _____ John Hamilton, Mayor

Board of Public Works
Staff Report

Project: Sanitation Modernization Fee Schedule

Staff Representative: Adam Wason

Date: July 25, 2017

The Board of Public Works was designated by Common Council through the approval of the revisions to Chapter 6.04 of the municipal code to determine the final rate structure for the modernized sanitation collection system. The goals of the financial model are to maintain an incentive for residents to be conscious of the volume of trash they are throwing away, provide a stable model that ensures continued support for the new modernized sanitation system, and maintain historical levels of general fund support with the expectation that this level of support will decrease over time as the system moves towards ultimate efficiency by servicing the highest number of homes with the Automated Side Loading trucks.

The pricing between the varying cart sizes is consistent throughout, with about a $5 difference between each cart size. This maintains consistency among pricing and cart combinations. For example, three 35-gallon carts are roughly the same price as a 96-gallon cart. Additionally, this model provides a modest buffer in the pricing. While we understand that the buffer is counterintuitive to the goal of maintaining the same level of a subsidy, we feel it is responsible to add a reasonable buffer to the model.

The reasoning is two-fold: 1) a degree of uncertainty remains in the final proportion of cart sizes that will be selected; and 2) some percent of fees could be delinquent in any given year. After launch in October, residents will have a 60-day window to adjust their cart sizes without any additional fee. It is anticipated that many residents who did not respond may adjust their cart sizes. Of those who did respond, 72% chose the 35- gallon solid waste cart. While it was made public that if a resident desired the default size 64 gallon cart, they did not need to respond to the survey, it is still anticipated that some residents will shift towards a smaller cart size, thus reducing revenues.

Below is the chart showing the financial analysis undertaken to determine the costs associated with these modernization efforts. The City of Bloomington Department of Public Works has determined that the following fees will be assigned to each cart size with the approval of the Board of Public works (the additional weekly pickup is calculated at 125% of the weekly fee based on 4.3 weeks per month, per year):

(i) 35 Gallon Solid Waste Cart Fee Range: $6.22 with an additional weekly pick up at the rate of $1.81
(ii) 64 Gallon Solid Waste Cart Fee Range: $10.52 with an additional weekly pick up at the rate of $3.06
(iii) 96 Gallon Solid Waste Cart Fee Range: $16.60 with an additional weekly pick up at the rate of $4.83

Financial Analysis

Number of Households	15220		Percent Breakdown of Household Choices
96-gallon fee	$16.60	monthly	4%
64-gallon fee	$10.52	monthly	58%
35-gallon fee	$6.22	monthly	38%
2nd container charge			
Fixed fee per household	$0.50	monthly	
Capital Recovery Fee	$3.62	monthly	
per-gallon charge (96)	$0.13	monthly	
per-gallon charge (64)	$0.10	monthly	
per-gallon charge (35)	$0.06	monthly	

Budget Review

Revenue	
Fixed Fee	$91,320.00
Capital Recovery Fee	$661,156.80
Per-gallon Fee	$914,880.29
Yard Waste	$58,543.64
Large Item/ Appliance	$27,236.26
Total revenue	$1,753,136.99
Expense	
Operational Estimated 2018 Expenses	$2,007,612.10
Capital Expenses (annual & adjusted)	$673,991.42
Total Expense (2018 Budget)	$2,681,603.52
Net 2018 Revenues without General Fund support	**-$928,466.53**
General Fund Support	$1,082,389.34
Total Revenue with General Fund Support	$2,835,526.33
Net 2018 Budget Revenues	**$153,922.81**

Recommend ☒ **Approval** ☐ **Denial by** Adam Wason

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-61

SANITATION MODERNIZATION FINANCIAL MODEL FEE DETERMINATION

WHEREAS, the Board of Public Works is empowered by 6.04.090 of the Municipal Code to make the final determination of the monthly fee for each of the three solid waste cart sizes to be used by residents after the commencement of the modernized sanitation collection system; and

WHEREAS, the total makeup of the monthly fee scenarios takes into account a Fixed Fuel and Maintenance Fee that accounts for those costs over time, a Fixed Capital Recovery Fee that allows for capital replacement based on industry best management practices, and a Service Delivery fee that charges higher rates per gallon for the larger size solid waste carts; and

WHEREAS, a volume-based fee structure for solid waste collection was proposed and approved along with weekly, single-stream recycling to encourage the community to be cognizant of the amount of waste they produce, while also promoting environmental stewardship through increased levels of recycling service. The fee structure is based only on the size of the solid waste cart chosen, and there is no additional fee for recycling; and

WHEREAS, the final individual solid waste cart size fees shall not exceed the highest amount of the following ranges, without amendment of Chapter 6.04 of the Municipal Code by the Common Council:

(i) 35 Gallon Solid Waste Monthly Cart Fee Range: $4.82- 6.51
(ii) 64 Gallon Solid Waste Monthly Cart Fee Range: $8.60- $11.61
(iii) 96 Gallon Solid Waste Monthly Cart Fee Range: $13.72- $18.52; and

WHEREAS, the goal of implementing this modernized approach to the delivery of sanitation services is to establish more efficient operations which will allow the level of general fund support to decrease over time while providing more convenient and higher levels of service to the residents of the City; and

WHEREAS, the goals of this financial model are to maintain an incentive for residents to be conscious of the volume of trash they are throwing away, provide a stable model that ensures continued support for the new modernized sanitation system, and maintain historical levels of general fund support; and

WHEREAS, the final fee structure has considered a degree of uncertainty that remains in the final proportion of carts that will be selected. After launch in October, there will still be a 60-day window for residents to adjust their cart sizes without any fee. It is anticipated some residents who did not respond may adjust their cart sizes. Of those who did respond, 72% chose the 35-gallon solid waste cart. While it was made public that if a resident desired a 64 gallon cart, they did not need to respond to the survey, as this was the default size, it is anticipated that some residents will shift towards a smaller cart size, thus reducing revenues.

WHEREAS, as part of the overall Sanitation modernization efforts with this new program additional weekly pickups are an option for residents with an unusually high amount of solid waste in a given week. Per Section 6.04.090 of the Municipal Code passed by the Common Council, the rate is to be set as 125% of the regular weekly solid waste charges based on 4.3 weeks on average, per month, per year; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Bloomington Board of Public Works has determined that the following fees will be assigned to each cart size:

   (i) 35 Gallon Solid Waste Monthly Cart Fee: $6.22 with an additional weekly pick up at the rate of $1.81
   (ii) 64 Gallon Solid Waste Monthly Cart Fee: $10.52 with an additional weekly pick up at the rate of $3.06
   (iii) 96 Gallon Solid Waste Monthly Cart Fee: $16.60 with an additional weekly pick up at the rate of $4.83

ADOPTED THIS_____DAY OF_____, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Kelly Boatman

