Board of Public Works Meeting

August 8, 2017

AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, August 8, 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 at 3321 N. Valleyview Drive**

IV. CONSENT AGENDA

1. **Approval of Minutes-July 25, 2017**
2. **Resolution 2017-64: Use of City Street for Bloomingfoods Co-Op Vendor Fair (Saturday, 9/9; Rain Date Saturday, 9/16)**
3. **Resolution 2017-65: Reserve Parking Spaces for Garlic and Art Fest (Saturday, 9/2-Sunday, 9/3)**
4. **Resolution 2017-66: Reserve Parking Spaces for MidWay Music Festival (Saturday, 9/9)**
5. **Resolution 2017-67: Use of City Street for Blue Ridge Neighborhood Block Party (Sunday, 9/10; Rain Date Sunday, 9/17)**
6. **Resolution 2017-68: Use of City Street for Bryan Park Neighborhood Block Party (Friday, 8/25; Rain Date Saturday, 8/26)**
7. **Resolution 2017-69: Use of City Street for IU Welcome Back Concert (Saturday, 8/19-Sunday, 8/20)**
8. **Noise Permit Request for Walk to End Alzheimer's (Sunday, 9/24)**
9. **Approve Outdoor Lighting Service Agreement with Duke Energy for E. 7th Street Pedestrian Underpass Lighting Plan**
10. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Approve Public Art Services Contract with Standing Wave LLC at Morton and Walnut Street Garages**
2. **Resolution 2017-70: Request to Encroach into Public Right of Way with Sign at 209 S. College Avenue**
3. **Resolution 2017-71: Request to Encroach into Public Right of Way with Building at 413 S. Walnut Street**
4. **Amend Memorandum of Understanding with JMH Roofing Company to Use Public Right of Way During Repair of AT&T Building**
5. **Amend Memorandum of Understanding with HM Mac to Use Public Right of Way During Construction of the Urban Station**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Board of Public Works
Staff Report

Project/Event:	Permission to Abate Title 6 Violation
Petitioner/Representative:	Housing and Neighborhood Development
Staff Representative:	Matt Swinney
Date:	8/8/2017

Report: 3321 N. Valleyview Drive

11/2/2016 Fine for Trash and Overgrowth

2/21/2017 Fine for Trash and Overgrowth

5/03/2017 Fine for Trash and Overgrowth

7/05/2017 Fine for Trash and Overgrowth

Recommendation and Supporting Justification: See attached Photos

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

City of Bloomington
Housing and Neighborhood Development

On 2/21/17, 5/3/17, 7/5/17, 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 3321 N. Valleyview Dr. 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: 8/8/17 Abatement Approved: (Y/N)

Property Owner: Paul Davis + Luke Davis

Address: 4677 W Harvest Ln

Bloomington, In 47404

Is this a rental? (Y/N)

Agent: _____

Address: _____

Parcel Number: 53-05-20-402-016.000-005

Legal Description: 013-09970-00 Fritz Terrace 4th Lot 297

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 2/21/17 Time 10 am Address/location 3321 N. Valleyview Dr 47404

Issued by: 223

☐ 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#** 37450

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: Please remove all scattered and accumulated trash from the property. Store all other items on the property out of view from public right of way.

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 Paul Davis, Luke Davis
Address 4677 Harvest Ln
City Bloomington State IN
Zip Code 47404

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 5/3/17 Time 3:50 Address/location 3321 N Valley view Dr 47404

Issued by: 223

☐ 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#** 37737

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#** 37738

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: Please remove all accumulated and scattered trash from the Property. Please cut all overgrowth on the property.

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

Owner Name Paul + Luke Davis
Address 4677 W Harvest LN
City Bloomington State IN
Zip Code 47404

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 7/5/17 Time _____ Address/location 3321 N Valley View 47404

Issued by: 223

☐ 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#** 38161

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#** 38162

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: Please remove all accumulated and scattered trash. Please cut all overgrowth on the property including back and side yards.

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 Paul Davis
Address 4677 W Harvest LN
City Bloomington State IN
Zip Code 47404

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: ✓ 7-25-17

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

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, July 25, 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: Norman Mosier – Housing and Neighborhood Development
Michael Arnold – Housing and Neighborhood Development
Chris Wheeler – City Legal
Sean Starowitz – Economic and Sustainable Development
Rick Alexander – Planning and Transportation
Sara Gomez – Planning and Transportation
Daniel Backler – Planning and Transportation
Andrew Cibor – Planning and Transportation
Neil Kopper – Planning and Transportation
Mike Rouker – City Legal
Adam Wason – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

Cox Deckard commended the Animal Care and Control Department for their recent work rescuing a distressed kitten. She encouraged residents to visit the Shelter when considering adding a pet to their family.

PETITIONS & REMONSTRANCES

None

TITLE VI VIOLATIONS

Permission to Abate Property 1912 S. Rogers St.

Norman Mosier, with Housing and Neighborhood Development, presented the request to Abate Property at 1912 S. Rogers St. See meeting packet for further details.

Boatman asked how many notices were given.

Mosier said staff provided three notices and an initial citation with fines. He is unsure if the resident has paid the fines.

Cox Deckard asked if staff is certain the resident received the notices.

Mosier confirmed. The resident's vehicle is often in the driveway.

Boatman made a motion to approve the request to Abate Property at 1912 S. Rogers St. Cox Deckard seconded. The motion passed. Abatement approved.

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 for 7/21/17 in the amount of $392,503.95

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

NEW BUSINESS

Resolution 2017-62: Authorization of Notice by Publication Unsafe Property at 1633 S. Pinestone Ct.

Michael Arnold, with Housing and Neighborhood Development, presented Resolution 2017-62: Authorization of Notice by Publication for Unsafe Property at 1633 S. Pinestone Ct. See meeting packet for further details.

Arnold explained this property had been scheduled for abatement previously. However, the required work had been completed before the abatement was scheduled.

Boatman made a motion to approve Resolution 2017-62: Authorization of Notice by Publication for Unsafe Property at 1633 S. Pinestone Ct. and Resolution 2017-63: Request to Uphold Order to Repair Unsafe Structure at 1633 S. Pinestone Ct., and the request for a warrant of entry. Cox Deckard seconded. The motion passed. Resolution 2017-62 and 2017-63 approved. Warrant of Entry approved.

Resolution 2017-63: Request to Uphold Order to Repair Unsafe Structure at 1633 S. Pinestone Ct.

This item was addressed with the agenda item above.

Resolution 2017-60: Use of City Streets for Nick's English Hut 90th Anniversary Celebration (Saturday, 8/12)

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-60: Use of City Streets for Nick's English Hut 90th Anniversary Celebration (Saturday, 8/12). See meeting packet for further details.

Susan Bright, with Nick's English Hut, explained this will be a street festival celebrating the restaurant's 90th anniversary. She discussed details of the map. She explained that the Trinity Church will have an event between 12:30 p.m. and 1:30 p.m. and asked that the live stage setup occur after those times.

Bright added that Which Which was concerned about food truck placement. However, no food trucks will be present.

Adam Wason, with Public Works, explained staff has coordinated with the Bloomington Police Department and made adjustments accordingly.

Boatman asked how many people are expected.

Bright estimated 1,500 people. She explained this event is free, and the entrance should have no lines. Security will be sure to keep lines moving.

Wason added that staff will continue to coordinate with the Fire and Police Departments to meet all ingress and egress standards.

Cox Deckard asked if the alley is still closed from the Dunn St. side to the cross alley. She was concerned about vehicles attempting to access the cross alley.

Bright explained Nick's staff has experience with keeping event areas clear of lines. Pedestrian traffic from their event would not extend outside of their event.

Boatman made a motion to approve Resolution 2017-60: Use of City Streets for Nick's English Hut 90th Anniversary Celebration (Saturday, 8/12). Cox Deckard seconded. The motion passed. Resolution 2017-60 approved.

Approve the INDOT Inventory of City Streets

Rick Alexander, with Planning and Transportation, presented the INDOT Inventory of City Streets. See meeting packet for further details.

Cox Deckard asked if the alleyways are included.

Alexander said they are not.

Boatman asked if the submittal is electronic.

Alexander confirmed. However, staff will need to include the meeting minutes with the electronic submittal.

Boatman made a motion to approve the INDOT Inventory of City Streets. Cox Deckard seconded. The motion passed. Inventory approved.

Approve the Memorandum of Understanding with Weddle Brothers to Use the Public Right of Way at Kirkwood and Lincoln During Construction of the Graduate Hotel

Andrew Cibor, with Planning and Transportation, presented the Memorandum of Understanding with Weddle Brothers to Use the Public Right of Way at Kirkwood and Lincoln During Construction of the Graduate Hotel. See meeting packet for further details.

Wason commended Cibor and City staff for their efforts in the coordination for this project.

Cox Deckard asked Cibor to give details about the impacted area.

Discussion about details of the map ensued.

Boatman asked where deliveries will exit.

Cibor explained they would pull in and back out on Lincoln St. Flaggers would be in use to ease this process.

Boatman asked about the tree removal.

Cibor explained trees may be removed based on impact and potential traffic disruption.

Cox Deckard summarized the main impacts for the public to be: restricted sidewalk and walkway use on Kirkwood and Lincoln; unavailable parking spaces on Kirkwood, and delays on Lincoln from flagging. She added that the alleyway that runs between this property and the First United Methodist Church property will be inaccessible at times.

Cibor confirmed. He explained there may be some short term requests for utility connections.

Cibor explained the contractor will be responsible for coordinating with the surrounding businesses.

Boatman asked if there were any unresolved staff level issues.

Cibor said there are not.

Wason added that there is opportunity for bi-weekly meetings with the contractor and crews.

Cox Deckard asked if there are any unresolved staff level issues among the contractor's staff.

Kelly Abel, with Weddle Brothers, explained they will need to meet with City staff about ways to minimize the impact on events that have been previously approved.

Boatman asked if the walkway on the south side of Kirkwood will need to be closed, and if the distance was adequate.

Abel explained there is a good distance between the building line and the site enclosure.

Cox Deckard asked if there were any responses to the notices that were given to the surrounding residents or businesses.

Abel said there were no responses. He explained that his staff has agreed to have a weekly progress meeting with the First United Methodist Church staff.

Randy Lloyd, with the Greater Bloomington Chamber of Commerce, expressed his support of the request for use of the right of way.

Boatman requested that staff provide the Board enough time for proper consideration in the future.

Boatman made a motion to approve the Memorandum of Understanding with Weddle Brothers to Use the Public Right of Way at Kirkwood and Lincoln During Construction of the Graduate Hotel. Cox Deckard seconded. The motion passed. Memorandum approved.

Approve the Design Contract Amendment #2 for Preliminary Engineering Services for the Pedestrian Safety and Accessibility at Signalized Intersections Project with AECOM

Neil Kopper, with Planning and Transportation, presented the Design Contract Amendment #2 for Preliminary Engineering Services for the Pedestrian Safety and Accessibility at Signalized Intersections Project with AECOM. See meeting packet for further details.

Boatman asked about the funding for right-of-way services task.

Kopper explained there is more than enough funding for that task, and $8,200 of it would be shifted from the Real Estate Service to the Design Services for use with the amended project. There is not a request for additional funding.

Boatman made a motion to approve the Design Contract Amendment #2 for Preliminary Engineering Services for the Pedestrian Safety and Accessibility at Signalized Intersections Project with AECOM. Cox Deckard seconded. The motion passed. Amendment approved.

Award Contract for the Fire Apparatus Pumper

Mike Rouker, with City Legal, presented the Contract for the Fire Apparatus Pumper Truck. See meeting packet for

further details.

Truck

Boatman made a motion approve the Contract for the Fire Apparatus Pumper Truck. Cox Deckard seconded. The motion passed. Contract approved.

Resolution 2017-61: Sanitation Modernization Fee Schedule

Wason presented Resolution 2017-61: Sanitation Modernization Fee Schedule. See meeting packet for further details.

He thanked Thomas Uher for his efforts with this project.

Boatman asked if yard waste will require stickers.

Wason said they will not. Sanitation crews will possess a Radio-Frequency Identification (RFID) computer system to tally the number of bags used per property. Sticker sales will be cut off upon the implementation of the modernized sanitation program in October. Everyone will receive their new carts in September.

Boatman asked if stolen carts will be a problem.

Wason explained staff anticipates some cart theft. However, each cart is chipped and will be identifiable in the RFID system.

Boatman commented that some residents may benefit from this fee schedule, and others may not.

Wason explained that when this fee schedule is compared to that of other cities, it is fairly low.

Cox Deckard provided a brief recap of the Sanitation Modernization program process. She asked if any pick up days will change.

Wason explained the majority of residents will not experience a change. Crews will try to pick up large items on the normal pickup day for residents for a $10 fee per item. The Economic and Sustainable Development Department provides information about reuse for items on their website.

Cox Deckard asked when additional pickups occur.

Wason said they will only occur on Fridays. Cart lids need to be closed.

Cox Deckard commented that the educational materials will provide more information to residents, including proper placement of carts.

Wason explained materials will be mailed and also provided with the delivery of the carts. This fee will be monthly and added to residents' water bills.

Cox Deckard expressed her appreciation of staff's attempt to stick to the pay-as-you-throw program by allowing citizens to select the size of their waste carts.

Wason explained staff has committed to study ways to implement a system where residents will only pay for waste services on the weeks when they need to dispose of their trash.

Cox Deckard commended the Sanitation crews for their work in the community. She asked when the rates will return to Council for review.

Wason said they would return for review by year three.

Cox Deckard asked if the Board would ever review a change of rate within the scale.

Wason explained the Board does have the authority to do so, if necessary.

Cox Deckard asked who would decide the rates when they return for Council review.

Wason said the Council would.

Boatman asked what color the carts are.

Wason said they will be gray with a gray lid for solid waste, and a yellow lid for recycling. Having color differentiation is important for drivers when performing pickups at 4:30 a.m.

Boatman made a motion to approve Resolution 2017-61: Sanitation Modernization Fee Schedule. Cox Deckard seconded. The motion passed. Resolution 2017-61 approved.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- He thanked Rick Alexander for his years of work with the City. He will retire on July 28th.
- The Animal Shelter has seen an influx in animal intake over the summer. He encouraged residents to seek rescued animals when acquiring new pets. Boatman reminded residents about the opportunity to participate in the foster program for animals.
- He reminded residents to be mindful of road construction workers when driving.

APPROVAL OF CLAIMS

Boatman moved to approve the Claims Register for 7/14/17 – 7/28/17 in the amount of $984,337.33. Cox Deckard seconded the motion. The motion passed. Claims approved.

Boatman clarified that her intention in the motion for the Fire Apparatus Pumper Truck was to award the contract to Fire Service, Inc.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 7:03 p.m.

Accepted by:

_____
Kyla Cox Deckard, President

_____
Kelly Boatman, Vice-president

_____
Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: Bloomingfoods Co Op Vendor Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Natascha Jacob, Marketing Administrator

Date: August 8, 2017

Report: Bloomingfoods Co Op will be hosting their 2nd Vendor Fair on Saturday, September 9, 2017 (rain date September 16, 2017). This event was brought to the Board in April, but the date was rained out. Bloomingfoods has regrouped and is now requesting the use of City property for September 9, 2017 with a rain date of September 16th. In the past the event has been held in the store but now requests the use of Madison Street. This will allow for expansion of the event for members and the community.

They are requesting to close N. Madison Street between W. 6th Street and the east/west alley from 9:00 a.m. until 5:00 p.m. The Vendor Fair will include approximately 15 of their vendors, as well as a DJ, classes, yoga, and food. Set up will begin at 9:00 a.m. and Bloomingfoods Co Op commits to having Madison Street opened by 5:00 p.m. after clean up. The hours of the vendor food fair will be 11:00 a.m. until 3:00 p.m. As part of these events, they have requested a Noise Permit, and included their waste management plan.

This event has been approved by all the following: ESD, Planning & Transportation, BPD, BFD, and Public Works.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-64

BLOOMINGFOODS VENDOR FAIR 2017

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

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

WHEREAS, the Bloomingfoods Co Op is desirous of using City property which includes Madison Street from W. 6th Street to the east/west alley to host a vendor fair, on Saturday, September 9, 2017 (rain date September 16, 2017), and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Madison Street, from W. 6th Street to the east/west alley, shall be temporarily closed to traffic and parking from 9 a.m. to 5:00 p.m. on Saturday, September 9, 2017 (rain date September 16, 2017), with event hours being 11:00 a.m. to 3 p.m. for Bloomingfoods Co Op Vendor Fair.

2. Vendors who have not received explicit authorization from Bloomingfoods Co Op, or their representatives or agents, to participate in the vendor fair shall not be permitted to utilize the closed off areas outlined above for the purposes of performing, displaying, producing or selling items or goods.

3. Bloomingfoods Co Op shall post "no parking" signs on parking meters at least 24 hours in advance of the closing. Temporary “No Parking” signs may be obtained from the City of Bloomington Department of Public Works and shall be affixed as instructed by City Staff.

4. Bloomingfoods Co Op shall be responsible for placement and removal of barricades. Bloomingfoods Co Op is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. Bloomingfoods Co Op agrees to obtain at its own expense and place barricades to close Madison Street from W. 6th Street to the east/west alley not before 9:00 a.m. and to remove barricades by 5:00 p.m. on Saturday, September 9, 2017 (rain date September 16, 2017).

5. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking”

signs posted as part of the event. Cleanup shall be completed by 5:00 p.m. on Saturday, September 9, 2017 (rain date September 16, 2017).

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

7. Bloomingfoods Co Op shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice (at least 48 hours in advance).

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

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

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice- President

_____
Dana Palazzo, Secretary

AGREED TO THIS _____ DAY OF_____, 2017.

BLOOMINGFOODS CO OP

_____
Signature

Aug 8, 2017.