_____
Dana Palazzo, Secretary

_____
Adam Wason, Director of Public Works

_____
Date

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
Fund **101 - General Fund**			
Department **01 - Animal Shelter**			
Program **010000 - Main**			
Account **43442 - Equipment Deposits**			
James Mahan	01-Mahan-refund trap deposit	07/28/2017	30.00
	Account **43442 - Equipment Deposits** Totals	1	$30.00
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	01-sign holders	07/28/2017	50.20
5103 - Staples Contract & Commercial, INC	01-envelopes	07/28/2017	13.41
5103 - Staples Contract & Commercial, INC	01-file folders	07/28/2017	7.20
	Account **52110 - Office Supplies** Totals	3	$70.81
Account **52210 - Institutional Supplies**			
313 - Fastenal Company	01-cable ties	07/28/2017	4.62
313 - Fastenal Company	01-laundry soap, paper towels, mop heads, toilet paper	07/28/2017	324.94
313 - Fastenal Company	01-laundry soap	07/28/2017	111.04
313 - Fastenal Company	01-time card toner	07/28/2017	19.02
4586 - Hill's Pet Nutrition Sales, INC	01-feline prescription food-7/7/17	07/28/2017	23.44
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline prescription food-7/7/17	07/28/2017	159.96
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-7/10/17	07/28/2017	6.17
4549 - Kroger Limited Partnership I	01-rabbit food-cilantro, romaine lettuce-7/14/17	07/28/2017	8.62
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-6/29/17	07/28/2017	13.57
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley, carrots-6/23/17	07/28/2017	16.14
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, syringes	07/28/2017	266.70
4633 - Midwest Veterinary Supply, INC	01-sanitizer, syringes, tongue depressors	07/28/2017	100.98
4137 - Patterson Veterinary Supply, INC	01-needles, exam gloves, fluids	07/28/2017	186.10
4137 - Patterson Veterinary Supply, INC	01-antibiotics	07/28/2017	131.20
5909 - Petco Animal Supplies, INC (Foster & Smith)	01-training treats-6lb meaty treats, 10PK 10" rolls	07/28/2017	117.92
5909 - Petco Animal Supplies, INC (Foster & Smith)	01-training treats-chicken liver dog treats	07/28/2017	89.90
4574 - John Deere Financial (Rural King)	06-Gerbil Food	07/28/2017	5.99
4574 - John Deere Financial (Rural King)	06-Bleach	07/28/2017	21.42
4574 - John Deere Financial (Rural King)	06-litter	07/28/2017	274.50
4574 - John Deere Financial (Rural King)	06-litter, rabbit food	07/28/2017	300.48
4574 - John Deere Financial (Rural King)	06-bleach	07/28/2017	42.84
4574 - John Deere Financial (Rural King)	06-bleach, vinegar	07/28/2017	36.52
	Account **52210 - Institutional Supplies** Totals	22	$2,262.07
Account **52420 - Other Supplies**			
9523 - Freedom Business Solutions, LLC	01-black toner	07/28/2017	98.00

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
9523 - Freedom Business Solutions, LLC	01-toner cartridges-yellow & magenta	07/28/2017	260.00
	Account **52420 - Other Supplies** Totals	2	$358.00
Account **53130 - Medical**			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/19-6/29/17	07/28/2017	2,835.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgery, bloodwork, x-rays-6/28 & 7/5/17	07/28/2017	697.11
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, x-rays, spay/neuter surgeries-6/20 & 6/27/17	07/28/2017	722.48
	Account **53130 - Medical** Totals	3	$4,254.59
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services July 2017	07/28/2017	85.00
	Account **53140 - Exterminator Services** Totals	1	$85.00
Account **53610 - Building Repairs**			
912 - Central Security Systems, INC	19-ACC-alarm monitoring/comm lease-8/1-10/31/17	07/28/2017	264.00
	Account **53610 - Building Repairs** Totals	1	$264.00
Account **53990 - Other Services and Charges**			
4483 - City Lawn Corporation	19-ACC-mowing 6/16 & 6/26/17 (BC 2017-31)	07/28/2017	200.00
	Account **53990 - Other Services and Charges** Totals	1	$200.00
	Program **010000 - Main** Totals	34	$7,524.47
	Department **01 - Animal Shelter** Totals	34	$7,524.47
Department **02 - Public Works**			
Program **020000 - Main**			
Account **52330 - Street , Alley, and Sewer Material**			
5149 - E&B Paving, INC	20-Asphalt material for EW Alley @2nd/Smith & College/Walnut (BC 2017-16)	07/28/2017	2,500.00
19278 - Milestone Contractors, LP	20-Daniel Street-surface-87.32 tons-6/28/17 (BC 2017-18)	07/28/2017	4,191.36
19278 - Milestone Contractors, LP	20-Patterson Parkway-surface-67.63 tons-6/21/17 (BC 2017-18)	07/28/2017	3,246.24
19278 - Milestone Contractors, LP	20-Elderberry Ct/patching-18.05 tons/6/29/17-inc. credit (BC 2017-18)	07/28/2017	145.59
	Account **52330 - Street , Alley, and Sewer Material** Totals	4	$10,083.19
Account **52420 - Other Supplies**			
15674 - Nick's English Hut	02-M. Youngs retirement lunch	07/28/2017	102.10
	Account **52420 - Other Supplies** Totals	1	$102.10
Account **53310 - Printing**			
323 - Hoosier Times, INC	02-Sanitation Ads-Trash Container Display Ads-6/15 & 6/16/17	07/28/2017	1,018.00
20152 - Municipal Code Corporation	02-BMC Updates-Inv. date 6/27/17	07/28/2017	1,025.43
	Account **53310 - Printing** Totals	2	$2,043.43
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec.-waiver of protest annexation	07/28/2017	42.00
	Account **53990 - Other Services and Charges** Totals	1	$42.00
	Program **020000 - Main** Totals	8	$12,270.72

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
	Department **02 - Public Works** Totals	8	$12,270.72
Department **04 - Economic & Sustainable Dev**			
Program **040000 - Main**			
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	04 - Business Cards for Brian Payne & Laurel Waters	07/28/2017	41.50
3892 - Midwest Color Printing, INC	04 - Business Cards for Brian Payne & Laurel Waters	07/28/2017	37.50
	Account **53310 - Printing** Totals	2	$79.00
Account **53960 - Grants**			
1422 - Bloomington Playwrights Project, INC	04 - 2017 BAC Arts Grant Award	07/28/2017	1,050.00
13480 - Quarryland Men's Chorus, INC	04 2017 BAC Art Grant Award	07/28/2017	1,450.00
	Account **53960 - Grants** Totals	2	$2,500.00
	Program **040000 - Main** Totals	4	$2,579.00
	Department **04 - Economic & Sustainable Dev** Totals	4	$2,579.00
Department **05 - Common Council**			
Program **050000 - Main**			
Account **52410 - Books**			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-6/5-7/4/17	07/28/2017	267.37
	Account **52410 - Books** Totals	1	$267.37
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
259 - Indiana Association Of Cities & Towns (AIM)	05-2017 Municipal Law Conf -- Reg Fee Sherman and Rhoads	07/28/2017	600.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$600.00
Account **53910 - Dues and Subscriptions**			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-6/1-6/30/17	07/28/2017	304.87
	Account **53910 - Dues and Subscriptions** Totals	1	$304.87
	Program **050000 - Main** Totals	3	$1,172.24
	Department **05 - Common Council** Totals	3	$1,172.24
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	06- Manila Folders	07/28/2017	9.36
5103 - Staples Contract & Commercial, INC	06-Staples, paper clips and tape	07/28/2017	10.68
	Account **52110 - Office Supplies** Totals	2	$20.04
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	06-Binders and Dividers for Budget copies and Sortkwik	07/28/2017	177.87
	Account **52420 - Other Supplies** Totals	1	$177.87
Account **53320 - Advertising**			
323 - Hoosier Times, INC	06-Legal Notice for additional appropriations 6/4/17	07/28/2017	15.38

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
	Account **53320 - Advertising** Totals	1	$15.38
	Program **060000 - Main** Totals	4	$213.29
	Department **06 - Controller's Office** Totals	4	$213.29
Department **09 - CFRD**			
Program **090000 - Main**			
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	09-Cosco custom pocket embossing (notary seal)	07/28/2017	14.86
5103 - Staples Contract & Commercial, INC	09-Cosco 2000 Plus Custom Self Ink (Notary Seal)	07/28/2017	11.48
5103 - Staples Contract & Commercial, INC	09-Cosco 2000 Plus Custom Self Ink (Notary Seal)	07/28/2017	11.48
	Account **52420 - Other Supplies** Totals	3	$37.82
Account **53640 - Hardware and Software Maintenance**			
6090 - Smartsheet, INC	09-5 Licenses-project management serv.-6/30/17-6/30/18	07/28/2017	1,446.00
	Account **53640 - Hardware and Software Maintenance** Totals	1	$1,446.00
Account **53960 - Grants**			
5253 - Sounds of South, INC	09-CFRD sponsorship-Ad-2/10 pages, 3 3/4"WX4H	07/28/2017	110.00
	Account **53960 - Grants** Totals	1	$110.00
	Program **090000 - Main** Totals	5	$1,593.82
	Department **09 - CFRD** Totals	5	$1,593.82
Department **10 - Legal**			
Program **100000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	10-pens, permanet file folders, office chair	07/28/2017	151.11
	Account **52110 - Office Supplies** Totals	1	$151.11
Account **52410 - Books**			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-6/5-7/4/17	07/28/2017	1,069.49
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-6/1-6/30/17	07/28/2017	1,219.46
	Account **52410 - Books** Totals	2	$2,288.95
Account **53120 - Special Legal Services**			
19660 - Bose McKinney & Evans, LLP	10-legal serv. regarding 2016 Annexation-Matter 021672-0011	07/28/2017	552.45
	Account **53120 - Special Legal Services** Totals	1	$552.45
Account **53160 - Instruction**			
4823 - NBI, INC (National Business Institute)	10-Registration P Guthrie-Atty Guide to Local Gov't-6/21/17	07/28/2017	349.00
	Account **53160 - Instruction** Totals	1	$349.00
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-waiver of protest annexation	07/28/2017	100.00
	Account **53990 - Other Services and Charges** Totals	1	$100.00
	Program **100000 - Main** Totals	6	$3,441.51

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
	Department **10 - Legal** Totals	6	$3,441.51
Department **11 - Mayor's Office**			
Program **110000 - Main**			
Account **52420 - Other Supplies**			
205 - City Of Bloomington	11-PC Reimb-Target-dish drainer, shelf liner, flatware, dishclot	07/28/2017	65.05
4983 - Varidesk, LLC	11-standing desk for MC	07/28/2017	395.00
	Account **52420 - Other Supplies** Totals	2	$460.05
Account **53230 - Travel**			
5459 - John M Hamilton	11-travel reimbursement for USCM (Miami)	07/28/2017	1,849.29
	Account **53230 - Travel** Totals	1	$1,849.29
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	11-mayor's business cards	07/28/2017	45.63
	Account **53310 - Printing** Totals	1	$45.63
Account **53910 - Dues and Subscriptions**			
323 - Hoosier Times, INC	11-year's HT subscription	07/28/2017	211.35
158 - United States Conference of Mayors	11-annual membership dues invoice #34480	07/28/2017	1,500.00
	Account **53910 - Dues and Subscriptions** Totals	2	$1,711.35
	Program **110000 - Main** Totals	6	$4,066.32
	Department **11 - Mayor's Office** Totals	6	$4,066.32
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	12 Business cards for M Uebel	07/28/2017	37.75
	Account **53310 - Printing** Totals	1	$37.75
Account **53320 - Advertising**			
323 - Hoosier Times, INC	12 Job ads Inv 63017	07/28/2017	847.05
	Account **53320 - Advertising** Totals	1	$847.05
Account **53990 - Other Services and Charges**			
6099 - Safe Hiring Solutions	12 Inv 86552 Background checks	07/28/2017	104.35
	Account **53990 - Other Services and Charges** Totals	1	$104.35
	Program **120000 - Main** Totals	3	$989.15
	Department **12 - Human Resources** Totals	3	$989.15
Department **13 - Planning**			
Program **130000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	13-Dry erase markers, glue, pens, and phone cleaner pads	07/28/2017	86.64
	Account **52110 - Office Supplies** Totals	1	$86.64

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
Account **52420 - Other Supplies**			
51463 - DLT Solutions, LLC	13-(3) Architecture Eng. Const. Collection (Traffic Simulation)	07/28/2017	3,067.77
	Account **52420 - Other Supplies** Totals	1	$3,067.77
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	13-(250) Business Cards for T. Porter & B. Jackson	07/28/2017	75.00
	Account **53310 - Printing** Totals	1	$75.00
Account **53320 - Advertising**			
323 - Hoosier Times, INC	13-Legal public notices_Allen-Walnut Streets and (BZA) V-09-17	07/28/2017	126.83
	Account **53320 - Advertising** Totals	1	$126.83
Account **53910 - Dues and Subscriptions**			
3956 - West Publishing Corporation (Thomson Reuters)	13-Pro-rated Invoice(Cancellation of Zoning Bulletin as of 6-28)	07/28/2017	137.21
	Account **53910 - Dues and Subscriptions** Totals	1	$137.21
Account **53990 - Other Services and Charges**			
205 - City Of Bloomington	13-PC Reimb.-Mo Co Recorder-Encroachment-416 E 4th-BPWRes2017-45	07/28/2017	19.00
205 - City Of Bloomington	13-PC Reimb-Mo Co Recorder-encroachment Res 20-17-15	07/28/2017	21.00
	Account **53990 - Other Services and Charges** Totals	2	$40.00
	Program **130000 - Main** Totals	7	$3,533.45
Program **132000 - MPO**			
Account **52420 - Other Supplies**			
50910 - Caliper Corporation	13-TransCAD Support - Standard 1 Year (MPO)	07/28/2017	1,200.00
	Account **52420 - Other Supplies** Totals	1	$1,200.00
	Program **132000 - MPO** Totals	1	$1,200.00
	Department **13 - Planning** Totals	8	$4,733.45
Department **19 - Facilities Maintenance**			
Program **190000 - Main**			
Account **52210 - Institutional Supplies**			
4574 - John Deere Financial (Rural King)	06-Trash Bags	07/28/2017	23.98
	Account **52210 - Institutional Supplies** Totals	1	$23.98
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-CH-Upstairs bathroom-drywall, liquid nails, adhesive, screws	07/28/2017	79.62
409 - Black Lumber Co INC	19-CH-premium strips for drywall repair	07/28/2017	1.39
409 - Black Lumber Co INC	19-CH-broad knife, tape-fiberglass, compound	07/28/2017	20.47
409 - Black Lumber Co INC	19-CH-furniture guides to help move furniture	07/28/2017	10.99
395 - Kirby Risk Corp	19-CH-stock-lamp holders	07/28/2017	118.09
395 - Kirby Risk Corp	19-CH-stock-bulbs	07/28/2017	9.48
394 - Kleindorfer Hardware & Variety	19-City Hall-shop supplies-cut off wheel, gallon simple grease	07/28/2017	34.93
394 - Kleindorfer Hardware & Variety	19-Graffiti Team-asphalt sealer	07/28/2017	16.99

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	19-drywall supplies-sand sponge, knife blade	07/28/2017	7.27
53005 - Menards, INC	19-Clerks Office-AA batteries	07/28/2017	33.17
	Account **52310 - Building Materials and Supplies** Totals	10	$332.40
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services July 2017	07/28/2017	55.00
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53610 - Building Repairs**			
3434 - Executive Management Services, INC	19-CH/off site facilities-July 2017 cleaning services	07/28/2017	13,389.00
	Account **53610 - Building Repairs** Totals	1	$13,389.00
Account **53990 - Other Services and Charges**			
4483 - City Lawn Corporation	19-400 N Madison-mowing 6/27/17	07/28/2017	30.00
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 6/1, 6/7, 6/21 & 6/27/17	07/28/2017	140.00
7402 - Nature's Way, INC	19-City Hall-monthly interior plant maintenance-July 2017	07/28/2017	336.60
5605 - Photizo, LLC (Fish Window Cleaning)	19-City Hall-cleaning of windows on south side of bldg	07/28/2017	730.00
	Account **53990 - Other Services and Charges** Totals	4	$1,236.60
	Program **190000 - Main** Totals	17	$15,036.98
	Department **19 - Facilities Maintenance** Totals	17	$15,036.98
Department **28 - ITS**			
Program **280000 - Main**			
Account **52420 - Other Supplies**			
3892 - Midwest Color Printing, INC	28-business cards-K. Bowlen-250 cards	07/28/2017	37.75
5103 - Staples Contract & Commercial, INC	28-ink cartridges dept plotter-(black/cyan/magenta/yellow)	07/28/2017	321.96
	Account **52420 - Other Supplies** Totals	2	$359.71
Account **53640 - Hardware and Software Maintenance**			
5444 - Tyler Technologies, INC	28-Citizen Transparency Portal Module	07/28/2017	7,500.00
	Account **53640 - Hardware and Software Maintenance** Totals	1	$7,500.00
	Program **280000 - Main** Totals	3	$7,859.71
	Department **28 - ITS** Totals	3	$7,859.71
	Fund **101 - General Fund** Totals	101	$61,480.66
Fund **103 - Restricted Donations**			
Department **06 - Controller's Office**			
Program **400102 - Animal Supplies**			
Account **52210 - Institutional Supplies**			
3929 - IDEXX Laboratories, INC	01-F/F & heartworm tests	07/28/2017	1,763.00
4633 - Midwest Veterinary Supply, INC	01-feliway spray, storage containers	07/28/2017	208.10
4633 - Midwest Veterinary Supply, INC	01-antibiotics, tongue depressors	07/28/2017	237.09
	Account **52210 - Institutional Supplies** Totals	3	$2,208.19