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Natascha Jacob		
Contact Phone:	812-339-4442 ext 113	Mobile Phone:	217-821-6628
Title/Position:	Marketing Administrator		
Organization:	Bloomingfoods Market + Deli		
Address:	316 W 6th St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	Natascha@bloomingfoods.coop		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	812-339-4104

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

see attached page

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:	Saturday, September 9 w/ a built-in rain date of Saturday, September 16	
Time of Event:	Date: 9/9/17 Start: 11:00 AM Date: 9/9/17 End: 3 PM	
Setup/Teardown time Needed	Date: 9/9/17 Start: 9:00 AM Date: 9/9/17 End: 5 PM	
Calendar Day of Week:	Saturday	
Description of Event:	The event is a Local Vendor Fair. We will set up on Madison + 6th next to our West location with tables for 15+ vendors to demo their products. We will also provide entertainment in the form of a DJ, classes, and yoga. We plan to provide food (burgers, brats) for purchase.	
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close): Ø

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 No parking signs @ meters
☐	Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE,** YOU ARE REQUIRED TO SECURE AND ATTACHED THE

FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

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

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

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

☒	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) ✓ The starting point shall be clearly marked ✓ The ending point shall be clearly marked ✓ The number of lanes to be restricted on each road shall be clearly marked ✓ Each intersection along the route shall be clearly identified ✓ A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and ✓ The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
☒	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
☒	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☒ Not applicable
☒	A properly executed Maintenance of Traffic Plan No-Parking Signs @ Meters *Determine if No Parking Signs will be required * Determine if Barricades will be required - 23 Meters total
☒	Noise Permit application ☐ Not applicable
☒	Beer & Wine Permit ☐ Not applicable filing
☒	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. should already have on file
☒	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) filing
☒	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

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 Aug 8
☒	~~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:	Date Approved:	Approved By:
	Economic & Sustainable Development	7.18.17	SS
	Bloomington Police	7.18.17	S. Oldham
	Bloomington Fire	7.20.17	J Johnson
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

Monroe County
munity Corrections
N Madison
West 6th Street
N Morton St
Bline Trail
ss Studio

Board of Public Works
Staff Report

Project/Event: Noise Permit and Reserved Parking for Garlic and Art Fest at Waldron, Hill & Buskirk Park

Petitioner/Representative: Dave Cox

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

Garlic and Art Fest is producing an art and food fair in Waldron, Hill and Buskirk Park. They have requested a noise permit for Saturday, September 2, 2017 from 10:00 a.m. – 10:00 p.m. and Sunday, September 3, 2017 from 10:00 a.m. to 8:00 p.m. so that amplified music may be played. Their reservation of Waldron, Hill and Buskirk Park is pending BPW approval of the noise permit.

They have also requested to reserve 8 parking spaces on Lincoln Street adjacent to the Park for food vendors. The spaces would be reserved from 8:00 a.m. until 6:00 p.m. on Saturday, September 2, 2017 and Sunday, September 3, 2017.

Recommend ☑ Approval ☐ Denial by Sean Starowitz

BOARD OF PUBLIC WORKS
RESOLUTION 2017-65

GARLIC AND ART FESTIVAL

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

WHEREAS, the Garlic and Art Festival is desirous of using eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park from 8:00 a.m. until 6:00 p.m. on Saturday, September 2, 2017 and Sunday, September 3, 2017 in conjunction with a food, music and art Special Event to be held at Waldron, Hill and Buskirk Park; and,

WHEREAS, the Garlic and Art Festival has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City declares that the Garlic and Art Festival may reserve eight (8) parking spaces on the west side of Lincoln Street nearest to the northeast corner of Waldron, Hill and Buskirk Park from 8:00 a.m. until 6:00 p.m. on Saturday, September 2, 2017 and Sunday, September 3, 2017 as part of a special event for the general public.

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

3. Garlic and Art Festival will be responsible for removing all trash, picking up litter and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Sunday, September 3, 2017.

4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

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

6. Garlic and Art Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

7. In consideration for the use of the City's property and to the fullest extent permitted by law, Garlic and Art Festival, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or

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.

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:	GARLIC AND ART FESTIVAL:
_____	_____
Kyla Cox Deckard	Signature
_____	_____
Kelly M. Boatman	Printed Name
_____	_____
Dana Palazzo	Position

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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:	P. David Cox		
Contact Phone:		Mobile Phone:	812-325-9415
Title/Position:	Ex Dir		
Organization:	Gaulic Inc		
Address:	1911 E Winslow		
City, State, Zip:	Bloomington In 47401		
Contact E-Mail Address:	PDICERR@AOL.COM		
Organization E-Mail and URL:	—		
Org Phone No:	812 325-9415	Fax No:	—

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

Organization Name:	Gaulic Inc		
Address:	1911 E Winslow Rd		
City, State, Zip:	Bloomington In 47401		
Contact E-Mail Address:	PDICERR@AOL.COM		
Phone Number:		Mobile Phone:	812 325-9415
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:	Sept 2 & 3 2017			
Time of Event:	Date: 2 Sept	Start: All Day	Date:	End:
Setup/Teardown time Needed	Date:	Start:	Date: 3 Sept	End: 10:00 PM
Calendar Day of Week:	Sat & Sunday			
Description of Event:	Community Art Fair parade live music Kids activities healthy eating			
Expected Number of Participants:	2000	Expected # of vehicles (Use of Parking Spaces to close): 8		

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

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

IF YOUR EVENT IS A **RUN/WALK/PARADE,** YOU ARE REQUIRED TO SECURE AND ATTACHED THE

Waste and Recycling Management Plan Template

Event name: Garlic Fest
Number of expected attendees: 2000
Number of food vendors: 4
Number of other vendors: 25

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

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

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

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

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

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

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

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

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

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

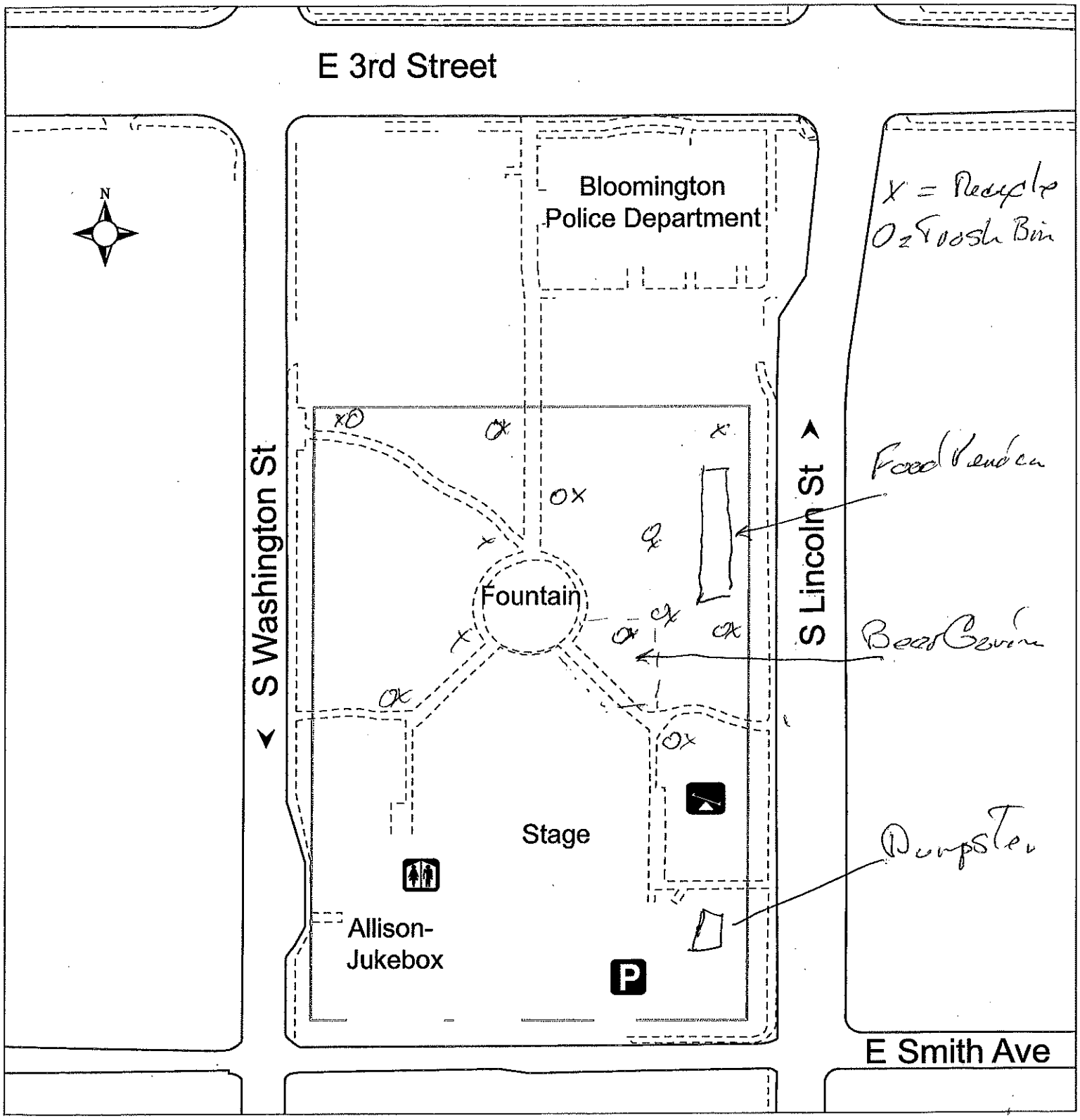
Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

CITY OF BLOOMINGTON
parks and recreation

Third Street Park

331 S Washington Street

Legend
- Restrooms
- Parking
- Shelter
- Playground
- Trail



http://www.bloomington.in.gov/parks 812.349.3700 Monday - Friday 8 AM - 5 PM 0616-08

Board of Public Works
Staff Report

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

Petitioner/Representative: Alexi King, MidWay Music Festival

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

MidWay Music Festival will be hosting their first festival which celebrates and connects female-identifying musicians and artists. Local and state-wide female-fronted performing acts will come together on one entire day to celebrate their achievements and inspire other female musicians to pursue their goals. The event will begin at noon and end at 8:00 p.m. on Saturday September 9, 2017. There will be booths, artistic demonstrations and performances on the Monroe County Courthouse lawn. They are requesting six (6) parking spaces on the northwest side of West 6th Street for the parking of food trucks. They are also requesting a noise permit so that music can be played.

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

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-66

MIDWAY MUSIC FESTIVAL

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

WHEREAS, the MidWay Music Festival is desirous of using six (6) parking spaces on West 6th Street on the northwest corner of the Monroe County Courthouse to park Food Trucks in conjunction with the MidWay Music Festival to be held on the Courthouse lawn; and,

WHEREAS, the MidWay Music Festival has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works (hereinafter "City") declares that the MidWay Music Festival may reserve six (6) parking spaces on West 6th Street on the northwest corner of the Monroe County Courthouse beginning at 9:30 a.m. on September 9, 2017 until 9:00 p.m. for the placement of Food Trucks as part of festival for the general public.

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

3. The MidWay Music Festival will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 9:00 p.m. on September 9, 2017.

4. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 13.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 12:00 noon and 8:00 p.m. on Saturday, September 9, 2017.

5. The MidWay Music Festival shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

6. In consideration for the use of the City's property and to the fullest extent permitted by law, the MidWay Music Festival, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or

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:	MIDWAY MUSIC FESTIVAL:
_____	_____
Kyla Cox Deckard	Signature
_____	_____
Kelly M. Boatman	Printed Name, Title
_____	_____
Dana Palazzo	Date
_____	
Date	

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Alexi King		
Contact Phone:	765-543-8766	Mobile Phone:	
Title/Position:	Producer & Coordinator		
Organization:	MidWay Music Festival		
Address:	350 South Grant Street		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	Alexi.niccole@gmail.com		
Organization E-Mail and URL:	mid.waymusicspeaks@gmail.com		
Org Phone No:		Fax No:	

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

Organization Name:	My Sister's Closet		
Address:	414 South College Avenue		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	director@sisterscloset.com		
Phone Number:	812-333-7710	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:	Saturday, September 9th, 2017	
Time of Event:	Date: Sept. 9th Start: 12 PM Date: Sept. 9th End: 8 PM	
Setup/Teardown time Needed	Date: Sept 9th Start: 9:30 AM Date: Sept 9th End: 9:00 PM	
Calendar Day of Week:	Saturday	
Description of Event:	MidWay Music Festival celebrates & connects female-identifying musicians and artists. Local and state-wide female-fronted performing acts come together for one entire day to celebrate their achievements and inspire other female musicians to pursue their goals. Playing off the festival name "MidWay," the event will begin at 12 PM. From 12 - 8 PM, booths, food vendors, artistic demonstrations & performances, a panel, and more will be held at the Courthouse Lawn and 6th Street. Following the outdoor festival, attendees will continue to enjoy great music by following a map to participating downtown Bloomington venues from 8 – 12 AM [each venue will be centered around a certain genre]. Though this is a first year event, we are confident in its initial success and future growth. MidWay 2017's planning committee includes experienced individuals from several different Bloomington organizations: Alexi King [Monroe Convention Center & Mid-America Radio Group], Sandy Keller [My Sister's Closet], Josh Johnson [MxMW Productions], Rachel Glago [Cardinal Stage Company], Kelsey McCarty [Indiana University Student, Professional Songwriter, & Performer], and Chelsea White [Experienced Festival Planner & Graphic Desiger].	
Expected Number of Participants:	300 - 500	Expected # of vehicles (Use of Parking Spaces to close): 6

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 Aug 8
☐	Approved Parks Special Use Permit (if using a City Park) NA
☐	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

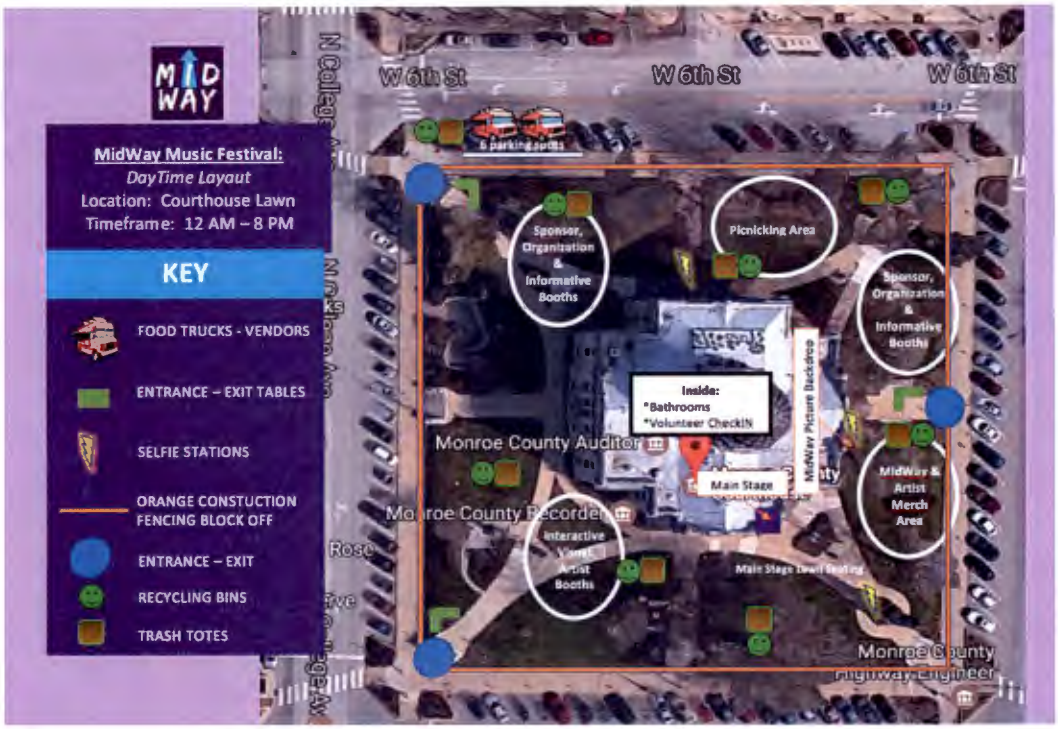
Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development	7.18.17	SS
	Bloomington Police	7.19.17	Oldham
	Bloomington Fire	7.20.17	J. Johnson
	Planning & Transportation	N/A	
	Transit	N/A	
	Public Works		
	Board of Public Works		

Waste and Recycling Management Plan Template

Event name: MidWay Music Festival
Number of expected attendees: 300-500
Number of food vendors: (2)
Number of other vendors: (5)

Designated Waste and Recycling Manager: Patrick Smith (*Facilities Manager, Monroe Convention Center*)
(*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.*



Targeted waste:

Type of waste	Collection plan
Food Waste (paper plates, plastic silverware, etc.)	Staffed recycling bins & waste bins, volunteer cleanup crew to pickup & place throughout the day.
Mixed Paper from Community & sponsor booths	Staffed recycling bins, volunteer cleanup crew to pickup & place throughout the day.
Water bottles, plastic cups, general plastics	Staffed recycling bins, volunteer cleanup crew to pickup & place throughout the day.

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.*

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

DAY OF:
Waste will be collected during the event in (8) trash totes and (8) recycling bins. Volunteers will be placed at the totes and bins in order to direct attendees to the proper waste receptacles. When these bins have been filled, the Waste & Recycling Management volunteer(s) in the area will contact the Waste & Recycling Manager and the bags will be replaced. During the event, full recycling bags will be stored in the closed-off Courthouse Lawn dumpster area on the North Side of the Lawn. Trash totes should accommodate all needs. Following the event, recycling bags will be transferring over to the recycling bins at the Monroe Convention Center. All trash bags and totes will be dropped off and picked up at the Courthouse Lawn on Saturday, September 9th.

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. 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.*

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

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

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

**(MATERIALS STORED ONSITE AT VOLUNTEER CHECKIN)*

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.*

[Waste & Recycling Manager: Patrick Smith - *Facilities Manager, Monroe Convention Center*
Recycling Sponsor: Monroe Convention Center & Downtown Bloomington, Inc.
MidWay Volunteer Coordinator: Kelsey McCarty – *Professional Musician, Songwriter, & Current IU Student*
# of Waste & Recycling Management Volunteers: 8
# of Vendors or Booths who will have Waste Management Signs: ~ 22 (including food vendors & community or sponsor booths)]

Contact Information- Other

7:45	A/V cleanup / tear down.
8:30	Tables, tents, etc. are torn down & picked up.
9:30 - 10:00	Last trash sweep.
10:00	Lawn is completely cleared.

NOTIFICATION TO BUSINESSES & RESIDENTS
August 15, 2017

[Business Name]
[Business Address]

Hello [Business Name],

This letter is to advise you that MidWay Music Festival will be held on September 9th, 2017 on the Courthouse Lawn and 6th Street. The event will begin at 12:00 PM and conclude at approximately 8:00 PM at this outdoor location. We are expecting approximately 300 - 500 attendees this year.