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
	Program **400102 - Animal Supplies** Totals	3	$2,208.19
	Department **06 - Controller's Office** Totals	3	$2,208.19
	Fund **103 - Restricted Donations** Totals	3	$2,208.19
Fund **401 - Non-Reverting Telecommunications**			
Department **25 - Telecommunications**			
Program **254000 - Infrastructure**			
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv.-2/28/17	07/28/2017	140.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$140.00
	Program **254000 - Infrastructure** Totals	1	$140.00
Program **256000 - Services**			
Account **53150 - Communications Contract**			
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pk-business cable/internet-7/21-8/20/17	07/28/2017	116.27
203 - Indiana University	28-special circuits-June 2017	07/28/2017	65.00
	Account **53150 - Communications Contract** Totals	2	$181.27
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv.-2/28/17	07/28/2017	140.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$140.00
	Program **256000 - Services** Totals	3	$321.27
	Department **25 - Telecommunications** Totals	4	$461.27
	Fund **401 - Non-Reverting Telecommunications** Totals	4	$461.27
Fund **403 - Arts Commission Operating**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **53990 - Other Services and Charges**			
4201 - One World Catering & Events (Lennie's, INC)	04 - Refreshments for BAC Art Grant Award Ceremony	07/28/2017	147.00
	Account **53990 - Other Services and Charges** Totals	1	$147.00
	Program **020000 - Main** Totals	1	$147.00
	Department **02 - Public Works** Totals	1	$147.00
	Fund **403 - Arts Commission Operating** Totals	1	$147.00
Fund **450 - Local Road and Street**			
Department **20 - Street**			
Program **200000 - Main**			
Account **53520 - Street Lights / Traffic Signals**			
223 - Duke Energy	02-installation of lighting-Stratford Dr/Hampton	07/28/2017	20,723.15
223 - Duke Energy	20-street light summary electric billing-bill date 7/7/17	07/28/2017	35,026.40
223 - Duke Energy	20-Traffic Signal summary electric billing-bill date 7/11/17	07/28/2017	2,721.71

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
	Account **53520 - Street Lights / Traffic Signals** Totals	3	$58,471.26
	Program **200000 - Main** Totals	3	$58,471.26
	Department **20 - Street** Totals	3	$58,471.26
	Fund **450 - Local Road and Street** Totals	3	$58,471.26
Fund **451 - Motor Vehicle Highway**			
Department **20 - Street**			
Program **200000 - Main**			
Account **52330 - Street , Alley, and Sewer Material**			
334 - Irving Materials, INC	20-Winslow Farm/Moss Creek-Class A Stone Ash-4.5 cy-6/14/17	07/28/2017	472.25
	Account **52330 - Street , Alley, and Sewer Material** Totals	1	$472.25
Account **52340 - Other Repairs and Maintenance**			
313 - Fastenal Company	20-sign hardware	07/28/2017	19.55
	Account **52340 - Other Repairs and Maintenance** Totals	1	$19.55
Account **52420 - Other Supplies**			
409 - Black Lumber Co INC	20-54W 45" T5 flour tube	07/28/2017	59.94
409 - Black Lumber Co INC	20-1301 S. Grant-Tree Crew-5 pack dust mask	07/28/2017	5.98
409 - Black Lumber Co INC	20-PL400 1/10 gal adhesive	07/28/2017	5.94
409 - Black Lumber Co INC	20-#468-4th July Parade-1 gal. simple green, armour all protecta	07/28/2017	17.98
409 - Black Lumber Co INC	20-2x4-8' construction lumber	07/28/2017	15.96
394 - Kleindorfer Hardware & Variety	20-wire ties, staple gun, staples	07/28/2017	52.55
394 - Kleindorfer Hardware & Variety	20-sand bags	07/28/2017	21.98
394 - Kleindorfer Hardware & Variety	20-cut off wheel, WD-40, screwdriver, punches	07/28/2017	97.58
3496 - Smith Implements, INC	20-chainsaw chain	07/28/2017	18.95
336 - Southside Rental Center, INC	20-pavement marking-propane-7/3/17	07/28/2017	15.08
336 - Southside Rental Center, INC	20-pavement marking-propane-7/3/17	07/28/2017	20.88
336 - Southside Rental Center, INC	20-pavement marking-propane-6/29/17	07/28/2017	78.88
	Account **52420 - Other Supplies** Totals	12	$411.70
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services July 2017	07/28/2017	70.00
	Account **53140 - Exterminator Services** Totals	1	$70.00
Account **53250 - Pagers**			
332 - Indiana Paging Network, INC	20-snow control pager-August 2017	07/28/2017	86.76
	Account **53250 - Pagers** Totals	1	$86.76
Account **53540 - Natural Gas**			
222 - Vectren	19-Traffic Bldg-gas bill 6/6-7/7/17	07/28/2017	32.01
222 - Vectren	19-Street Dept-gas bill 6/6-7/7/17	07/28/2017	25.01
	Account **53540 - Natural Gas** Totals	2	$57.02

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Vendor	Description	Payment Date	Invoice Amount
Account **53910 - Dues and Subscriptions**			
2871 - International Municipal Signal Association (IMSA)	20-Certification Renewal Ron Arthur	07/28/2017	80.00
	Account **53910 - Dues and Subscriptions** Totals	1	$80.00
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-7/5/17	07/28/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-6/28/17	07/28/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/5/17	07/28/2017	23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/28/17	07/28/2017	23.05
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$98.88
Account **53990 - Other Services and Charges**			
902 - Indiana Underground Plant Protection Service, INC	20-811-line locate services-847 tickets-May 2017	07/28/2017	804.65
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-6/13/17	07/28/2017	150.00
	Account **53990 - Other Services and Charges** Totals	2	$954.65
	Program **200000 - Main** Totals	25	$2,250.81
	Department **20 - Street** Totals	25	$2,250.81
	Fund **451 - Motor Vehicle Highway** Totals	25	$2,250.81
Fund **452 - Parking Facilities**			
Department **26 - Parking**			
Program **260000 - Main**			
Account **52310 - Building Materials and Supplies**			
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-gorilla glue	07/28/2017	29.98
	Account **52310 - Building Materials and Supplies** Totals	1	$29.98
Account **52340 - Other Repairs and Maintenance**			
4574 - John Deere Financial (Rural King)	26-New Power Washer	07/28/2017	399.99
	Account **52340 - Other Repairs and Maintenance** Totals	1	$399.99
Account **53610 - Building Repairs**			
227 - Otis Elevator Company	26-Morton St Garage-elevator repair-6/13/17	07/28/2017	687.50
	Account **53610 - Building Repairs** Totals	1	$687.50
	Program **260000 - Main** Totals	3	$1,117.47
	Department **26 - Parking** Totals	3	$1,117.47
	Fund **452 - Parking Facilities** Totals	3	$1,117.47
Fund **454 - Alternative Transportation**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **52430 - Uniforms and Tools**			
54558 - The Uniform House, INC	26-uniform/clothing-J. Miles-6/5/17	07/28/2017	246.84
54558 - The Uniform House, INC	26-uniform/clothing-J. Miles-6/8/17	07/28/2017	117.51

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Vendor	Description		Payment Date	Invoice Amount
54558 - The Uniform House, INC	26-uniform/clothing-G. Rutherford		07/28/2017	96.22
		Account **52430 - Uniforms and Tools** Totals	3	$460.57
Account **53310 - Printing**				
501 - Karl Clark (KC Designs)	26-resident parking applications, envelopes-5,000		07/28/2017	470.00
		Account **53310 - Printing** Totals	1	$470.00
Account **54310 - Improvements Other Than Building**				
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pike SW/Pedestrian Crossing_Design-serv. thru 5/26/17		07/28/2017	2,724.74
		Account **54310 - Improvements Other Than Building** Totals	1	$2,724.74
		Program **020000 - Main** Totals	5	$3,655.31
		Department **02 - Public Works** Totals	5	$3,655.31
		Fund **454 - Alternative Transportation** Totals	5	$3,655.31
Fund **519 - 2016 GO Bonds Bond #2**				
Department **06 - Controller's Office**				
Program **060000 - Main**				
Account **53810 - Principal**				
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	20,000.00
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	10,000.00
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	40,000.00
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	10,000.00
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	55,000.00
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	5,000.00
		Account **53810 - Principal** Totals	6	$140,000.00
Account **53820 - Interest**				
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	38,033.33
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	38,449.99
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	52,658.33
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	21,566.66
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	41,708.33
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	11,908.33
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	27,866.66
5232 - The Huntington National Bank	06-General Obligation Bonds Series 2016A		07/28/2017	9,991.68
		Account **53820 - Interest** Totals	8	$242,183.31
		Program **060000 - Main** Totals	14	$382,183.31
		Department **06 - Controller's Office** Totals	14	$382,183.31
		Fund **519 - 2016 GO Bonds Bond #2** Totals	14	$382,183.31
Fund **520 - 2016 Parks GO Bond #3**				
Department **06 - Controller's Office**				