There will be a variety of entertainment and attractions at MidWay; including: musical performances, artistic demonstrations, a panel of music industry professionals, food and alcohol vendors, and informational & interactive booths. From 12:00 - 8:00 PM on September 9th, you should expect to hear amplified music and sound. To save street parking for surrounding businesses, we are publicizing parking for the event in the [these spaces explained below in gray].

MidWay Music Festival celebrates female artistry via promotion, empowerment, and performance opportunities. Included in this envelope are several VIP passes for your enjoyment; we would love to see you join in on the celebration on September 9th.

If you have any questions about MidWay Music Festival, please contact me at: alexi.niccole@gmail.com or 765-543-8766. You may also find more about us via our website [www.midwaymusicfestival.weebly.com] and facebook page [www.facebook.com/MidWayMusicFest]. We look forward to seeing you at the first ever MidWay Music Festival!

King regards,

Alexi King
Producer
MidWay Music Festival 2017

*Several lots will be recommended to all attendees that will encourage them to not take up the street - meter parking (examples: Monroe Convention Center's parking lot, Bunger & Robertson parking lot).

Revised- Use of Parking Spaces Only

Facility Notes:

We will be using the entirety of 6th Street - both lanes above the Courthouse Lawn. The road will be blocked offwith (2) 72" Barricade Type IIIs [ ] placed on either side - in front of the pedestrian crosswalk. The barricades will also be accompanied with a "Road Closed" sign.

We will adding one 16 x 20 stage to the layout on 6th Street. We will be maintaining the cleanliness of the blocked off areas through (8) trash totes and (10) recycling kits spread throughout the facilities during the event.

DAYTIME TIMELINE

8:00	Event Producers, Volunteer Coordinator, & Set Up Crew arrives! Bfast, coffee available.
8:15	Tents, tables, stage arrival, & set up.
8:30	Audiovisual setup begins.
9:00	Sponsors / organizations are able to come & set up their booths / stations. (Recommended setup time = 9 - 11 AM)
10:00	Day Artists check in & soundcheck begins (Each act has designated time slot).
11:00	Day volunteers arrive & receive onsite training.
11:30	Volunteers in place; Food trucks / vendors arrive. Soundcheck ends. Artists head back to hospitality suite to prep for their performances.
11:45	Booths recommended to be in place.
12:00	Guests/attendees begin arriving - "gates open." Activities begin.
12:15	Performances begin.
12:15 - 3:45	Performances continue. 2:45 - 3:45 = [Potentially] One - Song Open Mic.
4:00 - 5:00	Performances pause - Panel discussion begins.
5:00	Announcing of Prize - Winners. Performances resume.
6:05	Small Stage performances come to a close.
6:25	Daytime Headliner at the Main Stage begins.
7:00	Booths free to pack up & go. Food trucks & vendors free to pack up & leave. Clean-up crew arrives & begins final trash pickup.
7:35	All daytime performances end.

MidWay Music Festival:
DayTime Layout
Location: Courthouse Lawn
Timeframe: 12 AM – 8 PM

KEY

- FOOD TRUCKS - VENDORS
- ENTRANCE – EXIT TABLES
- SELFIE STATIONS
- ORANGE CONSTUCTION FENCING BLOCK OFF
- ENTRANCE – EXIT

August 8th

MYSISTE-01 FITZERI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2017

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

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

PRODUCER
Hylant - Bloomington
100 South College Ave, Ste 230
Bloomington, IN 47404

CONTACT NAME: Erin Fitz
PHONE (A/C, No, Ext): (812) 332-4484 FAX (A/C, No): (812) 333-3068
E-MAIL ADDRESS: erin.fitz@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of America	12572
INSURER B : Selective Insurance Co of SE	39926
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
My Sisters Closet
P.O. Box 1182
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	$ 2,000,000
	CLAIMS-MADE X OCCUR			S 1805601	11/27/2016	11/27/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			S 1805601	11/27/2016	11/27/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC 7267871	07/11/2016	07/11/2017	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Bloomington

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Board of Public Works
Staff Report

Project/Event: **Blue Ridge Neighborhood Block Party**

Petitioner/Representative: Blue Ridge Neighborhood Association

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

Blue Ridge Neighborhood Association requests the Board's permission to close a public street to hold a neighborhood block party on Sunday, September 10, 2017 from 3:30 p.m. to 8:00 p.m. with a rain date of Sunday, September 17, 2017.

Pending Board approval, this neighborhood gathering will take place on Oliver Drive between North Ramble Road East and North Ramble Road West. A noise permit is part of the resolution so music may be played during the event.

Recommendation and Supporting Justification: Staff supports the street closure for Blue Ridge Neighborhood Association pending the Maintenance of Traffic Plan (MOT) by Planning and Transportation Department.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-67

BLUE RIDGE NEIGHBORHOOD BLOCK PARTY

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

WHEREAS, the Blue Ridge Neighborhood Association ("Association") is desirous of using East Oliver Drive for a neighborhood block party; and

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

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

1. The City of Bloomington Board of Public Works declares that East Oliver Drive between North Ramble Road West and North Ramble Road East shall be temporarily closed to motor vehicle traffic and parking from 3:30 p.m. to 8:00 p.m. on Sunday, September 10, 2017, for the purpose of staging a neighborhood block party. Rain date is Sunday, September 17, 2017.

2. The Association 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 Association shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Association agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Association agrees to close the street not before 3:30 p.m. on Sunday, September 10, 2017, and to remove barricades and signage by 8:00 p.m. on Sunday, September 10, 2016. In the event of rain, the Association agrees to close the street not before 3:30 p.m. on Sunday, September 17, 2017, and to remove barricades and signage by 8:00 p.m. on Sunday, September 17, 2017.

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

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

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

7. The Association shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans. Clean-up after the event shall be completed by 8:00 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

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

_____
Signature

_____
Printed Name
Blue Ridge Neighborhood Association Member

_____
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:	Debora Shaw		
Contact Phone:	812-331-1322	Mobile Phone:	
Title/Position:	Neighborhood resident		
Organization:	Blue Ridge Neighborhood Association		
Address:	2905 N Bankers Drive		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	shawd@indiana.edu		
Organization E-Mail and URL:	blueridgebloomington@googlegroups.com http://blueridge.bloomington.in.us/		
Org Phone No:	none	Fax No:	none

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 X Block Party ❑ Parade ❑ Other (Explain below in Description of Event)	
Date(s) of Event:	September 10, 2017	
Time of Event:	Date: 9/10/17 Start: 5:00 p.m. Date: 9/10/17 End: 7:00 p.m.	
Setup/Teardown time Needed	Date: 9/10/17 Start: 3:30 p.m. Date: 9/10/17 End: 8:00 p.m.	
Calendar Day of Week:	Sunday	
Description of Event:	Neighborhood picnic	
Expected Number of Participants:	70	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

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

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

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

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

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

8. CHECKLIST

❑	Determine what type of Event
❑	Complete application with attachment ❑ Detailed Map ❑ Proof of notification to businesses/residents (copy of letter/flyer/other) ❑ Maintenance of Traffic Plan ❑ Noise Permit Application (if applicable) ❑ 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: SS
	Bloomington Police	7.27.17	S Oldham
	Bloomington Fire	7.27.17	J. Johnson
	Planning & Transportation		
	Transit	7.27.17	I Patton
	Public Works		
	Board of Public Works		

Waste and Recycling Management Plan Template

Event name: _Blue Ridge Neighborhood Association Picnic_____
Number of expected attendees: _70_____
Number of food vendors: __0_____
Number of other vendors: __0_____

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

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

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

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

Type of waste	Collection plan
Plastic and paper	Recycling in designated containers
Food	Any leftovers shared with participants

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

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

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

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

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

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

NOTICE OF PUBLIC MEETING LETTER – Blue Ridge Neighborhood Picnic & Noise Permit

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 Blue Ridge Neighborhood Association Picnic.

The Board of Public Works meeting to hear this request will be August 8, 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 Blue Ridge Neighborhood Picnic will be on file and may be examined in the Public Works office on the Friday prior to the Tuesday 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: Blue Ridge Neighborhood Association
DATE:

Contact Information- Other

Notification to Residents

To be sent to all residents on Oliver Drive

From: Blue Ridge Neighborhood Association
Date: xxx
Dear Neighbor:
Please be advised that Oliver Drive will be closed to vehicle traffic on Sunday, September 10 (rain date September 17) starting at 3:30 p.m. to set up for the neighborhood picnic. The street will reopen after the picnic, by 8:00 p.m. The closure and temporary waiving of the noise ordinance for the event has been approved by the Bloomington Public Works Department (Resolution 2017-xx).
Hope to see you at the picnic starting at 5:00 p.m.!

Ralf Shaw
shawd@indiana.edu
812-331-1322

Detailed Map

Board of Public Works
Staff Report

Project/Event: **Bryan Park Neighborhood Block Party**

Petitioner/Representative: Bryan Park Neighborhood Association

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

Bryan Park Neighborhood Association requests the Board's permission to close a public street to hold their annual neighborhood block party on Friday, August 25, 2017 from 5:00 p.m. to 10:00 p.m. to allow for set up and tear down, with a rain date of Saturday, August 26, 2017. The actual party will run from 6:00 p.m. until 9:00 p.m.

Pending Board approval this event will be the 15th consecutive year that the neighborhood gathering will take place on South Palmer Avenue between East Driscoll Drive and East Grimes Lane. A noise permit is part of the resolution so music may be played during the event.

Recommendation and Supporting Justification: Staff supports the street closure for Bryan Park Neighborhood Association pending the Maintenance of Traffic Plan (MOT) by Planning and Transportation Department.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-68

BRYAN PARK NEIGHBORHOOD BLOCK PARTY

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

WHEREAS, the Bryan Park Neighborhood Association ("Association") would like to have the City close a portion of South Palmer Avenue between East Driscoll Drive and East Grimes Lane for their annual neighborhood block party; and

WHEREAS, the City of Bloomington encourages and values activities such as block parties as a way for residents to interact and get to know their neighbors and therefore would like to close a portion of South Palmer Avenue between East Driscoll Drive and East Grimes Lane for this Association's annual neighborhood block party.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that South Palmer Avenue between East Driscoll Drive and East Grimes Lane, shall be temporarily closed to motor vehicles from 5:00 p.m. until 10:00 p.m. on Friday, August 25, 2017, with a rain date of Saturday, August 26, 2017, so that the Association may stage its annual neighborhood block party.

2. The Association 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 Association shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Association agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Association agrees to close the street not before 5:00 p.m. on Friday, August 25, 2017, and to remove barricades and signage by 10:00 p.m. on Friday, August 25, 2016. In the event of rain, the Association agrees to close the street not before 5:00 p.m. on Saturday, August 26, 2017 and close the street no later than 10:00 p.m. Saturday August 26, 2017.

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

5. The Association 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 Association 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 and/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 10:00 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS	BRYAN PARK NEIGHBORHOOD ASSOCIATION
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice President	Printed Name and Title
_____	_____
Dana Palazzo, Secretary	Date:

CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Jon Lawrence		
Contact Phone:	812-650-2810	Mobile Phone:	
Title/Position:	Executive Committee Member		
Organization:	Bryan Park Neighborhood Association		
Address:	525 E Grimes Lane		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	jontlawrence@gmail.com		
Organization E-Mail and URL:	bryanparkna@gmail.com		
Org Phone No:		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:	A/U		
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:	8/25/2017 with rainout date of 8/26/2017	
Time of Event:	Date: 8/25/17 Start: 6pm Date: 8/25/17 End: 9pm	
Setup/Teardown time Needed	Date: 8/25 Start: 5pm Date: 8/25 End: 10pm	
Calendar Day of Week:	Friday (or Saturday)	
Description of Event:	Annual Block party (15 years running). Using Palmer Street between Grimes Lane and E. Driscoll Lane. There will be a band. The neighborhood association will cook burgers supplied by Nick's and neighbors bring food for pitch-in. We block Palmer at both ends with barricades and also park cars at each end as an additional precaution.	
Expected Number of Participants:	200	Expected # of vehicles (Use of Parking Spaces to close): 3

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

July 21, 2017

Dear Neighbor,

The Bryan Park Neighborhood Association is planning their annual block party for **Friday, August 25 from 6 - 9pm**. The event will take place on South Palmer Avenue between East Grimes Lane and East Driscoll Drive. In case of rain, we will be holding the party the next day, Saturday, August 26, same time and place. During the party, the street will be blocked so that traffic cannot enter.

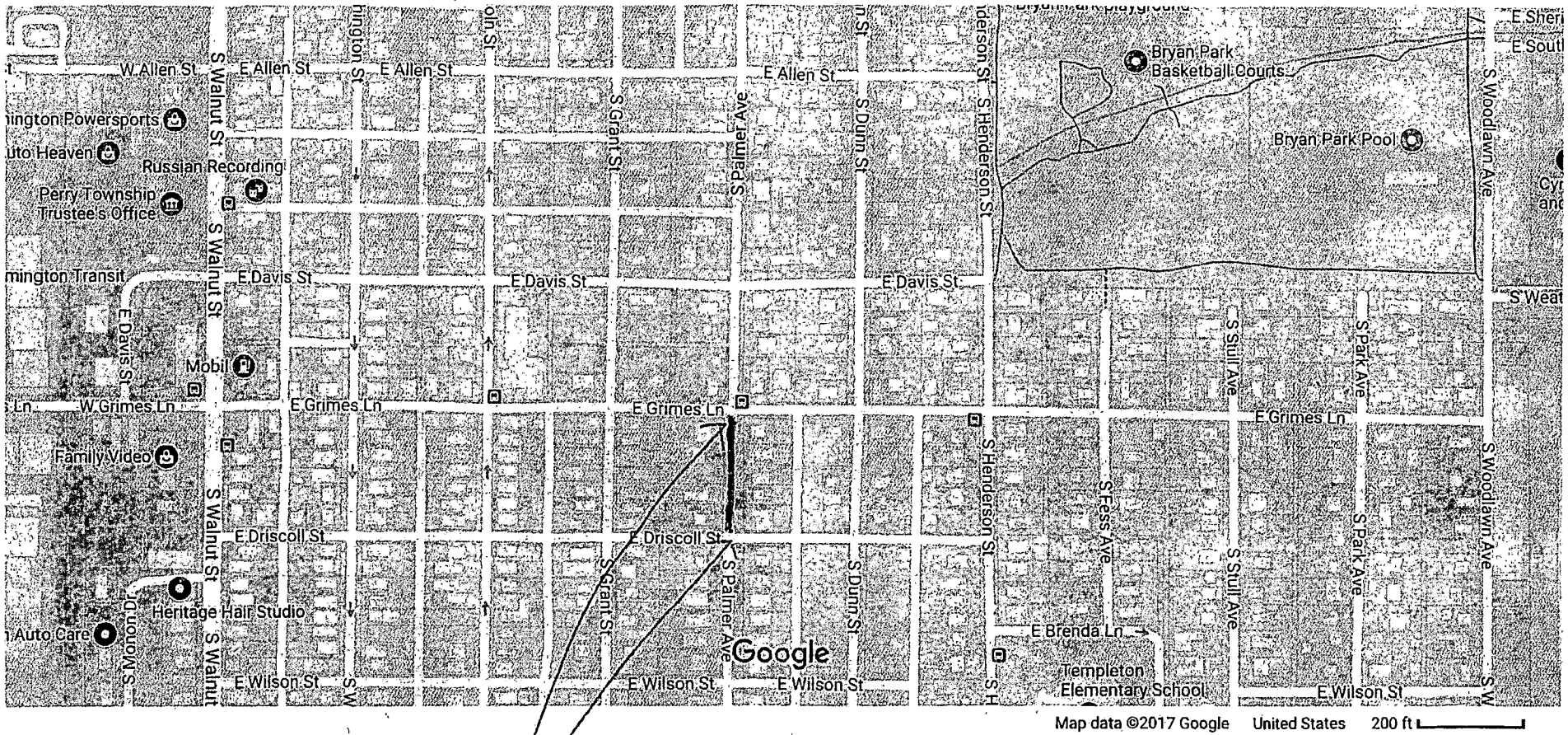
In order to block a city street, the neighborhood association needs permission from the City of Bloomington's Board of Public Works. This item will be on their agenda in the next several weeks.

We look forward to another great party! The neighborhood association appreciates the use of this wonderful block in our neighborhood. This will be our eleventh year of closing a neighborhood street in the fall. We will work hard to make sure that when the party is over you won't know we had been there!

Regards,

Loree Steinmetz
Executive Committee Member
Bryan Park Neighborhood Association
bryanparkna@gmail.com

Google Maps



barricades

Board of Public Works
Staff Report

Project/Event: Union Board Block Party and Concert

Petitioner/Representative: IU Union Board

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

Event Date: August 19, 2017

The IU Union Board is requesting the closure of E. 13th Street between N. Fee Lane and N. Walnut Grove from 8:00 a.m. Friday, August 18 thru Sunday, August 20th at 1:30 a.m. for a concert and block party to welcome students back to school.

Insurance showing the City, as additionally insured, will be provided. IU has held this event in the past and the area is on campus; however, 13th Street is a city street. A noise waiver has also been included in the request.

IUPD has been notified by the petitioner and supports the request.

Staff recommends approval of the request.

BOARD OF PUBLIC WORKS
RESOLUTION 2017-69

IU WELCOME BACK BLOCK PARTY AND CONCERT

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

WHEREAS, IU Union Board has requested use of city streets to conduct a block party and concert for students; and

WHEREAS, IU Union Board 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 may be utilized: E. 13th Street between N. Fee Lane and N. Walnut Grove.

2. The street closures outlined above are for the purposes of allowing IU Union Board to provide an event of high quality that is mutually beneficial to participants and the community on Saturday, August 19, 2017 and Sunday, August 20, 2017.

3. IU Union Board shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Union Board agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Union Board agrees to close the streets not before 8:00 a.m. on Friday, August 18, 2017, and to remove barricades and signage by 1:30 a.m. on Sunday, August 20, 2017.

4. The sponsors shall be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 1:30 a.m. on Sunday, August 20, 2017.

5. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.

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

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

8. In consideration for the use of the City's property and to the fullest extent permitted by law, IU Union Board, 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.