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Vendor	Description	Payment Date	Invoice Amount
Program **060000 - Main**			
Account **53810 - Principal**			
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	20,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	10,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	15,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	20,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	30,000.00
	Account **53810 - Principal** Totals	5	$95,000.00
Account **53820 - Interest**			
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	39,100.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	16,641.66
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	22,129.16
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	30,570.83
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BONDS 2016A-2016E	07/28/2017	39,587.50
	Account **53820 - Interest** Totals	5	$148,029.15
	Program **060000 - Main** Totals	10	$243,029.15
	Department **06 - Controller's Office** Totals	10	$243,029.15
	Fund **520 - 2016 Parks GO Bond #3** Totals	10	$243,029.15
Fund **601 - Cum Cap Development**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **52330 - Street , Alley, and Sewer Material**			
19278 - Milestone Contractors, LP	20-Winston-surface-222.42 tons-6/22/17 (BC 2017-18)	07/28/2017	10,676.16
19278 - Milestone Contractors, LP	20-Liberty Dr/patching-352.52 tons-6/19/17 (BC 2017-18)	07/28/2017	16,920.96
19278 - Milestone Contractors, LP	20-Forrester-surface-484.55 tons-6/26/17 (BC 2017-18)	07/28/2017	23,258.40
19278 - Milestone Contractors, LP	20-Olcott Blvd/Daniel/patching-surface-426.84 tons-6/27 &6/28/17 (BC 2017-18)	07/28/2017	20,488.32
	Account **52330 - Street , Alley, and Sewer Material** Totals	4	$71,343.84
	Program **020000 - Main** Totals	4	$71,343.84
	Department **02 - Public Works** Totals	4	$71,343.84
	Fund **601 - Cum Cap Development** Totals	4	$71,343.84
Fund **730 - Solid Waste**			
Department **16 - Sanitation**			
Program **160000 - Main**			
Account **43090 - Solid Waste Stickers**			
Marsh Supermarket	06-Kinser Pike Store closed-refund yard waste & trash sticker re	07/28/2017	2,456.00
	Account **43090 - Solid Waste Stickers** Totals	1	$2,456.00
Account **43100 - Yard Waste**			

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Vendor	Description	Payment Date	Invoice Amount
Marsh Supermarket	06-Kingston Dr Store closed-refund yard waste sticker returns	07/28/2017	596.00
Marsh Supermarket	06-Kinser Pike Store closed-refund yard waste & trash sticker re	07/28/2017	203.00
	Account **43100 - Yard Waste** Totals	2	$799.00
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-Sanitation-D batteries for paper towel dispensers	07/28/2017	8.99
	Account **52310 - Building Materials and Supplies** Totals	1	$8.99
Account **52420 - Other Supplies**			
248 - Cosner's Ice Company	16-ice for employees-75 7# bags	07/28/2017	108.75
	Account **52420 - Other Supplies** Totals	1	$108.75
Account **52430 - Uniforms and Tools**			
313 - Fastenal Company	16-vending machine supplies-gloves, earplugs, mixStick	07/28/2017	329.49
	Account **52430 - Uniforms and Tools** Totals	1	$329.49
Account **53130 - Medical**			
231 - Indiana University Health Bloomington, INC	16-L. Armes-Vaccine Hep B Adult	07/28/2017	93.00
	Account **53130 - Medical** Totals	1	$93.00
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services July 2017	07/28/2017	55.00
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-7/5/17	07/28/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-7/12/17	07/28/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/12/17	07/28/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/5/17	07/28/2017	7.49
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$78.72
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-6/15-6/30/17	07/28/2017	10,675.20
	Account **53950 - Landfill** Totals	1	$10,675.20
	Program **160000 - Main** Totals	13	$14,604.15
	Department **16 - Sanitation** Totals	13	$14,604.15
	Fund **730 - Solid Waste** Totals	13	$14,604.15
Fund **800 - Risk Management**			
Department **10 - Legal**			
Program **100000 - Main**			
Account **52430 - Uniforms and Tools**			
327 - Hoosier Workwear Outlet, INC	10-S. Young-Safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Dunn-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Nichols-safety shoes	07/28/2017	100.00

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Vendor	Description	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-M. Hicks-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-F. Robinson-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Nelson-safety shoes	07/28/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-T. Brown-safety shoes	07/28/2017	79.99
327 - Hoosier Workwear Outlet, INC	10-P. Capps-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Ellis-safety shoes	07/28/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-K. Price-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-N. Rogers-safety shoes	07/28/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-D. Ruble-safety shoes	07/28/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-J. VanDeventer-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Smith-safety shoes	07/28/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-J. Lavender-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Backler-safety shoes	07/28/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Pursell-safety shoes	07/28/2017	99.99
	Account **52430 - Uniforms and Tools** Totals	17	$1,659.93
Account **53130 - Medical**			
6091 - Frank L Corns	10-CDL Physical Exam 2017	07/28/2017	95.00
6081 - Freddie J Love	10-CDL Physical Exam-2017	07/28/2017	95.00
	Account **53130 - Medical** Totals	2	$190.00
Account **53160 - Instruction**			
5946 - Arbor Master Training, INC	10-ArborMaster Training-Smith/Jacobs/Reynolds	07/28/2017	1,689.00
	Account **53160 - Instruction** Totals	1	$1,689.00
Account **53420 - Worker's Comp & Risk**			
2618 - Southeastern Indiana Health Operations, INC	12-TTD Inv#1051PayDate07/21/17$2,117.90	07/20/2017	2,117.90
	Account **53420 - Worker's Comp & Risk** Totals	1	$2,117.90
	Program **100000 - Main** Totals	21	$5,656.83
	Department **10 - Legal** Totals	21	$5,656.83
	Fund **800 - Risk Management** Totals	21	$5,656.83
Fund **801 - Health Insurance Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990 - Other Services and Charges**			
3977 - Cigna Health & Life Insurance Company	12-July 2017 Dental & Vision Admin Fee $9,123.44	07/28/2017	2,366.94
18539 - Life Insurance Company Of North America	12 Unemployment for May/June	07/28/2017	4,146.30
	Account **53990 - Other Services and Charges** Totals	2	$6,513.24
Account **53990.1201 - Other Services and Charges Health Insurance**			
17785 - The Howard E. Nyhart Company, INC	12 Employer Portion of HSA (A Lord)	07/18/2017	182.19