9. _____, 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:	**IU UNION BOARD**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice President	Printed Name
_____	_____
Dana Palazzo, Secretary	Position
_____	_____
Date	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:	Angel Flower		
Contact Phone:	812-855-6367	Mobile Phone:	216-224-5003
Title/Position:	Activities & Events Program Advisor		
Organization:	Indiana University – Indiana Memorial Union		
Address:	900 E. 7th Street		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	ahflower@indiana.edu		
Organization E-Mail and URL:	www.unionboard.org		
Org Phone No:		Fax No:	

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

Organization Name:	Residential Programs & Services		
Address:	801 N. Jordan		
City, State, Zip:	Bloomington, IN, 47405		
Contact E-Mail Address:	connorp@indiana.edu		
Phone Number:		Mobile Phone:	
	Department oversees residential campus and approves sound		
Organization Name:	University Events – Doug Booher		
Address:	1211 E 7th Street		
City, State, Zip:	Bloomington, IN, 47405		
E-Mail Address:	dbooher@indiana.edu		
Phone Number:	812-855-7980	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:	8/19/2017 – street closure to begin 8/18 and end 8/20	
Time of Event:	Date: 8/19/2017 Start: 7:00PM Date: 8/20/2017 End: 1:30AM	
Setup/Teardown time Needed	Date: 8/18/2017 Start: 8:00AM Date: 8/20/2017 End: 1:30AM	
Calendar Day of Week:	Friday-Sunday	
Description of Event:	Welcome Back event for IU students to include a three act lineup concert. Activities begin at 7PM before the gates to the concert open. The event is closed to IU Students only and will be staffed by ESG and managed by University Events. Event is in its 5th year and provides a late night alternative for the IU students. The road closure is for service vehicles to park and to run hoses to provide potable water for attendees – have been in contact with Rachel Atz from the City of Bloomington.	
Expected Number of Participants:	5000	Expected # of vehicles (Use of Parking Spaces to close):

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

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

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

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

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

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

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

8. CHECKLIST

❑	Determine what type of Event
❑	Complete application with attachment ❑ Detailed Map ❑ Proof of notification to businesses/residents (copy of letter/flyer/other) ❑ Maintenance of Traffic Plan ❑ Noise Permit Application (if applicable) ❑ 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		

Waste and Recycling Management Plan Template

Event name: _____
Number of expected attendees: _____
Number of food vendors: _____
Number of other vendors: _____

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

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

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

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

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

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

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

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

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

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

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

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 Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. 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.

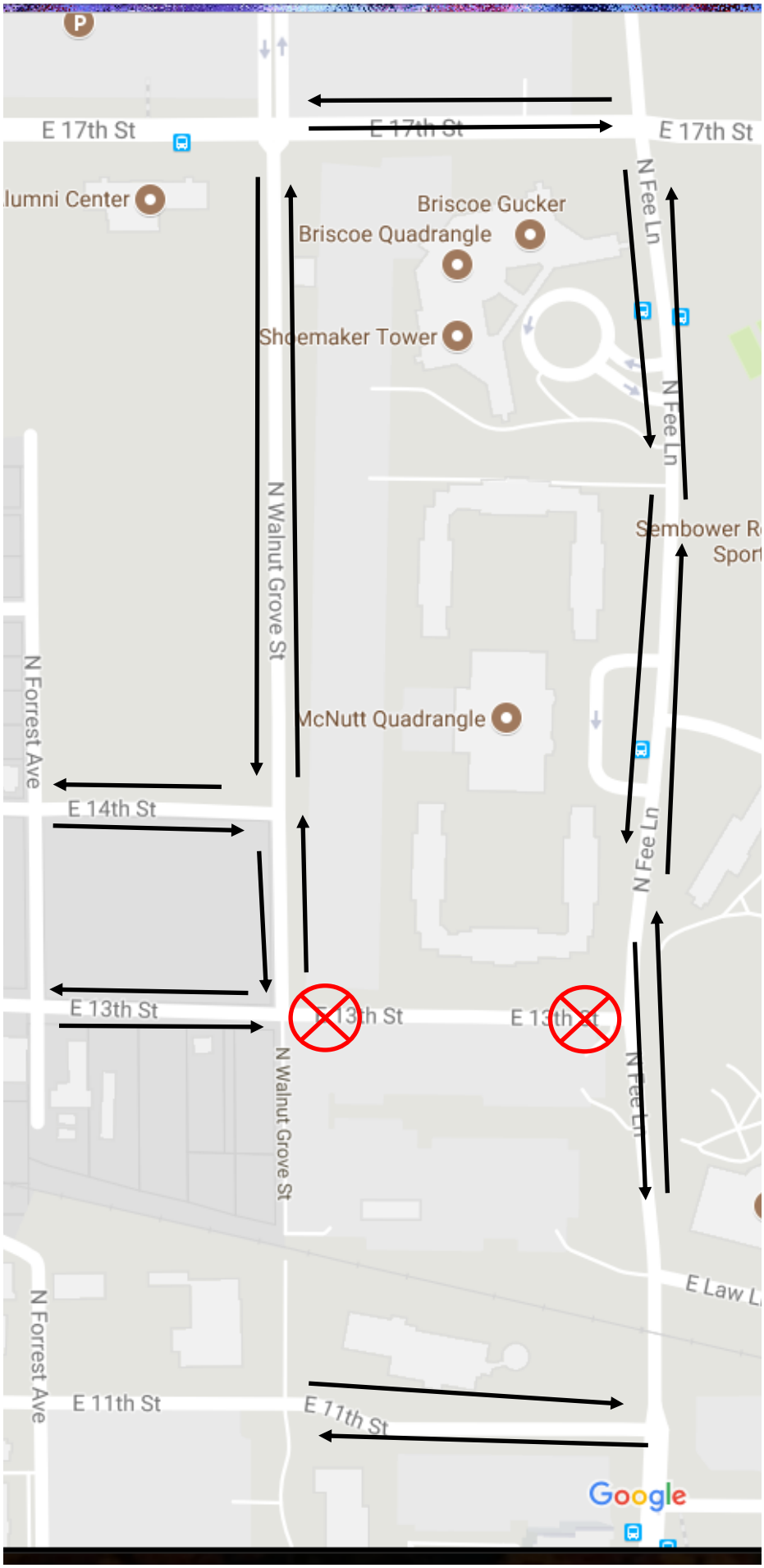
The proposal for _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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:
DATE:

Contact Information- Other			
	Location	**Contact**	**Phone Number**
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546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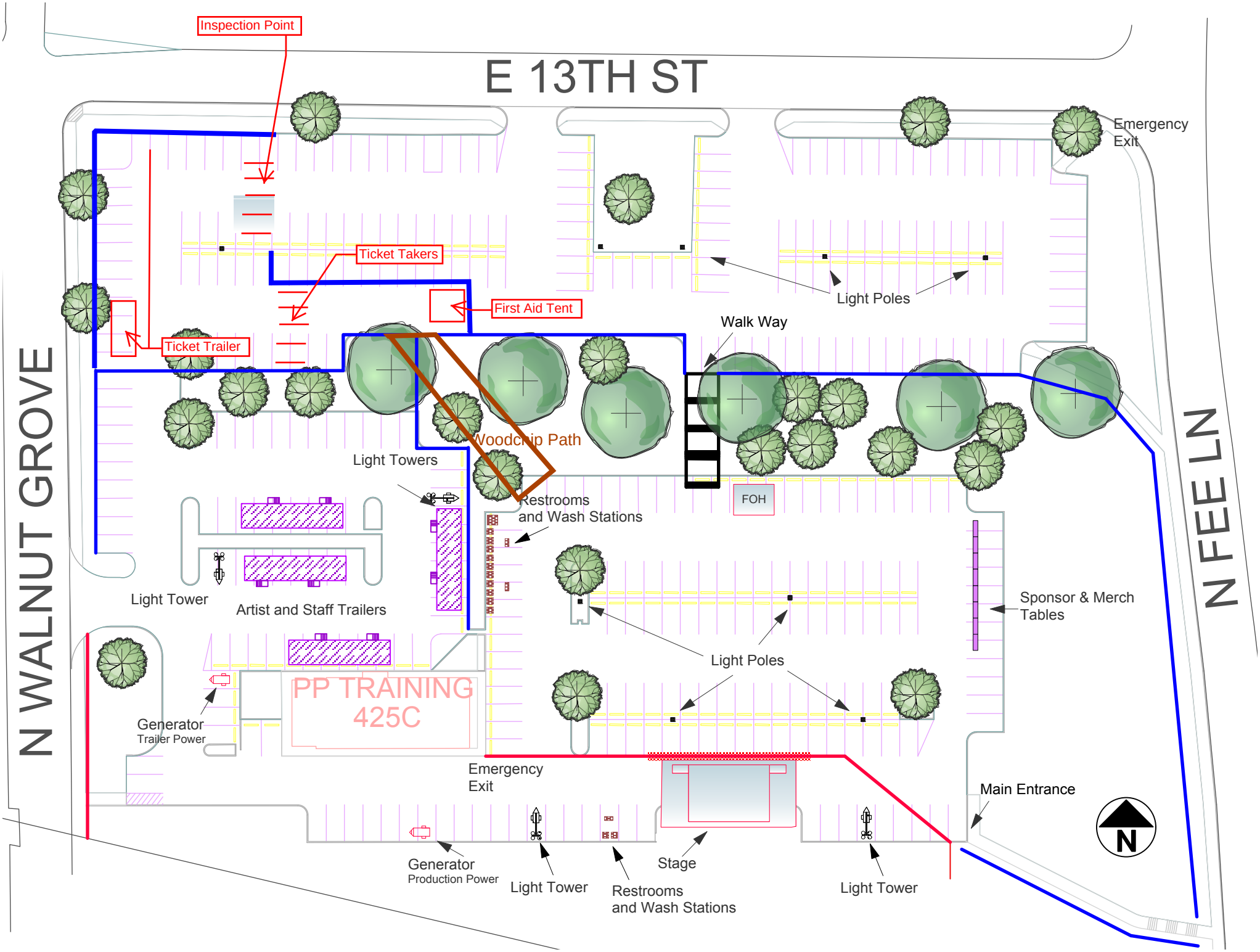
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Ticket Takers
First Aid Tent
Light Poles
Walk Way
Ticket Trailer
N WALNUT GROVE
Woodchip Path
Light Towers
Restrooms and Wash Stations
FOH
N FEE LN
Light Tower
Artist and Staff Trailers
Sponsor & Merch Tables
Light Poles
PP TRAINING 425C
Generator
Trailer Power
Emergency Exit
Main Entrance
N
Generator
Production Power
Light Tower
Restrooms and Wash Stations
Stage
Light Tower

IU Welcome Week 2016
Production Schedule

As of 8/11/2016

Monday, August 15thth

8:00am		Parking lot closure notice signs go up

Thursday, August 18th

Midnight		Parking Lot Closes
6:00am	12:00pm	Parking Blocks Removed
7:00am	2:00pm	Tyson onSite - Office Trailers Delivered
8:00am	12:00pm	Athletics Deliver - Dumpsters/Trash Cans/Barricades/Cable Ramps
8:00am	12:00pm	Athletics - Ticket Trailer Delivered
8:00am	12:00pm	MacAllister Rentals - Forklift, Boom Lift & Light Towers Delivered
8:00am	5:00pm	Fence Setup Begins
8:00am	5:00pm	Southside Rental - Tents/Tables/Chairs Delivered
1:00pm	5:00pm	Physical Plant - Generators Delivered
1:00pm	6:00pm	Stage Arrives/Setup

Friday, August 19th

8:00am	5:00pm	Finish Fence Installation
8:00am	8:00pm	Port-a-Johns Delivered
9:00am	1:00pm	Load in Production - Sound/Lighting/Video
10:00am	1:00pm	Waterstation Hookup
9:00am	12:00pm	ESG Deliver Barricade
1:00pm	2:00pm	Stagehand Meal Break
2:00pm	6:00pm	Load in Production - Sound/Lighting/Video
6:00pm		Break Stagehands
8:00pm	12:00am	Zhu - Programming Lights

Saturday, August 20th

10:00am		Colortyme Furniture Delivery - UB Stall will meet for delivery	
1:00pm		Stagehand Call	
1:00pm	2:30pm	Stage Prep for Sound Checks	
1:00pm	6:00pm	Carnival Vendors Arrive/Setup	
2:30pm	4:00pm	ZHU Sound Check	
4:00pm	5:00pm	MAX Sound Check	
5:00pm	6:00pm	Kiiara Sound Check	
6:00pm	6:30pm	Meal Break	
6:30pm		Stage Hands (Show Call)	
6:30pm	7:00pm	Matsu Sound Check	
7:00pm		**Carnival Start**	Upper Lot
7:00pm	10:00pm	**Matsu**	Music for Carnical & Walk In
9:00pm	10:00pm	Doors	
10:00pm	10:45pm	**MAX**	45 Mn
			15 min Set Change
11:00pm	11:45pm	**Kiiara**	45 Min
			15 min Set Change
12:00pm	1:00am	**Zhu**	60 Min
1:00am		**Carnival End**	Upper Lot
1:00am		Walk Out	
1:00pm		Begin Strike	
5:00am		Est. Strike End Time	

IU Welcome Week 2016
Production Schedule

As of 8/11/2016

Sunday, August 21st

8:00am	5:00pm	Fence Removed
8:00am	5:00pm	Pickup Tents/Tables/Chairs
11:00am	3:00pm	Stage Strike
??		Colortyme Furniture Pickup
??	??	Reinstall Parking Barricades
8:00pm		Parking Lot Reopens

Monday, August 2nd

7:00am	5:00pm	Office Trailer Pickup
8:00am	5:00pm	Generator Pickup
8:00am	5:00pm	Barricade/Trash Can/Dumpster/Cable Tray Pickup
8:00am	5:00pm	Forklift & Light Tower Pickup

Board of Public Works
Staff Report

Project/Event: Noise Permit for Walk to End Alzheimer's

Petitioner/Representative: Alzheimer's Association

Staff Representative: Sean Starowitz

Meeting Date: August 8, 2017

Report: The Alzheimer's Association is requesting a Noise Permit from 9:00 a.m. – 5:00 p.m. on Saturday, September 24, 2017 for their Walk to End Alzheimer's event which will take place in Bryan Park.

Parks and Recreation has given permission to use the park pending approval of this Noise Permit request.

Recommendation and Supporting Justification: Charity event open to the general public.

Recommend **X Approval** ☐ **Denial** Sean Starowitz

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:	Walk to End Alzheimer's			
Location of Event:	Bryan Park, Woodlawn Shelter			
Date of Event:	9/24	Time of Event:	Start: 9:00 (setup)	
Calendar Day of Week:	Sunday		End:5:00(teardown)	
Description of Event:	The Bloomington Walk to End Alzheimer's takes place in Bryan Park on Sept. 24th. Participants can walk either the 1 or 3 mile routes honoring those who are impacted by the disease			
Source of Noise:	☐ Live Band	☐ Instrument	☒ Loudspeaker	Will Noise be Amplified? ☒Yes ☐No
Is this a Charity Event?	☒Yes ☐ No	If Yes, to Benefit: Alzheimer's Association		

Applicant Information

Name:	Kyle Davern		
Organization:	Alzheimer's Association	Title:	Development Specialist
Physical Address:	50 East 91st Street, Suite 100, Indianapolis, IN 46240		
Email Address:	kdavern@alz.org	Phone Number:	317-587-2238
Signature:		Date:	7/19/17

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

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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:	Kyle Davern		
Contact Phone:	317-587-2238	Mobile Phone:	812-764-8059
Title/Position:	Development Specialist		
Organization:	Alzheimer's Association		
Address:	50 East 91st Street, Suite 100		
City, State, Zip:	Indianapolis, IN 46240		
Contact E-Mail Address:	kdavern@alz.org		
Organization E-Mail and URL:	Alz.org/Indiana		
Org Phone No:	317-575-9620	Fax No:	317-582-0669

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

Organization Name:	Garden Villa		
Address:	1100 South Curry Pike		
City, State, Zip:	Bloomington, IN 47403		
Contact E-Mail Address:	jlewis@gardenvillahealth.com		
Phone Number:	812-340-5610	Mobile Phone:	
Organization Name:	B97		
Address:	304 State Road 446		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	kim@artisticradio.net		
Phone Number:	812-336-8000 ext 12	Mobile Phone:	
Organization Name:	News Talk 96.1		
Address:	120 West 7th Street, Suite 400		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	Karen@wgclradio.com		
Phone Number:	812-332-3366 ext 119	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 24th, 2017			
Time of Event:	Date: 9/24	Start: 12:00	Date: 9/24	End: 3:00
Setup/Teardown time Needed	Date: 9/24	Start: 9:00	Date: 9/24	End: 5:00
Calendar Day of Week:	Sunday			
Description of Event:	The Bloomington Walk to End Alzheimer's takes place in Bryan Park on Sept. 24th. Participants can walk either the 1 or 3 mile routes honoring those who are impacted by the disease			
Expected Number of Participants:	850	Expected # of vehicles (Use of Parking Spaces to close):		

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

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

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

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

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

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

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

8.
CHECKLIST

❑	Determine what type of Event
❑	Complete application with attachment ❑ Detailed Map ❑ Proof of notification to businesses/residents (copy of letter/flyer/other) ❑ Maintenance of Traffic Plan ❑ Noise Permit Application (if applicable) ❑ 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		

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 Alzheimer's Association of Greater Indiana.

The Board of Public Works meeting to hear this request will be August 8th, 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 Alzheimer's Association of Greater Indiana will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) 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: Kyle Davern, Alzheimer's Association
DATE: 7/19/17

Contact Information- Other

Waste and Recycling Management Plan Template

Event name: Walk to End Alzheimer's
Number of expected attendees: 850
Number of food vendors: Donated from sponsor
Number of other vendors: Sponsors with Marketing Tables

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON
parks and recreation

Mailing Address
Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812-349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

Allison-Jukebox Community Center
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

Maintenance, Landscaping & Cemetery Operations
(812) 349-3498

Urban Forestry
(812) 349-3716

Date: June 16, 2017

Dear Applicant:

We are pleased to inform you, the request for a Special Use Permit has been approved for the following event/facility/date:

Walk to End Alzheimer's

Bryan Park/Woodlawn Shelter

September 24, 2017 - 7:00a.m. - 7:00p.m. (including set-up and tear-down)

Special Notes:

Certificate of Insurance and security company information will need to be provided. These should be submitted to this office, along with payment not later then, ***September 11, 2017***. Note: tents must be securely weighted down on all sides. Staking of items is not permitted in the park. Contact Christina Smith with the Planning Department to determine if a noise permit is necessary.

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event, specifically as it relates to items #6, 8, 10, 11, and 12 under Use, Security, Safety.

Attached is an invoice for your event permit. Payment is due at least ten (10) working days prior to your event.

Please feel free to contact me should you have further questions.

Sincerely,

Kim Clapp

Kim Clapp
Office Manager

Encl. Permit Packet

Cc: Community Events Staff
Board of Public Works
Bloomington Police Department
Operations Division

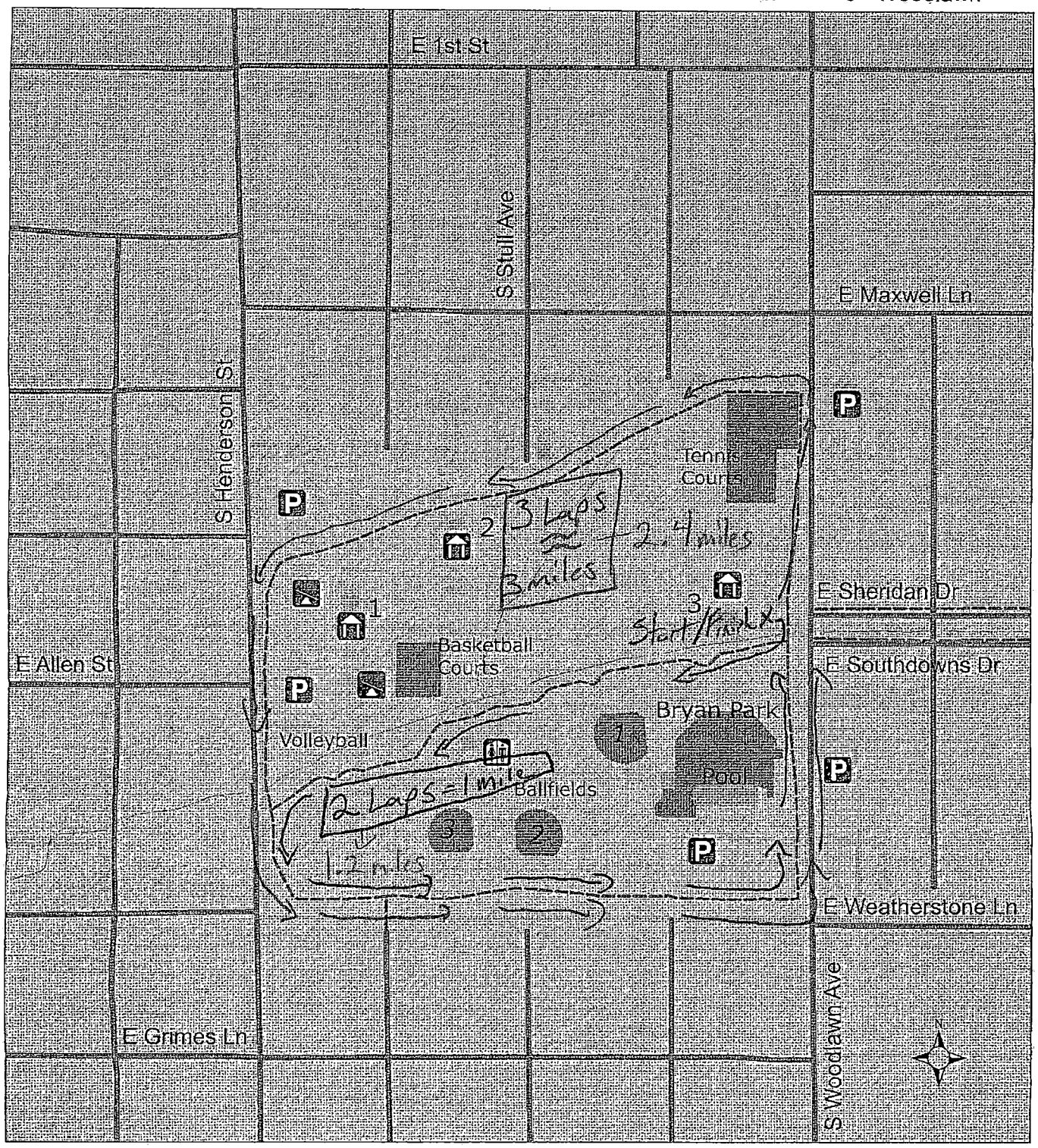
CITY OF BLOOMINGTON
parks and recreation

Bryan Park

1001 S Henderson Street

Legend
- Restrooms
- Parking
- Shelter
- Playground
- Trail

Shelters
1 - Henderson
2 - North
3 - Woodlawn



http://www.bloomington.in.gov/parks

812.349.3700 Monday - Friday 8 AM - 5 PM

04-21-2015

Board of Public Works
Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: August 8, 2017

Department of Public Works (DPW) received a request for additional street lighting on the west and east side of the pedestrian underpass located at E. 7th Street and State Road 45/46 Bypass. Staff has determine that additional lighting is warranted to effectively illuminate the public right-of-way along the pedestrian pathway.

The lighting plan consists of five (5) 70 watt LED full cut off Roadway style fixtures mounted on wooden poles. The City has elected lease Option A on the agreement which is a onetime lump sum for equipment costs in the amount of $9,611.59. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights and traffic signals will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Staff recommends approval of the Outdoor Lighting Service Agreement with Duke Energy for additional streetlights along the pedestrian pathway at E. 7th Street and State Road 45/46 Bypass.

Recommendation: ☑ Approve Outdoor Lighting Service Agreement by ***Christina Smith***

Agreement Information	Equipment, Energy and Maintenance			BL-20440868		07/27/2017
	Agreement Coverage			*Agreement Number*		*Current Date*
03302795	136789	75115	S450	V742	OLEIN	SULP
Customer Account Number	*Request Number*	*Corp.*	*CP Center*	*LOC*	*Work Code*	*Rate Code*

OUTDOOR LIGHTING SERVICE AGREEMENT

DUKE ENERGY. **DE Indiana**

1000 East Main Street, Plainfield , IN 46168

Business Name				This Agreement has an Initial Term by Customer.
Customer Name	City of Bloomington			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues, with annual renewals, until either party terminates with written notice to the other party.
Service Address	E 7th St			
Service Address				
Service City, State, Zipcode	Bloomington	IN	47408	
Mailing Name				Notes:
Mailing Business Name				
Mailing Address	PO Box 1216			
Mailing Address				
Mailing City, State, Zipcode	Bloomington	IN	47402	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 10/25/2017
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM.	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly TOTAL	TOTAL NUMBER OF LIGHTS In Project	*ESTIMATED SYSTEM CHARGE TOTAL DURING INITIAL TERM	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	$9,611.59	$11.51	$5.30	5	$16.81	$3.36	$3.36
Option B - 1 Year Agreement Initial Term	$837.62	$11.51	$5.30	5	$854.43	$170.89	$3.36
Option C - 3 Year Agreement Initial Term	$286.98	$11.51	$5.30	5	$303.79	$60.76	$3.36
Option D - 5 Year Agreement Initial Term	$194.71	$11.51	$5.30	5	$211.52	$42.30	$3.36
Option E - 7 Year Agreement Initial Term	$156.17	$11.51	$5.30	5	$172.98	$34.60	$3.36
Option F -10 Year Agreement Initial Term	$128.26	$11.51	$5.30	5	$145.08	$29.02	$3.36

*Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superceded by the METERED usage and charges. See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) [A] **DECLINE** [ ]

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	**AND**	**Customer / Representative**
Signature	Craig Barker	Signature	
Printed Name	Craig Barker	Printed Name	
Date	07/27/2017	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hhereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

ITEM #	LUMINAIRE STYLE DESCRIPTION HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KW H EA	MAINT/OPER-ATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	70W-6261 LUMENS-STD LED BLACK-TYPE III 4000K	6,261	70	0.07	280	$2.30	$1.06	5	$16.81
SECTION I - A - TOTALS					*ESTIMATED MONTHLY TOTAL COST				$16.81

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh $ 0.045387 Rate Effective Date 09/14/2009 Estimated Annual Burn Hours 4000

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.

b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).

c. Annual kWh divided by twelve (12) months equals monthly kWh.

d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE INFORMATION - MONTHLY COSTS ARE INCLUDED WITH LUMINAIRES

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	35 FT WD CL5 (0050123122)	1
2	30 FT Wd, Class 7 (50123121)	4
TOTAL NUMBER OF POLES		5

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.

2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.

2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.

2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST CALCULATION - See Page 1

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulaorty entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement.The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(*i.e.*,owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (*e.g.*, metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

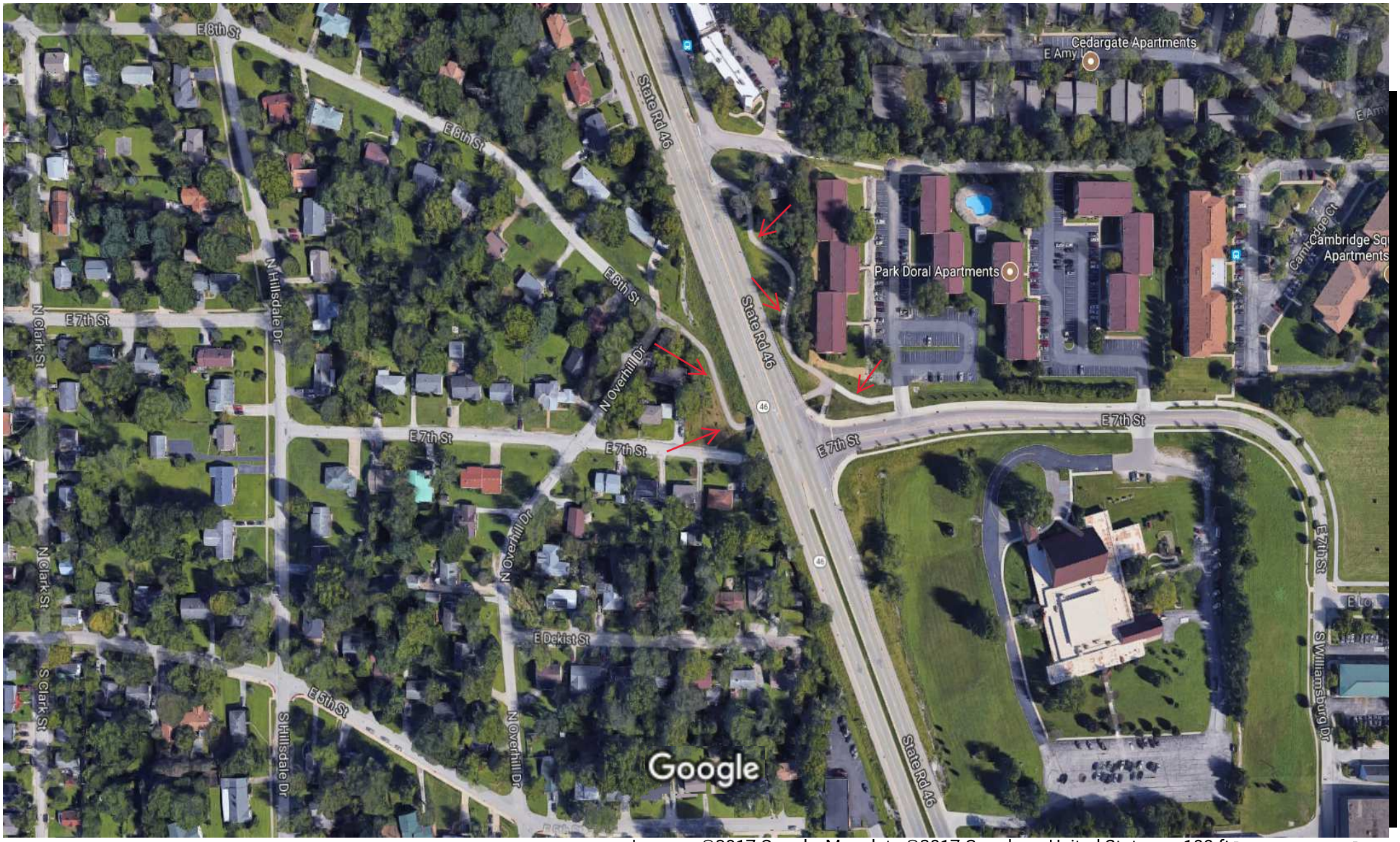
12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Imagery ©2017 Google, Map data ©2017 Google United States 100 ft

Legend

→ Proposed Light Locations

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/4/2017	Payroll				394,409.99
					394,409.99

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 **$ 394,409.99**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

Kyla Cox Deckard
President

Kelly Boatman
Vice-President

Dana Palazzo
Secretary

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event: ESD/Public Works Garage Project

Petitioner/Representative: Economic and Sustainable Development

Staff Representative: Sean M. Starowitz

Meeting Date: August 8th, 2017

Public Works in collaboration with the Department of Economic and Sustainable Development will be collaborating with nationally recongized public artist Justus Roe to complete a large scale public art installation on theinterior and exterior of the Morton Street and Walnut Street Parking Garages. This project is part of a beautification effort of the City Parking Garages by Mayor John Hamilton.

The installation is slated for completion before October 14th, 2017.

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

CONTRACT FOR PUBLIC ART SERVICES
BETWEEN
CITY OF BLOOMINGTON
AND
STANDING WAVE LLC

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington ("City") and Standing Wave LLC ("SW") (collectively, the "Parties"), WITNESSETH THAT:

WHEREAS, the City owns a parking garage on Walnut Street (Lot 2, located at 300 North Walnut Street) and on Morton Street (Lot 7, located at 208 North Morton Street), in Bloomington, Indiana; and

WHEREAS, the City desires to have original abstract artwork painted on the interior and exterior walls of the two (2) garages identified above ("Garage Art"); and

WHEREAS, SW is qualified, experienced, and capable of painting the Garage Art at the garages and desires to do so pursuant to the terms of this Agreement.

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

Article 1. Responsibilities of SW:

SW shall provide services as set forth in **Exhibit 1**, Scope of Services. **Exhibit 1** is attached hereto and incorporated herein by reference as though fully set forth.

SW will perform all services and furnish all supplies, material and equipment as necessary for the design and installation of the Garage Art. SW shall complete the installation of the Garage Art on or before October 13, 2017, unless the parties mutually agree to a later completion date.

Upon completion of the Garage Art, SW will inform the City in a manner consistent with Article 16 of this Agreement. The City's Project Manager (Sean Starowitz) shall, within ten (10) days after the notice of completion is received by the City, inform SW of its final acceptance of the Garage Art or that SW has failed to adequately perform. If SW has failed to adequately perform, SW shall make the corrections noted from the City within twenty-one (21) days of receiving notice from the City.

SW will coordinate the maintenance of the Garage Art for five (5) years following the completion of the Garage Art. All necessary maintenance will be performed in a timely manner.

SW shall determine the artistic expression, design, and materials of the Garage Art, subject to review and acceptance by the City. The Garage Art will be unique and original and will not infringe upon any copyright or rights of any person. SW will not use materials currently known to be harmful to public health and safety.

In the performance of SW's work, SW agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Sean Starowitz as the City's Project Manager.

SW shall be responsible for completion of the Garage Art in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The City shall be the sole judge of the adequacy of SW's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to SW, SW will, without additional compensation, correct those services not meeting such a standard.

SW shall be available with reasonable advance notice for meetings, ceremonies, and the like, as necessary.

Article 2. Responsibilities of the City:

The City will coordinate with SW during the installation of the Garage Art.

The City shall pay Twenty Thousand Dollars ($20,000.00) to SW for all fees and expenses incurred in the performance of this Agreement. The total compensation paid under this Agreement shall not exceed this amount. SW shall submit an invoice to the City upon the completion of the services described in Article 1. The invoice should be sent to:

Sean Starowitz
Department of Economic & Sustainable Development
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to SW within forty-five (45) days of receipt of invoice.

If funds for the City's payment under this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the City to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Additional services not set forth in Article 1, or changes in services must be authorized in writing by the City prior to such work being performed or expenses incurred. The City will not make payment for any unauthorized work or expenses.

Article 3. Taxes:

Any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by SW in a timely fashion and in accordance with all legal

requirements. The City shall report payments made to SW annually to the Internal Revenue Service in a 1099 statement.

Article 4. Term of Agreement:

This Agreement shall be effective on the date that this Agreement has been signed by the City, and SW, and, unless terminated earlier pursuant to the provisions of this Agreement, shall extend until the completion of all obligations by all parties, which is expected to be October 13, 2022.

Provisions of this Agreement that by their nature extend beyond the term of the Agreement shall survive the termination of this Agreement. Extension of time for performance hereunder may be granted upon the request of one party and the consent of the other parties, which consent shall not be unreasonably withheld. Such extension shall be in writing and signed by all parties.

The City shall grant SW a reasonable extension of time in the event that conditions beyond SW's control render timely performance of SW's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. All parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists.

Failure to fulfill contractual obligations due to conditions beyond any party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Article 5. Risk of Loss:

SW shall bear the risk of loss or damage to the Garage Art until the City's final acceptance of the Garage Art. SW shall take such measures as are reasonably necessary to protect the Garage Art from loss or damage.

Article 6. Identity of SW:

SW acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of SW. SW thus agrees that the services to be done pursuant to this Agreement shall be performed by SW. SW shall not subcontract any part of the services without the prior written permission of the City. The City reserve the right to reject any of SW's personnel or proposed outside professional subcontractors. The City reserve the right to request that acceptable replacement personnel be assigned to the project.

Article 7. Assignment:

Neither the City, nor SW shall assign any rights or duties under this Agreement without the prior written consent of the other parties. However, SW may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 8. Third Party Rights:

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and SW.

Article 9. Indemnification:

To the fullest extent permitted by law, SW shall indemnify and hold harmless the City of Bloomington, and the officers, agents and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") in the performance of services under this Agreement.

Article 10. Artists' Rights:

a. Copyright Ownership

SW retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the art for the duration of the copyright.

b. Reproduction Rights

In view of the intention that the Garage Art be unique, SW shall not make any additional exact duplicate reproductions of the Garage Art, nor shall SW grant permission to others to do so except with the written permission of the City. However, nothing shall prevent SW from creating future artwork in SW's manner and style of artistic expression.