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Vendor	Description		Payment Date	Invoice Amount
3908 - CIGNA Healthcare	12-Cigna Dental Claims Funding $35,653.01		07/21/2017	35,653.01
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals		2	$35,835.20
Account **53990.1278 - Other Services and Charges Disability LTD**				
18539 - Life Insurance Company Of North America	12 Unemployment for May/June		07/28/2017	6,308.31
	Account **53990.1278 - Other Services and Charges Disability LTD** Totals		1	$6,308.31
	Program **120000 - Main** Totals		5	$48,656.75
	Department **12 - Human Resources** Totals		5	$48,656.75
	Fund **801 - Health Insurance Trust** Totals		5	$48,656.75
Fund **802 - Fleet Maintenance**				
Department **17 - Fleet Maintenance**				
Program **170000 - Main**				
Account **52230 - Garage and Motor Supplies**				
50605 - Bauer Built, INC	17-TIRES	07/14/2017	07/28/2017	996.60
50605 - Bauer Built, INC	17-TIRES	07/14/2017	07/28/2017	2,703.21
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/28/2017	293.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/28/2017	87.78
4693 - Monroe County Tire & Supply, INC	17-TIRES	07/14/2017	07/28/2017	444.56
	Account **52230 - Garage and Motor Supplies** Totals		5	$4,525.15
Account **52240 - Fuel and Oil**				
4574 - John Deere Financial (Rural King)	17-DIESEL EXHAUST FLUID		07/28/2017	169.79
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	07/14/2017	07/28/2017	2,756.95
	Account **52240 - Fuel and Oil** Totals		2	$2,926.74
Account **52320 - Motor Vehicle Repair**				
244 - Bloomington Ford, INC	17-#120 EXPANSION VALVE	07/14/2017	07/28/2017	37.94
244 - Bloomington Ford, INC	17-#137 DRIVERS SEAT FRAM	07/14/2017	07/28/2017	284.25
244 - Bloomington Ford, INC	17-#111 A/C HOSE	07/14/2017	07/28/2017	142.07
244 - Bloomington Ford, INC	17 - CREDIT FOR RETURNED PART	07/14/2017	07/28/2017	(49.46)
244 - Bloomington Ford, INC	17-#120 COMPRESSOR, DRIER AND ORING KITS	07/14/2017	07/28/2017	408.44
244 - Bloomington Ford, INC	17-#120 AC CLUTCH RELAY	07/14/2017	07/28/2017	21.24
4335 - Circle Distributing, INC	17-MISC PARTS	07/14/2017	07/28/2017	415.83
4466 - Clarke Power Services, INC	17-#396 INJECTOR REPAIR & LABOR	07/14/2017	07/28/2017	2,421.32
594 - Curry Auto Center, INC	17-#352 DRIVERS SIDE SEATBELT BUCKLE	07/14/2017	07/28/2017	111.25
4768 - Fox's Cycle Sales	17-#708 INTAKE MANIFOLD	07/14/2017	07/28/2017	74.26
455 - Industrial Service & Supply, INC	17-#946 HYD HOSES	07/14/2017	07/28/2017	148.71
455 - Industrial Service & Supply, INC	17-#703 HOSE KEEPER	07/14/2017	07/28/2017	23.16
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	07/14/2017	07/28/2017	397.81
4439 - JX Enterprises, INC	17 - STEP PLATES BRACKETS NUTS AND BOLTS	07/14/2017	07/28/2017	538.38

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Vendor	Description		Payment Date	Invoice Amount
4439 - JX Enterprises, INC	17 - STEP PLATES BRACKETS NUTS AND BOLTS	07/14/2017	07/28/2017	143.23
4439 - JX Enterprises, INC	17-FREIGHT CREDIT	07/14/2017	07/28/2017	(65.00)
4439 - JX Enterprises, INC	17-#946 COMPRESSOR	07/14/2017	07/28/2017	680.81
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	07/28/2017	07/28/2017	12.40
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	07/28/2017	07/28/2017	32.72
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	07/14/2017	07/28/2017	2.34
8181 - Lawson Products, INC	17-MISC PARTS	07/14/2017	07/28/2017	470.34
2974 - MacAllister Machinery Co, INC	17-#736 ENGINE ECM	07/14/2017	07/28/2017	2,202.46
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/28/2017	50.94
787 - Motor Service Corporation	17-PARTS RETURN	07/14/2017	07/28/2017	(31.02)
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/28/2017	31.02
787 - Motor Service Corporation	17-MISC PARTS	07/14/2017	07/28/2017	31.02
54351 - Sternberg, INC	17-CORE RETURN	07/14/2017	07/28/2017	(135.00)
54351 - Sternberg, INC	17-#432 FUEL TANK AND STRAPS, BATTERY CABLES AND TIE DOWNS	07/14/2017	07/28/2017	1,832.56
54351 - Sternberg, INC	17-#946 GROMMETS	07/14/2017	07/28/2017	4.72
54351 - Sternberg, INC	17-#946 AIR DRIER	07/14/2017	07/28/2017	442.13
582 - Town & Country Chrysler Dodge Jeep, INC	17 - #858 WINDOW MOTOR, REGULATOR AND TRACKS	07/14/2017	07/28/2017	158.04
2096 - West Side Tractor Sales Co.	17-#4811 SLEEVE, BOWL AND MISC HARDWARE	07/14/2017	07/28/2017	37.25
2096 - West Side Tractor Sales Co.	17-#4811 SLEEVE, BOWL AND MISC HARDWARE	07/14/2017	07/28/2017	34.99
2096 - West Side Tractor Sales Co.	17-#648 HYD LINE	07/14/2017	07/28/2017	171.48
	Account **52320 - Motor Vehicle Repair** Totals		34	$11,082.63
Account **52420 - Other Supplies**				
21104 - Cummins Crosspoint, LLC	17 - CUMMINS DIAGNOSTIC RENEWAL	07/14/2017	07/28/2017	952.84
313 - Fastenal Company	17 - BILGE PUMP	07/14/2017	07/28/2017	35.62
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	07/14/2017	07/28/2017	77.60
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	07/14/2017	07/28/2017	7.50
	Account **52420 - Other Supplies** Totals		4	$1,073.56
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services July 2017		07/28/2017	40.00
	Account **53140 - Exterminator Services** Totals		1	$40.00
Account **53540 - Natural Gas**				
222 - Vectren	19-Fleet Maint-gas bill 6/6-7/7/17		07/28/2017	51.00
	Account **53540 - Natural Gas** Totals		1	$51.00
Account **53620 - Motor Repairs**				
4466 - Clarke Power Services, INC	17-#396 INJECTOR REPAIR & LABOR	07/14/2017	07/28/2017	1,974.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	07/14/2017	07/28/2017	75.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	07/14/2017	07/28/2017	50.00

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Vendor	Description		Payment Date	Invoice Amount
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	07/14/2017	07/28/2017	75.00
2974 - MacAllister Machinery Co, INC	17-PROGRAMMING/DIAG FEE FOR FLASH FILE	07/14/2017	07/28/2017	910.00
4588 - The Auto Glass Professionals(Perfection Auto Glass	17 - 805 WINDOW REPLACEMENT	07/14/2017	07/28/2017	249.00
	Account **53620 - Motor Repairs** Totals		6	$3,333.00
Account **53640 - Hardware and Software Maintenance**				
4160 - Roderick Armes (PEI)	17 - ANNUAL SUPPORT AGREEMENT FOR FUEL MASTER	07/14/2017	07/28/2017	2,390.00
53954 - Ron Turley Associates, INC	17 - ANNUAL SOFTWARE MAINTENANCE AGREEMENT	07/14/2017	07/28/2017	2,550.00
	Account **53640 - Hardware and Software Maintenance** Totals		2	$4,940.00
	Program **170000 - Main** Totals		55	$27,972.08
	Department **17 - Fleet Maintenance** Totals		55	$27,972.08
	Fund **802 - Fleet Maintenance** Totals		55	$27,972.08
Fund **804 - Insurance Voluntary Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1241 - Other Services and Charges Vision**				
3977 - Cigna Health & Life Insurance Company	12-July 2017 Dental & Vision Admin Fee $9,123.44		07/28/2017	6,756.50
	Account **53990.1241 - Other Services and Charges Vision** Totals		1	$6,756.50
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017		07/17/2017	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017		07/17/2017	160.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/17/2017	319.35
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/18/2017	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC		07/18/2017	227.72
17785 - The Howard E. Nyhart Company, INC	12-daily benefits card funding detail request-7/18/17		07/19/2017	226.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/20/2017	40.00
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals		7	$1,043.75
Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC		07/18/2017	26.00
	Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals		1	$26.00
Account **53990.1273 - Other Services and Charges Term Life**				
18539 - Life Insurance Company Of North America	12 Unemployment for May/June		07/28/2017	13,894.49
	Account **53990.1273 - Other Services and Charges Term Life** Totals		1	$13,894.49
Account **53990.1277 - Other Services and Charges Disability STD**				
18539 - Life Insurance Company Of North America	12 Unemployment for May/June		07/28/2017	8,171.78
	Account **53990.1277 - Other Services and Charges Disability STD** Totals		1	$8,171.78
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/17/2017	4.00

Board of Public Works Claim Register

Invoice Date Range 07/17/17 - 07/28/17

Vendor	Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/18/2017	132.00
17785 - The Howard E. Nyhart Company, INC	12-daily benefits card funding detail request-7/18/17	07/19/2017	152.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/20/2017	69.00
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals	4	$357.64
Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util**			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC	07/18/2017	740.00
	Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util** Totals	1	$740.00
Account **53990.1283 - Other Services and Charges Health Savings Account**			
17785 - The Howard E. Nyhart Company, INC	HSA EE Contributions for 2017	07/20/2017	14,899.17
	Account **53990.1283 - Other Services and Charges Health Savings Account** Totals	1	$14,899.17
	Program **120000 - Main** Totals	17	$45,889.33
	Department **12 - Human Resources** Totals	17	$45,889.33
	Fund **804 - Insurance Voluntary Trust** Totals	17	$45,889.33
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 for May/June	07/28/2017	1,594.65
	Account **53990 - Other Services and Charges** Totals	1	$1,594.65
	Program **120000 - Main** Totals	1	$1,594.65
	Department **12 - Human Resources** Totals	1	$1,594.65
	Fund **805 - Unemployment Comp Non-Reverting** Totals	1	$1,594.65
		285	$970,722.06

Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 07/17/17 - 07/21/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **257 - IU RR Woodlawn Escrow**										
Account **10000 - Cash**										
399 - American Structurepoint, INC	97070	06-Woodlawn RR Crossing 05-01-17 to 05-29	Paid by EFT #		07/18/2017	07/18/2017	07/28/2017		07/28/2017	(172.50)
					Account **10000 - Cash** Totals			Invoice Transactions 1		($172.50)
Department **13 - Planning**										
Program **130000 - Main**										
Account **53170 - Mgt. Fee, Consultants, and Workshops**										
399 - American Structurepoint, INC	97070	06-Woodlawn RR Crossing 05-01-17 to 05-29	Paid by EFT #		07/18/2017	07/18/2017	07/28/2017		07/28/2017	172.50
					Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals			Invoice Transactions 1		$172.50
					Program **130000 - Main** Totals			Invoice Transactions 1		$172.50
					Department **13 - Planning** Totals			Invoice Transactions 1		$172.50
					Fund **257 - IU RR Woodlawn Escrow** Totals			Invoice Transactions 2		$0.00
					Grand Totals			Invoice Transactions 2		$0.00

Board of Public Works Claim Register

Invoice Date Range 07/12/17 - 07/14/17
Utility & Credit Card Payment

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	15379-001072617	01-53530 Water and Sewer	Paid by Check # 65843		07/12/2017	07/12/2017	07/12/2017		07/14/2017	490.11
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 1		$490.11
Account **53540 - Natural Gas**										
222 - Vectren	5019542007051 7	19-ACC-gas bill 6/2-7/5/17	Paid by Check # 65854		07/12/2017	07/12/2017	07/12/2017		07/14/2017	1,703.95
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$1,703.95
				Program **010000 - Main** Totals				Invoice Transactions 2		$2,194.06
				Department **01 - Animal Shelter** Totals				Invoice Transactions 2		$2,194.06
Department **02 - Public Works**										
Program **020000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812R081788062 017	02-Radio circuts/phone charges 052917-062817	Paid by Check # 65841		07/12/2017	07/12/2017	07/12/2017		07/14/2017	180.17
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$180.17
				Program **020000 - Main** Totals				Invoice Transactions 1		$180.17
				Department **02 - Public Works** Totals				Invoice Transactions 1		$180.17
Department **03 - City Clerk**										
Program **030000 - Main**										
Account **53230 - Travel**										
3560 - First Financial Bank / Credit Cards	428972666940	06-Nicole Bolden Hotel for Travel	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	396.00
				Account **53230 - Travel** Totals				Invoice Transactions 1		$396.00
				Program **030000 - Main** Totals				Invoice Transactions 1		$396.00
				Department **03 - City Clerk** Totals				Invoice Transactions 1		$396.00
Department **04 - Economic & Sustainable Dev**										
Program **040000 - Main**										
Account **53230 - Travel**										
3560 - First Financial Bank / Credit Cards	LMGKYW	04 - Sean's Flight to Denver - Food Hub	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	298.40
				Account **53230 - Travel** Totals				Invoice Transactions 1		$298.40
Account **53910 - Dues and Subscriptions**										
3560 - First Financial Bank / Credit Cards	863373241	04 Hootsuite 2017	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	5.99
				Account **53910 - Dues and Subscriptions** Totals				Invoice Transactions 1		$5.99
				Program **040000 - Main** Totals				Invoice Transactions 2		$304.39
				Department **04 - Economic & Sustainable Dev** Totals				Invoice Transactions 2		$304.39
Department **06 - Controller's Office**										
Program **060000 - Main**										
Account **53160 - Instruction**										
3560 - First Financial Bank / Credit Cards	4004 2017	06-INCPAS Renewal/J. Underwood/CPA Society	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	400.00
				Account **53160 - Instruction** Totals				Invoice Transactions 1		$400.00
Account **53230 - Travel**										
3560 - First Financial Bank / Credit Cards	428972666932	06-Lodging fees for ILMCT	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	297.00
3560 - First Financial Bank / Credit Cards	428962666472	06-Lodging fees for ILMCT	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	297.00
				Account **53230 - Travel** Totals				Invoice Transactions 2		$594.00
				Program **060000 - Main** Totals				Invoice Transactions 3		$994.00
				Department **06 - Controller's Office** Totals				Invoice Transactions 3		$994.00
Department **09 - CFRD**										
Program **090000 - Main**										
Account **53990 - Other Services and Charges**										
3560 - First Financial Bank / Credit Cards	24858084	09-State of Indiana - State fee for Notary -	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	11.22
3560 - First Financial Bank / Credit Cards	24879511	09-State of Indiana - State fee for Notary -	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	11.22
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions 2		$22.44
				Program **090000 - Main** Totals				Invoice Transactions 2		$22.44
				Department **09 - CFRD** Totals				Invoice Transactions 2		$22.44
Department **10 - Legal**										
Program **100000 - Main**										
Account **53120 - Special Legal Services**										
3560 - First Financial Bank / Credit Cards	24861084	10 FFB Secretary of State Notary charge	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	11.22
				Account **53120 - Special Legal Services** Totals				Invoice Transactions 1		$11.22
				Program **100000 - Main** Totals				Invoice Transactions 1		$11.22
Program **101000 - Human Rights**										
Account **52420 - Other Supplies**										
3560 - First Financial Bank / Credit Cards	684077538-01	10 FFB Oriental trading 6840177538-01	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	216.69
				Account **52420 - Other Supplies** Totals				Invoice Transactions 1		$216.69
				Program **101000 - Human Rights** Totals				Invoice Transactions 1		$216.69
				Department **10 - Legal** Totals				Invoice Transactions 2		$227.91
Department **11 - Mayor's Office**										
Program **110000 - Main**										
Account **53990 - Other Services and Charges**										
3560 - First Financial Bank / Credit Cards	07212016	11-flowers for Nancy Woolery's mother	Paid by Check # 65850		07/12/2017	07/12/2017	07/12/2017		07/14/2017	60.00
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions 1		$60.00