SW grants the City and its assigns an irrevocable license to make two dimensional reproductions of the Garage Art for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or similar publications, provided that these rights are exercised in a tasteful and professional manner.

All reproductions by the City shall contain a credit to SW in substantially the following form: [Artists' names, ©, Artwork title, date of publication].

The City is not responsible for any third party infringement of SW's copyright and is not responsible for protecting the intellectual property of SW.

c. Removal of Garage Art

The City agrees that it will not intentionally remove the Garage Art within five (5) years of the City's acceptance of the Garage Art without first providing notice to SW.

Article 10(c) is intended to replace and substitute for the rights of SW under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes the law to the extent that this Agreement is in direct conflict

therewith.

Article 11. Independent Contractor Status:

During the entire term of this Agreement, SW and the City shall be independent entities, and in no event shall any of SW's personnel, agents, or subcontractors be construed to be, or represent themselves to be, employees of the City.

SW and the City shall each be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from their respective employees or payable on behalf of their respective employees.

Article 12. Nondiscrimination:

SW shall comply with Bloomington Municipal Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.

Article 13. Suspension / Termination:

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, either other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to SW. SW shall terminate or suspend performance of the services on a schedule acceptable to the City, and the City shall pay SW for all the services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to SW's compensation and the schedule of services.

Article 14. Death or Incapacity:

If SW becomes unable to complete this Agreement due to death or incapacitation, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of SW. However, nothing in this Article shall obligate the City to accept the Garage Art. In the event of death of SW, this Agreement shall terminate as of the date of death; in the event of incapacity, the Agreement shall terminate upon expiration of ninety (90) days of incapacity. The City shall pay SW, SW's heirs, or SW's estate, as appropriate, for all services and work delivered in a satisfactory manner and in accordance with the provisions of this Agreement prior to SW's death or first day of incapacity.

Article 15. Compliance with Applicable Law:

SW agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or

hereafter promulgated insofar as they relate to SW's performance of the provisions of this Agreement. It shall be the obligation of SW to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Article 16. Notice:

Notices required under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address or addresses as may be noticed by a party pursuant to the provisions of this Article:

For the City: Sean Starowitz
Department of Economic and Sustainable Development
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47404

For SW: Justus Roe
1617 W. Gregory
Chicago, IL 60640

Notice shall be deemed effective on the date personally delivered or, if mailed, on the date the return receipt is signed.

Nothing in this Article shall prohibit ordinary communication to effectuate this Agreement.

Article 17. Waiver:

The waiver by any part of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of this Agreement. No waiver shall be valid unless it is in writing and signed by an authorized officer of the waiving party.

Article 18. Audit:

Until the expiration of six (6) years after the date of the City's acceptance of the Garage Art, SW, upon written request, shall make available to the City or the City's ultimate funding sources, a copy of this Agreement, and the books, documents, records and accounting procedures and practices of SW relating to this Agreement.

SW shall maintain all books, documents, records, and accounting procedures and practices of SW relating to this Agreement for a period of six (6) years from the date of the City's acceptance of the Garage Art. Those records subject to an audit shall be maintained until the audit is resolved, even if this period extends beyond the six (6) years stated. All records shall be made available for inspection and audit, at any time during regular business hours, upon written request by the City's designated representative or ultimate funding source.

Article 19. Conflict of Interest:

SW and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 20. Non-Collusion:

SW is required to certify that it has not, nor has any other member, representative, or agent of SW, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. SW shall sign an affidavit, attached hereto as **Exhibit 2**, affirming that SW has not engaged in any collusive conduct. **Exhibit 2** is attached hereto and incorporated herein by reference as though fully set forth.

Article 21. Amendments:

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto in the form of an amendment to this Agreement.

Article 22. Severability:

If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

Article 23. Governing Law and Venue:

This Agreement shall be interpreted and construed according to the laws of the State of Indiana. All litigation regarding this Agreement must be brought in Monroe Circuit Court, Monroe County, Indiana.

Article 24. E-Verify:

SW is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. (This is not required if the E-Verify program no longer exists.) SW shall sign an affidavit, attached as **Exhibit 3**, affirming that SW does not knowingly employ an unauthorized alien. **Exhibit 3** is attached to and incorporated herein by reference as though fully set forth.

"Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

SW and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that SW or any of their subcontractors learns is an unauthorized alien. If the City obtains information that SW or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify SW or their subcontractor of the

Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If SW or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that SW or its subcontractor did not knowingly employ an unauthorized alien. If SW or its subcontractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new Contractor. If the City terminates the Agreement under this provision, SW or its subcontractor is liable to the City for actual damages, even if such damages exceed the amount paid by the City under this Agreement.

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

Article 25. Intent to Be Bound:

The City and SW each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Entire Agreement:

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

The remainder of this page is left blank intentionally.

WHEREFORE, this Agreement is duly executed on the date last written below.

CITY OF BLOOMINGTON
Board of Public Works
By:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

Date: _____

_____
Adam Wason, Director
Department of Public Works

Date: _____

_____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Standing Wave LLC
By:

_____
Justus Roe, Sole Proprietor

Date: _____

EXHIBIT 1

SCOPE OF WORK

1. Create original painted abstract artwork for interior and exterior walls at the Walnut and Morton Street Garages.

2. Design of Project: Create draft sketches and digital mock ups

3. Surfaces

Painted substrates for Walnut Street Garage will include:

A. First floor elevator entrance walls
B. Outside walls of top level stairway/elevator entranceway
C. Entire south end embankment of the top-level parking area, small portions of the north, east and west top-level walls.

Painted substrates for Morton Street Garage will include:

A. Entrance embankment on south end of the garage
B. First floor facades on the southeast corner, including portions of the ceiling
C. North end inside entrance wall / bike parking area, including portions ceiling, north and south facing, along the center driving path
D. Outside walls of top-level stairway/elevator entranceway
E. Entire north end embankment of the top level parking area, small portions of the south, east and west top-level walls.
F. West interior stairway wall on top level
G. Exterior, street facing façade of the north end of the garage

4. Artist will be responsible for all equipment, materials and supplies used to create Artwork. This will include lift rental, scaffolding.

5. Artist will use high quality water based acrylic and exterior latex paint to create Artwork (Benjamin Moore exterior matte finish & Golden heavy body).

6. Artist will assure spaces in the facility are blocked off with caution tape or cones.

7. Artist will block off space on sidewalks within 50 feet of work space and will contact the garage manager before blocking off any space in the garage.

EXHIBIT 2

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2017.

Standing Wave LLC

_____

By: Justus Roe, Sole Proprietor

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____

Notary Public's Signature

_____

Printed Name of Notary Public

My Commission Expires on: _____

EXHIBIT 3

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Standing Wave LLC

_____
By: Justus Roe, Sole Proprietor

STATE OF _____)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

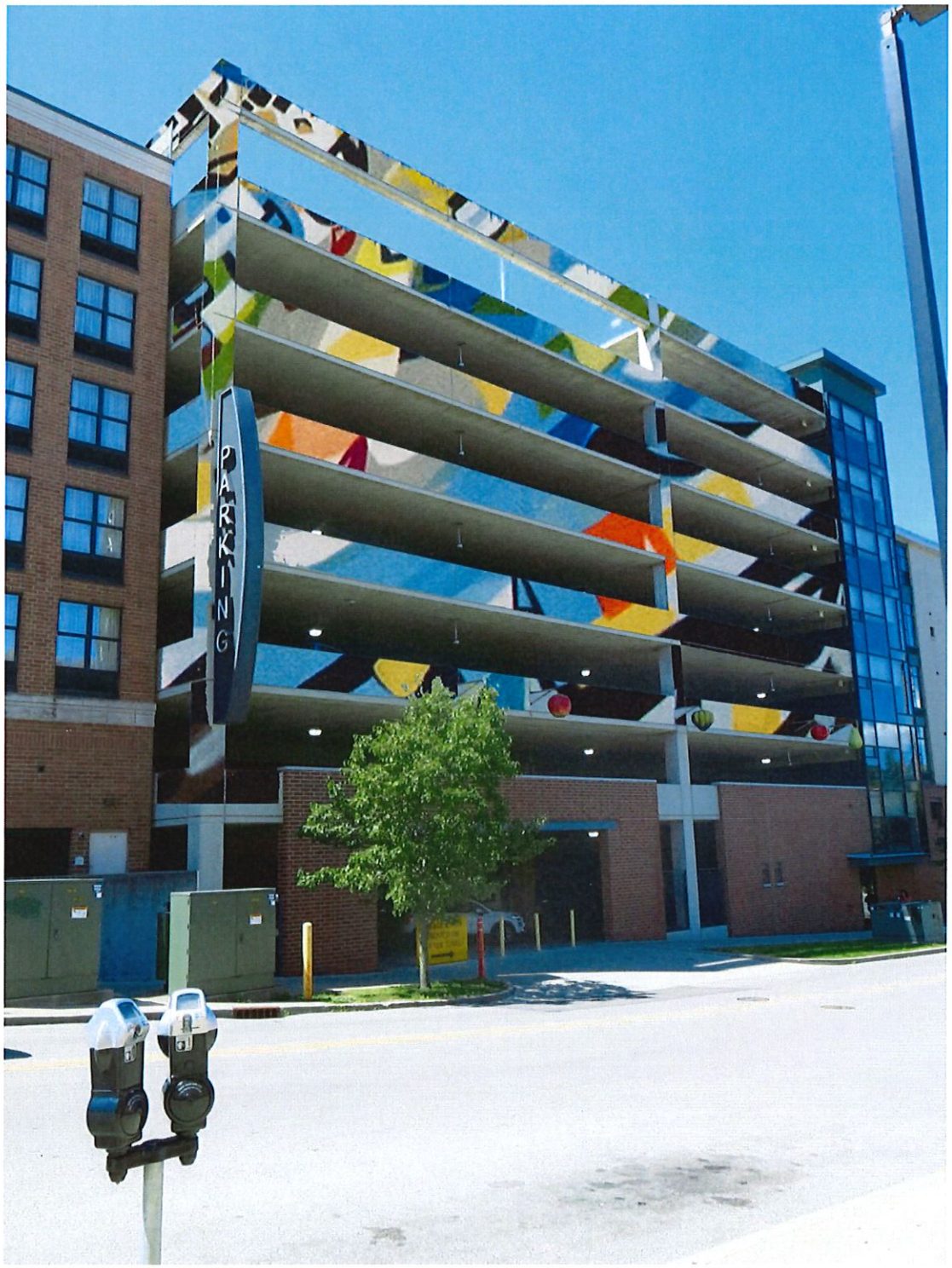
_____
Printed Name of Notary Public

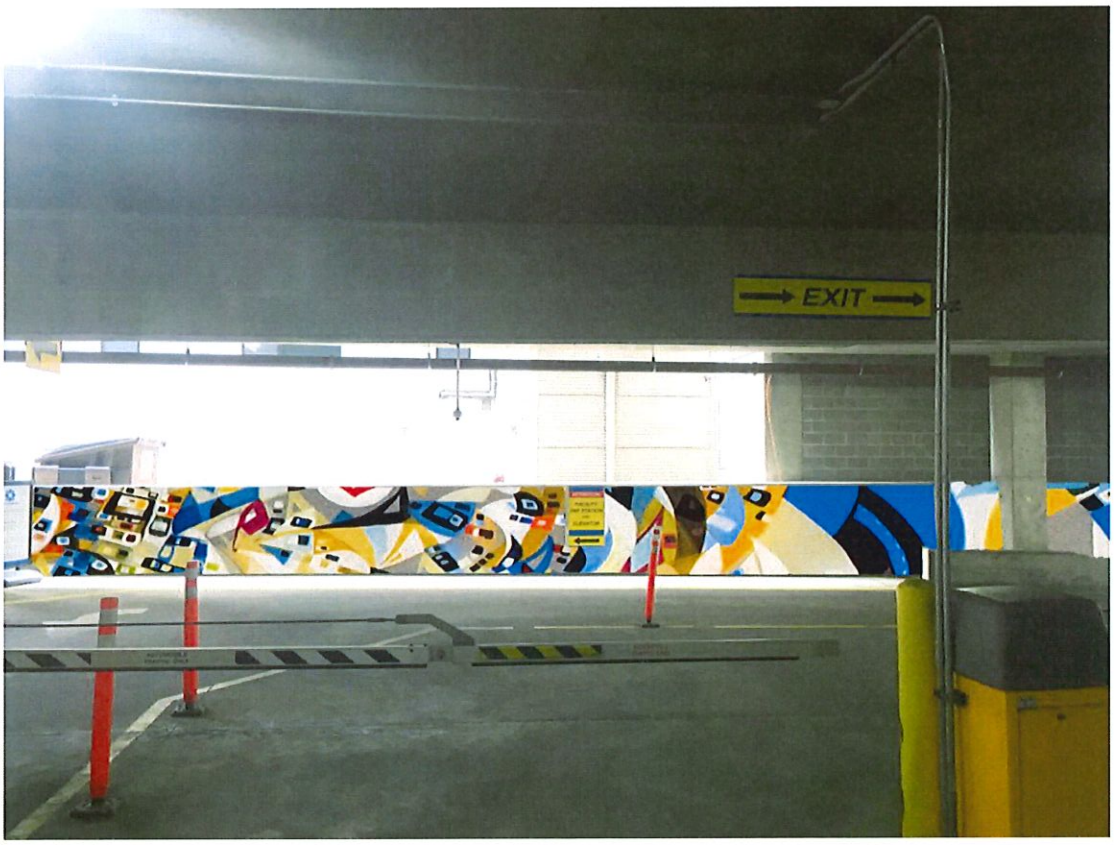
My Commission Expires on: _____

justusroe

STANDING WAVE LLC
1617 W. Gregory
Chicago IL. 60640

773-343-2343 | justusroe.com
justusroe@gmail.com

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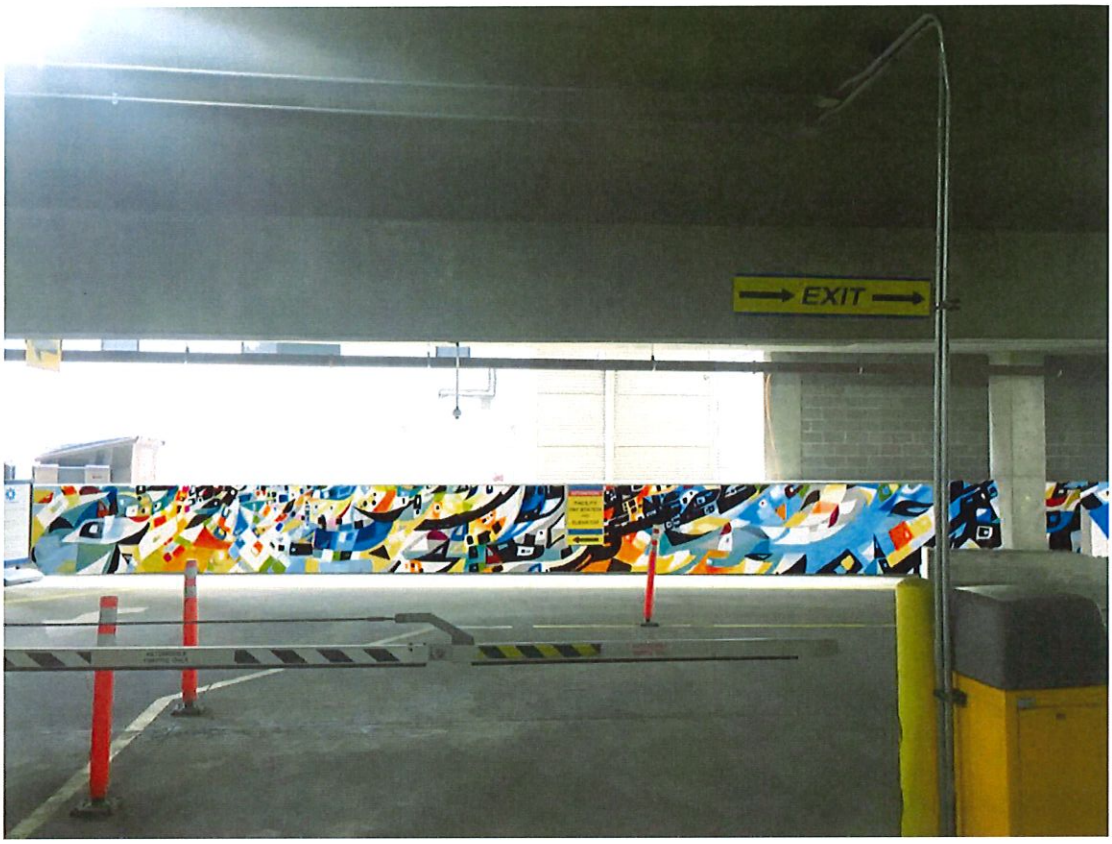
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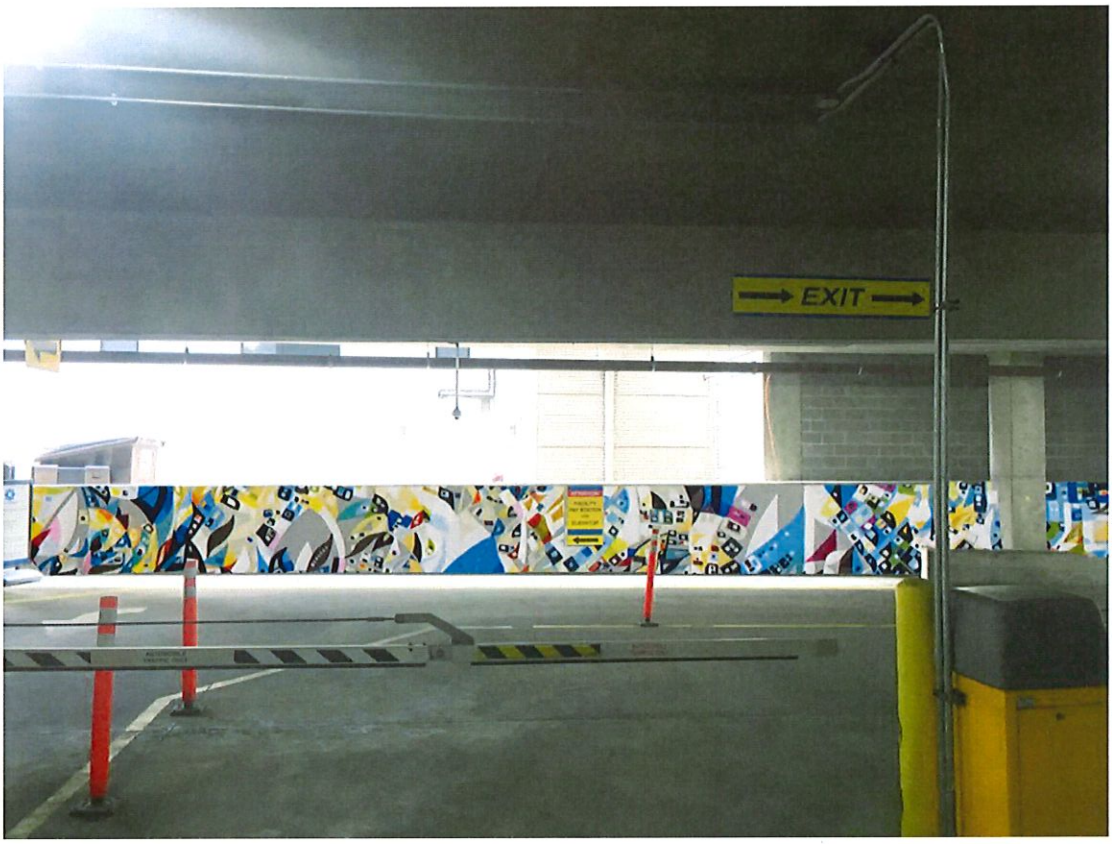
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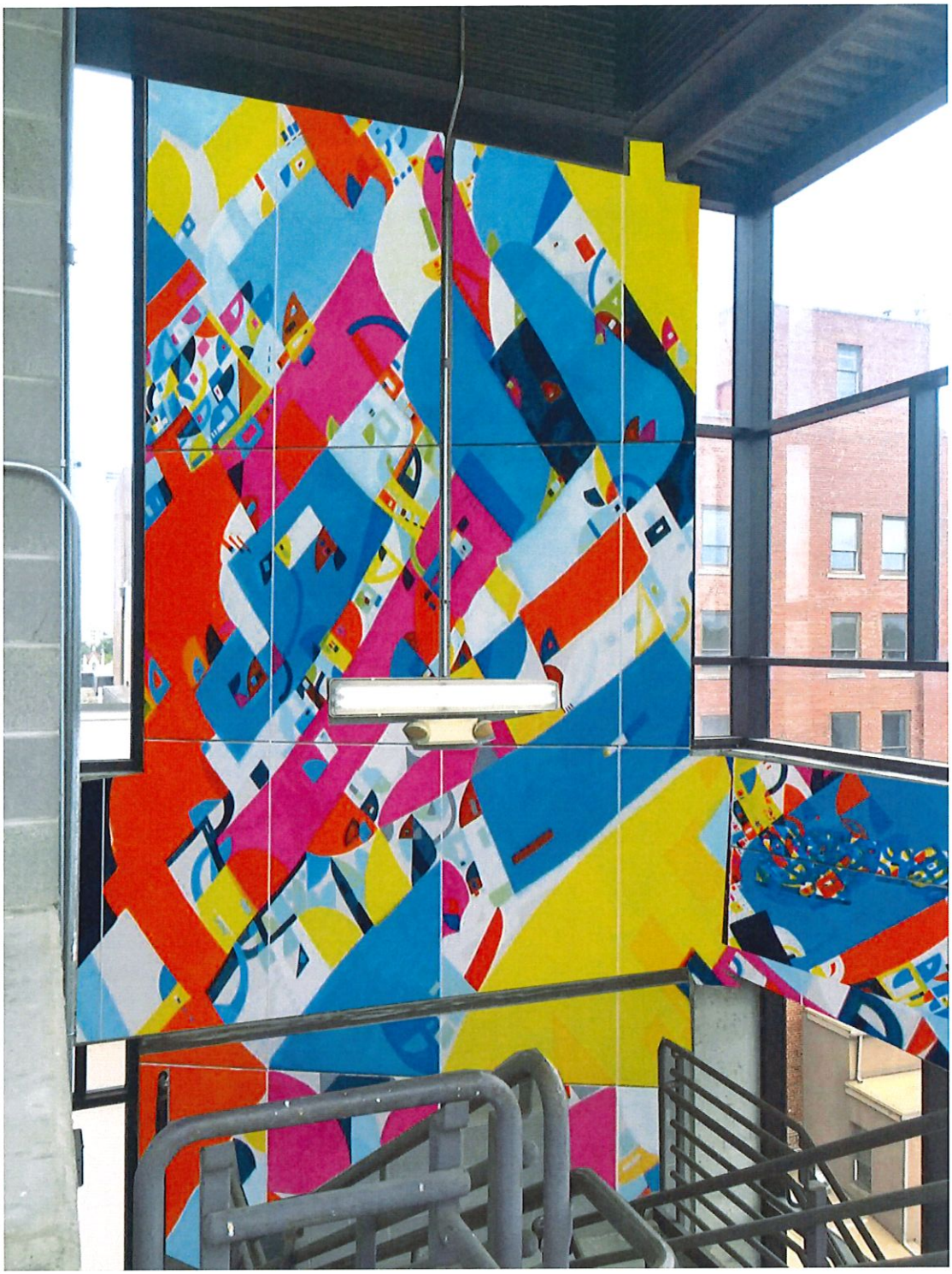


Board of Public Works
Staff Report

Project/Event: Request to Install Projecting Sign at 209 South College Avenue

Staff Representative: Dan Backler

Petitioner/Representative: David DeBruicker/Atlas Ballroom

Date: August 8, 2017

Report: The owners of Atlas Ballroom have requested an encroachment agreement for the installation of a new sign on the building at 209 South College Avenue.

The sign will extend over the public right of way of South College Avenue by two feet, six inches and shall be 9 feet eight inches above the walkway of South College Avenue.

Recommendation and Supporting Justification: The sign does not block any line of sight or pedestrian walkways. Staff finds the request to be acceptable.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-70

Encroachment at 209 South College Avenue

WHEREAS, Grace Jackson LLC ("Owner"), owns the real property located at 209 South College Avenue, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2008000841 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, Owner has requested that it be allowed to install the following encroachment over and upon the public right of way adjacent to its business: a projecting sign. The sign will extend over the public right of way of South College Avenue by two feet (2'), six inches (6") and shall be 9 feet (9') eight inches (8") above the walkway of South College Avenue.

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

1. Owner shall be allowed to install the projecting sign in the right of way adjacent to its property located at 209 South College Avenue.

2. Owner agrees to maintain the described encroachment and to keep it in a safe and good condition.

3. Encroachment shall not deviate from the design which is attached as Exhibit A of this Resolution, without the Owner resubmitting the design to the Board of Public Works for approval. Exhibit A is attached hereto and incorporated herein.

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

5. Owner agrees that the only encroachment that may be installed in the right of way is described herein. In the event Owner wishes to install further encroachment, Owner must first obtain additional approval from the Board of Public Works.

6. Owner acknowledges that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner and the City shall not be responsible for any damage which may occur to it by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.

8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.

9. In the event the Owner sells the real property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.

10. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney's fees, that may arise as a result of Owner's use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Grace Jackson LLC; and (c) the return of a copy of the recorded Resolution to the Department of Public Works, which must include the Monroe County Recorder's file information.

12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Grace Jackson LLC expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.

13. Larry Vancel, Managing Member of Grace Jackson LLC agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2017.

Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

Grace Jackson LLC

By: _____
Larry Vancel, Managing Member

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Larry Vancel, Managing Member of Grace Jackson LLC and acknowledged the execution of the foregoing instrument this _____ day of _____, 2017.

Witness my hand and official seal _____
Notary Public Signature

My Commission expires: _____ _____
Printed Name

County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

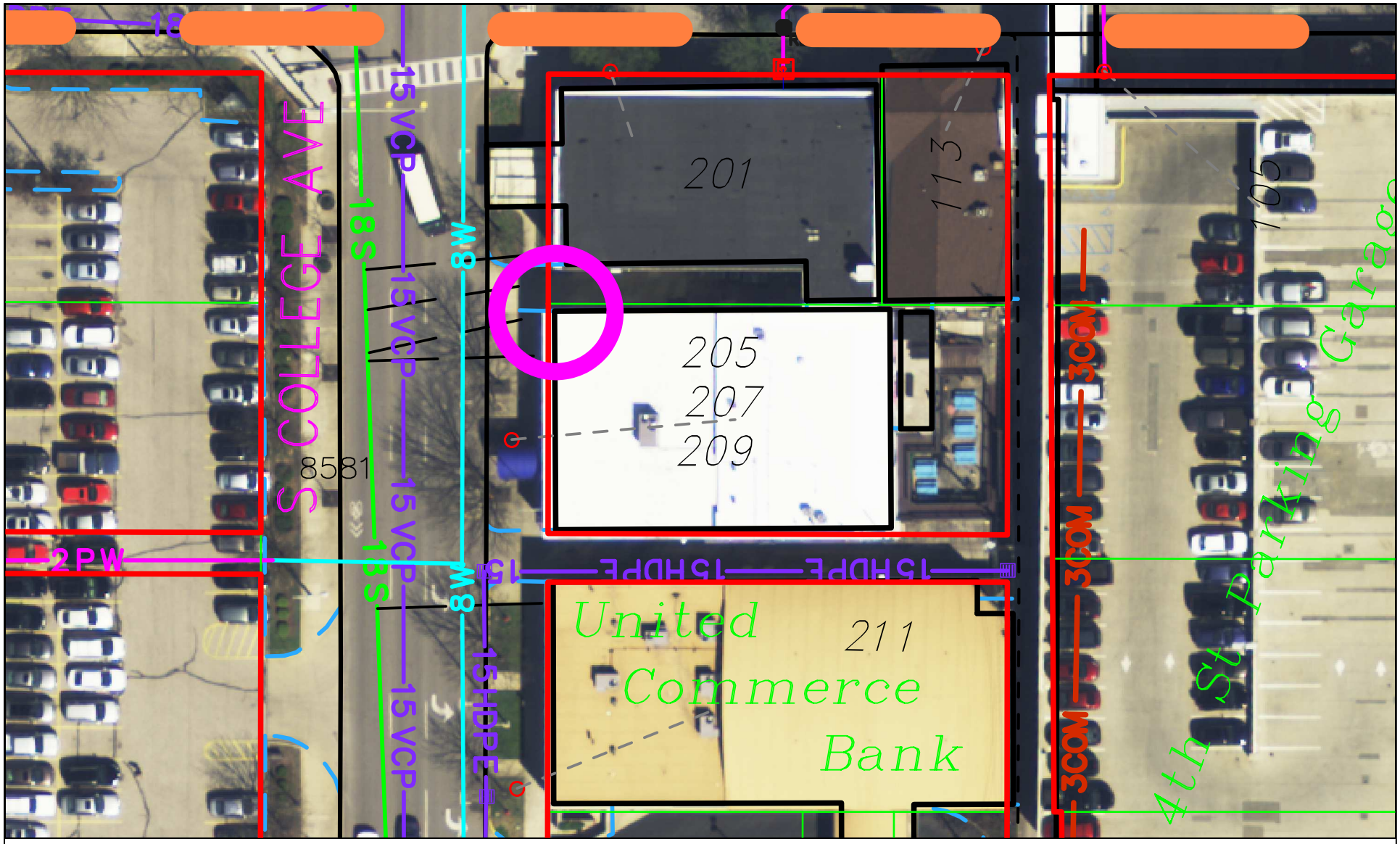
My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____

Printed Name

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

This instrument was prepared by Jacquelyn Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100



By: backlerd
3 Aug 17

40 0 40 80 120 160

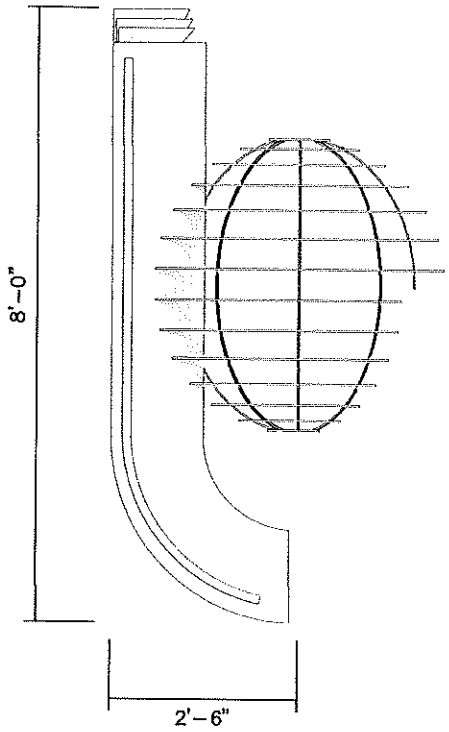
For reference only; map information NOT warranted.

N

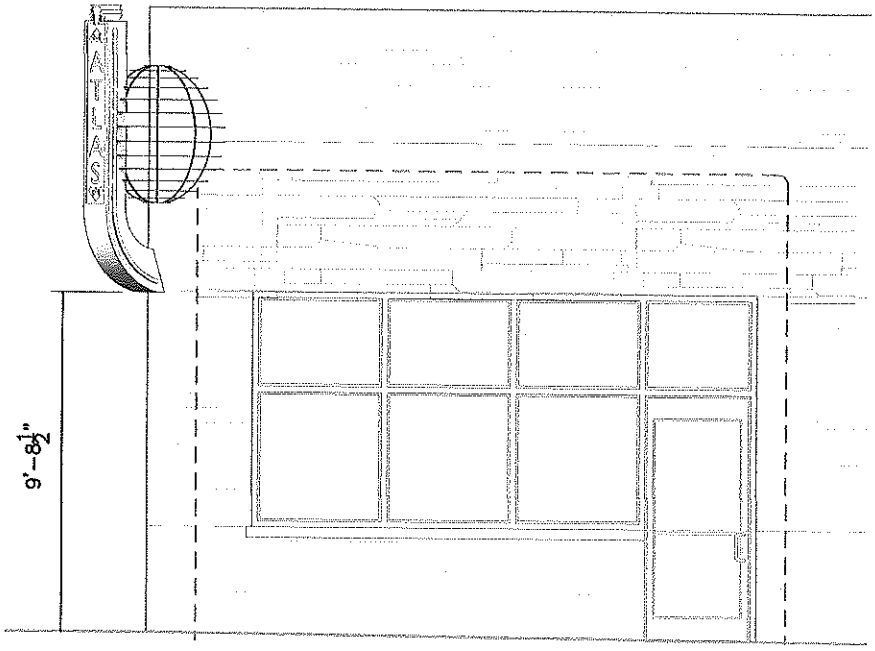
City of Bloomington
Planning & Transportation

Scale: 1" = 40'

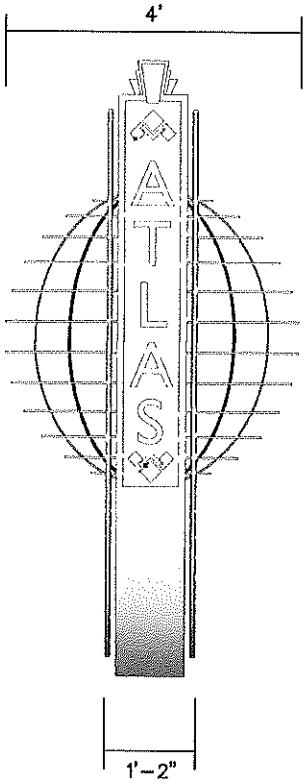
Side



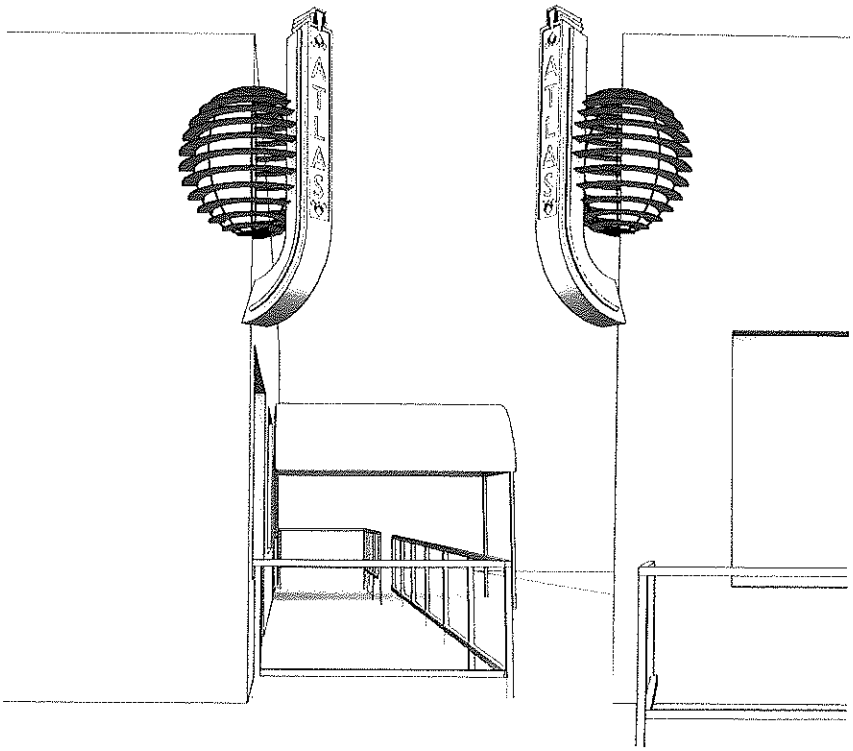
Hight



Front



Pespective



Cerebral Visuals
leigh@cerebralvisuals.com

ATLAS

ATLAS

Board of Public Works
Staff Report

Project/Event: Request an agreement for the encroachment of a building, dumpster and fence into public right of way 413-429 S Walnut Street

Staff Representative: Dan Backler

Petitioner/Representative: Elliott Lewis, Owner

Date: August 8, 2017

Report: This property is located at 413-429 S Walnut Street between Second Street and Smith Avenue. The owner is requesting an agreement with the City for an encroachment into the public right of way that was found during a recent survey. The existing encroachment includes a portion of the west side of the building approximately sixty-one feet wide and between two and three feet deep, as well as a dumpster and fence at the east side of the building.