				Program **110000 - Main** Totals		Invoice Transactions 1		$60.00
				Department **11 - Mayor's Office** Totals		Invoice Transactions 1		$60.00
Department **12 - Human Resources**								
Program **120000 - Main**								
Account **53160 - Instruction**								
3560 - First Financial Bank / Credit Cards	9007137036	12 SHRM Conference Fee for C Shaw	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	1,685.00
				Account **53160 - Instruction** Totals		Invoice Transactions 1		$1,685.00
Account **53320 - Advertising**								
3560 - First Financial Bank / Credit Cards	3259755204	12 Job ad (Director of Auditing & Fin Systems	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	133.00
				Account **53320 - Advertising** Totals		Invoice Transactions 1		$133.00
				Program **120000 - Main** Totals		Invoice Transactions 2		$1,818.00
				Department **12 - Human Resources** Totals		Invoice Transactions 2		$1,818.00
Department **19 - Facilities Maintenance**								
Program **190000 - Main**								
Account **53530 - Water and Sewer**								
208 - City Of Bloomington Utilities	200249-001072617	19-City Hall Water and Sewer	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	12.89
208 - City Of Bloomington Utilities	CityHal-June2017	19-City Hall-water/sewer bill June	Paid by Check # 65845	07/12/2017	07/12/2017	07/12/2017	07/14/2017	1,780.55
				Account **53530 - Water and Sewer** Totals		Invoice Transactions 2		$1,793.44
				Program **190000 - Main** Totals		Invoice Transactions 2		$1,793.44
				Department **19 - Facilities Maintenance** Totals		Invoice Transactions 2		$1,793.44
Department **28 - ITS**								
Program **280000 - Main**								
Account **53230 - Travel**								
3560 - First Financial Bank / Credit Cards	B12364	28-Max Stier Air Fare to ESRi Conference	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	500.60
3560 - First Financial Bank / Credit Cards	CR771J	28 - Russ Goodman Air Fare to ESRI Conference	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	655.60
				Account **53230 - Travel** Totals		Invoice Transactions 2		$1,156.20
Account **53910 - Dues and Subscriptions**								
3560 - First Financial Bank / Credit Cards	1965876	28 - Job Posting Website (Sys Admin)	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	249.00
3560 - First Financial Bank / Credit Cards	10994570	28 - Basecamp Project Plan	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	20.00
				Account **53910 - Dues and Subscriptions** Totals		Invoice Transactions 2		$269.00
				Program **280000 - Main** Totals		Invoice Transactions 4		$1,425.20
				Department **28 - ITS** Totals		Invoice Transactions 4		$1,425.20
				Fund **101 - General Fund** Totals		Invoice Transactions 22		$9,415.61
Fund **401 - Non-Reverting Telecommunications**								
Department **25 - Telecommunications**								
Program **254000 - Infrastructure**								
Account **53750 - Rentals - Other**								
12283 - Smithville Communications	401NMrtn-070117	28-401 N. Morton/ACC - Internet 07012017	Paid by Check # 65851	07/12/2017	07/12/2017	07/12/2017	07/14/2017	1,614.27
				Account **53750 - Rentals - Other** Totals		Invoice Transactions 1		$1,614.27
				Program **254000 - Infrastructure** Totals		Invoice Transactions 1		$1,614.27
Program **256000 - Services**								
Account **53150 - Communications Contract**								
12283 - Smithville Communications	401NMrtn-070117	28-401 N. Morton/ACC - Internet 07012017	Paid by Check # 65851	07/12/2017	07/12/2017	07/12/2017	07/14/2017	1,136.00
				Account **53150 - Communications Contract** Totals		Invoice Transactions 1		$1,136.00
				Program **256000 - Services** Totals		Invoice Transactions 1		$1,136.00
				Department **25 - Telecommunications** Totals		Invoice Transactions 2		$2,750.27
				Fund **401 - Non-Reverting Telecommunications** Totals		Invoice Transactions 2		$2,750.27
Fund **450 - Local Road and Street**								
Department **20 - Street**								
Program **200000 - Main**								
Account **53520 - Street Lights / Traffic Signals**								
223 - Duke Energy	1603883019072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	3.90
223 - Duke Energy	1603883014072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	3.17
223 - Duke Energy	1603883010072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	4.18
223 - Duke Energy	1603883015072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	4.33
223 - Duke Energy	4160388301072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	4.84
223 - Duke Energy	5160388301672617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	5.00
223 - Duke Energy	0603883015072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	6.97
223 - Duke Energy	6160388301172617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	5.06
223 - Duke Energy	7060388301072617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	5.18
223 - Duke Energy	7160388301772617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	5.49
223 - Duke Energy	8060388301672617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	5.08
223 - Duke Energy	8160388301272617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	3.89
223 - Duke Energy	9060388301172617	20-Street Lights	Paid by Check # 65848	07/12/2017	07/12/2017	07/12/2017	07/14/2017	3.54
				Account **53520 - Street Lights / Traffic Signals** Totals		Invoice Transactions 13		$60.63
				Program **200000 - Main** Totals		Invoice Transactions 13		$60.63
				Department **20 - Street** Totals		Invoice Transactions 13		$60.63
				Fund **450 - Local Road and Street** Totals		Invoice Transactions 13		$60.63
Fund **451 - Motor Vehicle Highway**								
Department **20 - Street**								
Program **200000 - Main**								
Account **53530 - Water and Sewer**								

208 - City Of Bloomington Utilities	16073002 072617	20-Water/Sewer Services	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	135.67
208 - City Of Bloomington Utilities	13885-002 072617	20-Water/Sewer Services	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	34.73
				Account **53530 - Water and Sewer** Totals		Invoice Transactions 2		$170.40
				Program **200000 - Main** Totals		Invoice Transactions 2		$170.40
				Department **20 - Street** Totals		Invoice Transactions 2		$170.40
				Fund **451 - Motor Vehicle Highway** Totals		Invoice Transactions 2		$170.40
Fund **452 - Parking Facilities**								
Department **26 - Parking**								
Program **260000 - Main**								
Account **53210 - Telephone**								
1079 - AT&T	812334979007-17	26-Pkg Garages-phone charges 6/8-7/7/17	Paid by Check # 65842	07/12/2017	07/12/2017	07/12/2017	07/14/2017	367.98
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$367.98
Account **53530 - Water and Sewer**								
208 - City Of Bloomington Utilities	17195-002072617	26-Parking Garages Water and Sewer	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	37.11
208 - City Of Bloomington Utilities	4448200407261 7	26-Parking Garages Water and Sewer	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	25.68
				Account **53530 - Water and Sewer** Totals		Invoice Transactions 2		$62.79
				Program **260000 - Main** Totals		Invoice Transactions 3		$430.77
				Department **26 - Parking** Totals		Invoice Transactions 3		$430.77
				Fund **452 - Parking Facilities** Totals		Invoice Transactions 3		$430.77
Fund **730 - Solid Waste**								
Department **16 - Sanitation**								
Program **160000 - Main**								
Account **53530 - Water and Sewer**								
208 - City Of Bloomington Utilities	35611-002 072617	16-Utilities	Paid by Check # 65843	07/12/2017	07/12/2017	07/12/2017	07/14/2017	90.59
				Account **53530 - Water and Sewer** Totals		Invoice Transactions 1		$90.59
Account **53540 - Natural Gas**								
222 - Vectren	5019544007051 7	19-Sanitation-gas bill 6/2-7/5/17	Paid by Check # 65854	07/12/2017	07/12/2017	07/12/2017	07/14/2017	50.50
				Account **53540 - Natural Gas** Totals		Invoice Transactions 1		$50.50
				Program **160000 - Main** Totals		Invoice Transactions 2		$141.09
				Department **16 - Sanitation** Totals		Invoice Transactions 2		$141.09
				Fund **730 - Solid Waste** Totals		Invoice Transactions 2		$141.09
Fund **800 - Risk Management**								
Department **10 - Legal**								
Program **100000 - Main**								
Account **53160 - Instruction**								
3560 - First Financial Bank / Credit Cards	7414195	10 FFB Red Cross training/cards	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	459.00
				Account **53160 - Instruction** Totals		Invoice Transactions 1		$459.00
				Program **100000 - Main** Totals		Invoice Transactions 1		$459.00
				Department **10 - Legal** Totals		Invoice Transactions 1		$459.00
				Fund **800 - Risk Management** Totals		Invoice Transactions 1		$459.00
Fund **802 - Fleet Maintenance**								
Department **17 - Fleet Maintenance**								
Program **170000 - Main**								
Account **53990 - Other Services and Charges**								
3560 - First Financial Bank / Credit Cards	219994473	17 - #850 TITLE FEES	Paid by Check # 65850	07/12/2017	07/12/2017	07/12/2017	07/14/2017	15.00
				Account **53990 - Other Services and Charges** Totals		Invoice Transactions 1		$15.00
				Program **170000 - Main** Totals		Invoice Transactions 1		$15.00
				Department **17 - Fleet Maintenance** Totals		Invoice Transactions 1		$15.00
				Fund **802 - Fleet Maintenance** Totals		Invoice Transactions 1		$15.00
				Grand Totals		Invoice Transactions 48		$13,442.77

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
7/28/2017	Claims				970,722.06
7/14/2017	Sp Utility Cks				13,442.77
7/21/2017	Woodlawn Ave				172.50
		Insurance Flex/H.S.A/WorkComp			
					984,337.33

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 **$ 984,337.33**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____