Recommendation: Staff recommends approval of the encroachment agreement.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-71

Right of Way Encroachment at 413-429 S. Walnut Street

WHEREAS, ERL-10, LLC, is the Owner of a building commonly known as 413-429 S. Walnut Street, Bloomington, Monroe County, Indiana ("Owner"), which real estate is more particularly described in a deed recorded as Instrument Number 2017010853 in the Office of the Recorder of Monroe County; and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, a recent survey of the Real Estate identified that a portion (approximately sixty-one (61) feet in length) of the west exterior wall of the building on the Real Estate encroaches an amount that ranges from 2.2 feet at the building's northwest corner and increases to 2.6 feet at the building's southwest corner AND a concrete dumpster pad (approximately sixty-one (61) feet in length) adjacent to the east side of the building on the Real Estate and containing a chain-link fence encroaches an amount of approximately 3.5 feet upon, onto and over the public right of way along South Walnut Street owned by the City of Bloomington ("City"); and

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

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

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions,

losses or injuries, including reasonable attorney's fees, that may arise as a result of Owner's use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachment may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).

4. Owner agrees that if the building, dumpster and/or fence on the Real Estate is demolished or removed for any reason, no structure may be rebuilt or placed in the right of way.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachment. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. Notice shall be given by the City to ERL-10, LLC, at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

7. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

8. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

9. By executing this Resolution on behalf of the Owner, Elliott R. Lewis, as Manager of ERL-10, LLC, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

Date: _____

ERL-10, LLC

By: _____
Elliott R. Lewis, Manager

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Elliot R. Lewis, Manager of ERL-10, LLC, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

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

My Commission Expires: _____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

2017010853 QC $25.00
08/03/2017 08:24:41A 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

Grantee's Address:
601 N. College Avenue, Suite 1
Bloomington, IN 47404

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That BIG RED EXCHANGE, LLC, an Indiana limited liability company ("GRANTOR"), RELEASES AND QUIT-CLAIMS to ERL-10, LLC, an Indiana limited liability company ("GRANTEE"), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County, in the State of Indiana, to-wit:

A part of Seminary Lot Seventy-two (72) in the City of Bloomington, Indiana, bound as follows, to-wit: Beginning at a point on the West of said Lot, and One Hundred Ninety-nine (199) feet North of the Southwest corner thereof; running thence East One Hundred Thirty-two (132) feet; thence North Forty-eight (48) feet; thence West One Hundred Thirty-two (132) feet; thence South Forty-eight (48) feet to the place of beginning.

Also, a part of Seminary Lot Number Seventy-two (72) in the City of Bloomington, Indiana, bound as follows, to-wit: Beginning at a point One Hundred Thirty-two (132) feet North of the Southwest corner of said Lot; running thence East One Hundred Thirty-two (132) feet; thence North Sixty-seven (67) feet; thence West One Hundred Thirty-two (132) feet; thence South along the West line of said Lot Sixty-seven (67) feet to the place of beginning.

Parcel Number: 015-12830-00 (53-08-04-200-168.000-009)
Commonly known as 413 – 429 S. Walnut St., Bloomington, IN 47401

IN WITNESS WHEREOF, Grantor has set its hand and seal this 2ND day of August, 2017.

BIG RED EXCHANGE, LLC

By: Informed Tax-Free Exchange Corp., its member

By: Robert L. Ralston
Robert L. Ralston,
President of Informed Tax-Free Exchange Corp.

DULY ENTERED
FOR TAXATION
AUG 03 2017
Catherine Smith
Auditor Monroe County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this 2ND day of August, 2017, at which time Robert L. Ralston, President of Informed Tax-Free Exchange Corp., as Member of Big Red Exchange, LLC, personally appeared and acknowledged the execution of the above and foregoing QUIT-CLAIM DEED to be a voluntary act and deed.

My Commission Expires: Jan 21, 2022

Constance D Roberts
Notary Public

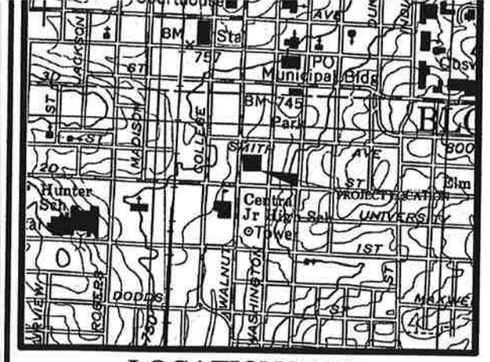
CONSTANCE D ROBERTS
(name printed)
Residing in Monroe County

NOTARY PUBLIC SEAL INDIANA
CONSTANCE D. ROBERTS
Residing in Monroe County
My Commission Expires
January 21, 2022

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

This Instrument Prepared By
Michael L. Carmin, Attorney at Law
CARMINPARKER, PC
116 W. 6th Street, P.O. Box 2639
Bloomington, Indiana 47402-2639
Telephone: (812) 332-6556

404846

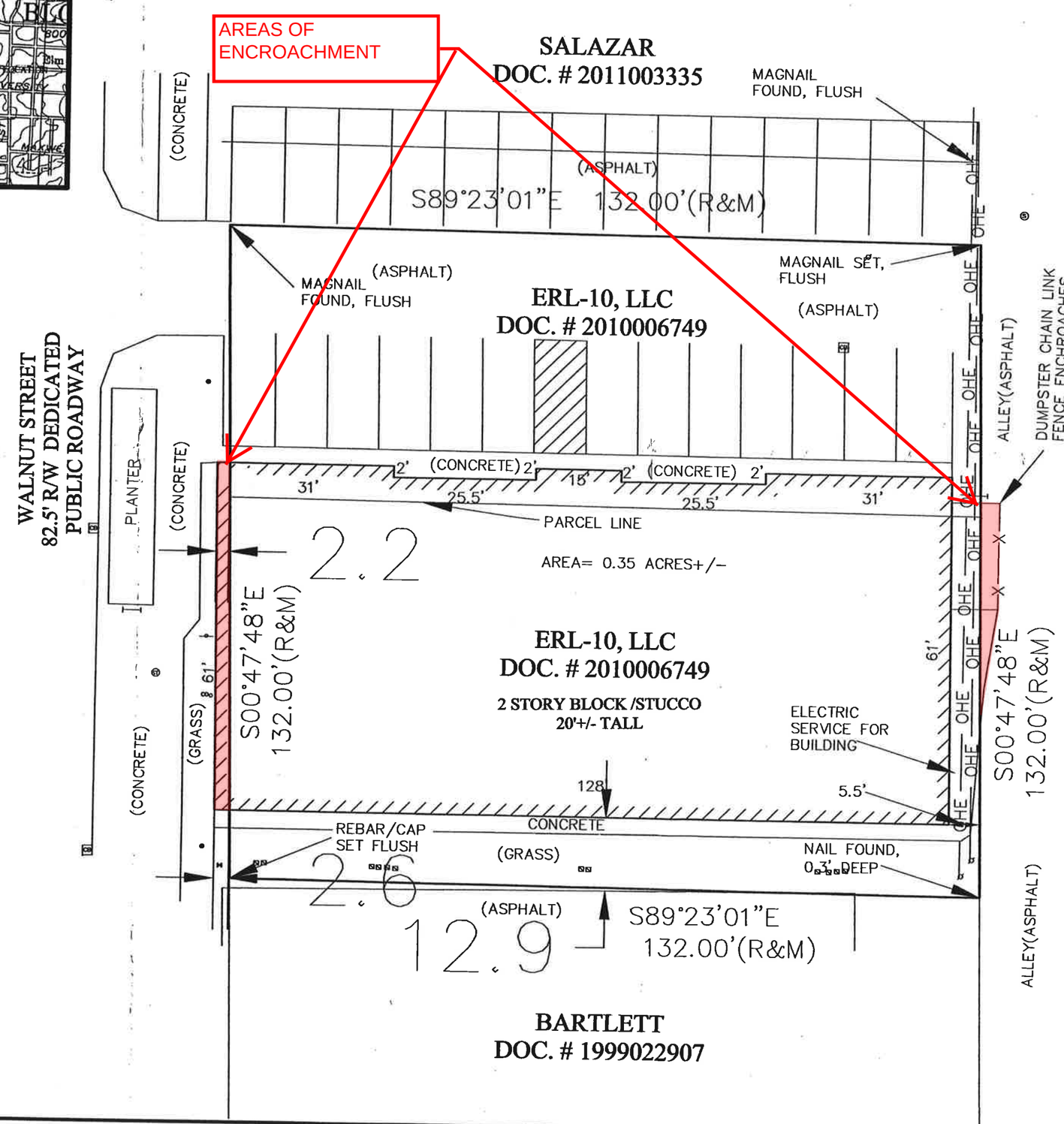


LOCATION MAP

USGS QUAD MAP
NO SCALE

Also a part of Seminary Lot Seventy-two(72) in the City of Bloomington, Indiana bounded as follows, to-wit Beginning at a point One Hundred Thirty-two(132) feet North of the Southwest corner of said lot; running thence East One Hundred Thirty-two(132) feet; thence North Sixty-seven(67) feet; thence West One Hundred Thirty-two(132); thence South along the West line of said Lot Sixty-seven(67) feet to the place of beginning.

SCALE: 1"=10'



LEGEND:

- LIGHT POLE
- UTILITY POLE
- SIGN
- SANITARY MANHOLE
- STORM MANHOLE
- CLEANOUT
- OVERHEAD ELEC LINE
- OVERHEAD TELE LINE
- NUMBER OF PARKING SPACES
- CURB RAMP
- S.C. SPECIAL CONSERVANCY EASEMENT
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- D.& U.E. DRAINAGE & UTILITY EASEMENT
- BIKE RACK
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- CATCH BASIN
- HC HANDICAP SPACE
- TELEPHONE RISER
- ELECTRIC METER
- BOLLARD
- AIR CONDITIONER UNIT

a) Variances in the reference monuments;
b) Discrepancies in record descriptions and plats;
c) Inconsistencies in lines of occupation and;
d) Random Errors in Measurement (Theoretical Uncertainty);

The Theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established this survey is within the specifications for a Class B Survey (0.25 feet) as defined in IAC 865.

This survey was performed at the request of Jan Deckard to survey the property in the name of ERL-10, LLC, Doc #2010006749, Office of the Recorder, Monroe County, Indiana.

MONUMENTS FOUND:
1. Subject Northwest corner, Magnail, flush.
2. Subject Southeast corner, Magnail, 0.3' deep.
3. Salazar southeast corner, Magnail spike, flush.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

ESTABLISHMENT OF LINES:

1. Held the monuments found at subject southeast and Norththwest corners. Set the northeast corner at record distance of 132' along a line to the magnail spike found to the north on Salazar and nail found at southeast corner subject tract. Set the Northeast corner at record 115' distance from southeast corner found to Salazar Southeast corner found.
2. Placed the south and west lines parrallel to the north and east lines and held record distances of 132' and 115' respectively.

Due to variances in reference monuments; 0.25 feet in all directions.

Due to discrepancies in the record description; None.

Due to inconsistencies on lines of occupation;
1. The west wall of the building on the subject tract extends into the R/W of Walnut St. 2' to 2.5'.
2. The chain link fence for the dumpster on east side of subject building extends into the alley R/W.

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Philip O. Tapp

CERTIFICATION

The undersigned, being a registered surveyor of the State of Indiana certifies to ERL-10,LLC., and Chicago Title Insurance Company, Capstone Title Partners, & Citizens Bank their successors and/or assigns, as their interests may appear as follows,

1. This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA, ACSM and NSPS in 2016, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11,13,and 16 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.
2. The survey was made on the ground, work ending June 30, 2017, and correctly shows the area of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property, and any other matters situated on the subject property.
3. Except as shown on the survey, there are no visible easements or rights of way of which the undersigned has been advised.
4. There are no observable, above ground encroachments (a) by the improvements on the subject property upon adjoining properties, streets, or alleys or (b) by the improvements on adjoining properties, streets, or alleys upon the subject property. other than what was listed in report of survey.
5. The location of each easement, right of way, servitude, and other matter affecting the subject property and listed in the title insurance commitment dated May 25, 2017 at 3:00PM, issued by Chicago Title Insurance Company with respect to the subject property, has been shown on the survey, together with appropriate recording references, to the extent that such matters can be located. The property shown on the survey is the property described in that title commitment.
6. The subject property has access to and from a duly dedicated and accepted public street or highway, Walnut Street.
7. The subject property does not serve any adjoining property for drainage, utilities, or ingress or egress other than the main East-West drive which appears to allow access to the parking spaces to the north.
8. The record description of the subject property forms a mathematically closed figure.
9. No portion of the property shown on the survey lies within a Special Hazard Area, as described on the Flood Insurance Rate Map for the community in which the subject property is located.
10. Lot is an existing platted lot of record & does not require any subdivision for transfer.

The parties listed above are entitled to rely on the survey and this certificate as being true

Certified this 10th day of July, 2017.

Professional Land Surveyor No. LS80900014

PHILIP O. TAPP PROFESSIONAL No. LS80900014 STATE OF INDIANA LAND SURVEYOR

NOTE:

1. THIS SURVEY WAS PREPARED FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 55513-04AT DATED 05-25-17 AT 3:00PM.
2. THIS PROPERTY DOES NOT CONTAIN ANY FLOOD HAZARD AREA AS PER FIRM PANEL #18105C0141D DATED DECEMBER 17, 2010. PROPERTY IS IN ZONE X, AREA OUTSIDE 500 YEAR FLOODPLAIN.
3. FIELD WORK FOR THIS SURVEY WAS COMPLETED JULY 10, 2017.
4. NO CEMETERIES WERE OBSERVED ON THIS PROPERTY WHILE PERFORMING THE FIELD WORK FOR THE SURVEY.
5. THE PROPERTY IS CURRENTLY AN EXISTING COMMERCIAL USE PROJECT.
6. THERE IS A TOTAL OF 14 PARKING SPACES CURRENTLY ON THE SITE.
7. PROPERTY ADDRESS: 413-429 S. WALNUT ST, BLOOMINGTON, IN 47401.
8. NO OBSERVED EVIDENCE OF EARTH MOVING WORK OR BUILDING ADDITIONS WAS SEEN DURING SURVEY.

Revisions:

Phillip O. Tapp & Company, Inc.
5040 Lizzy Lane
Bloomington, IN 47403
Phone: 812-327-8522 - Fax:812-825-5703

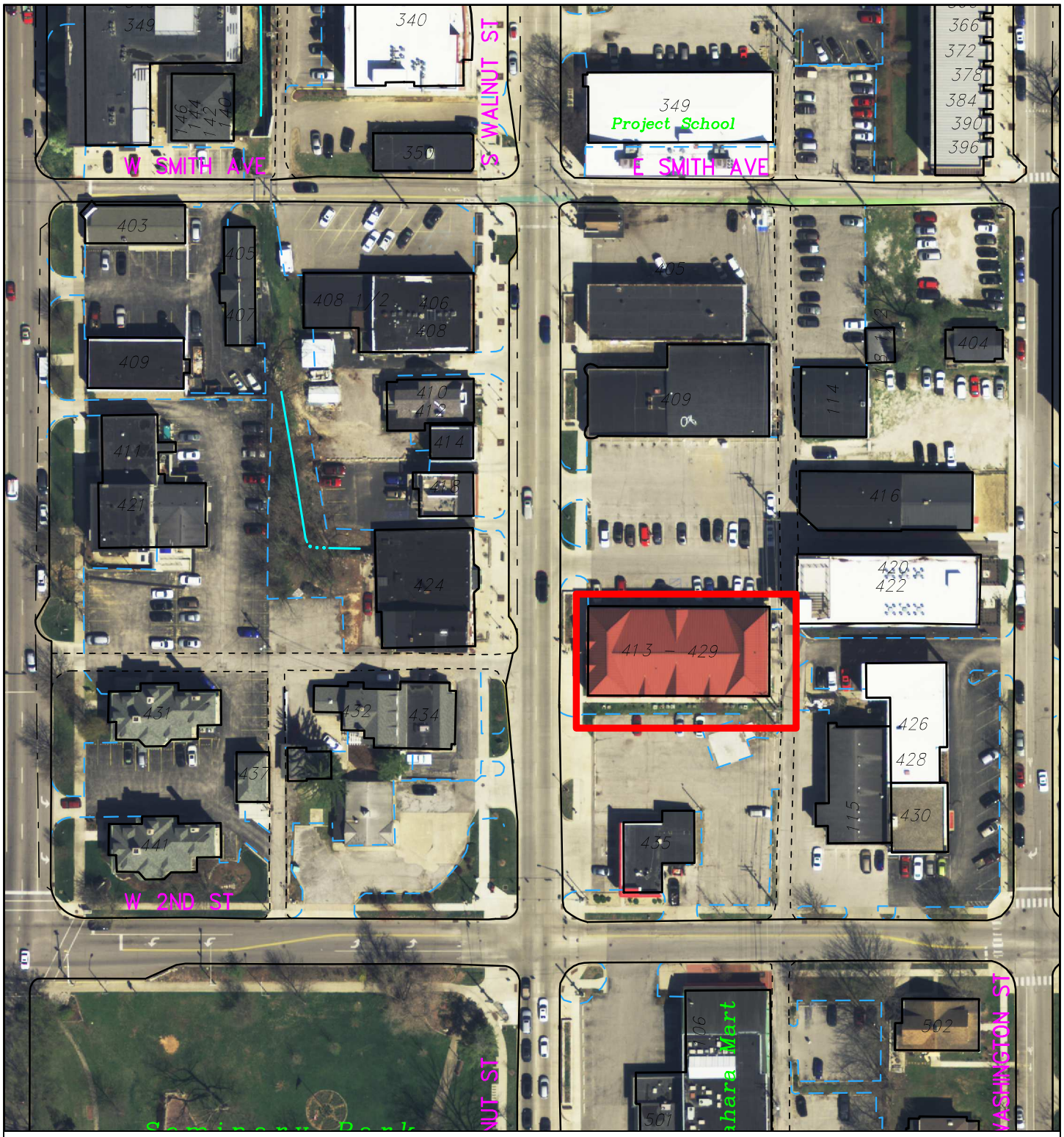
ALTA /ACSM LAND TITLE SURVEY FOR PORTION OF SEMINARY LOT 72 BLOOMINGTON, IN

SURVEYED BY : P.O.T.
DRAWN BY : P.O.T.
CHECKED BY :
DATE: JULY 10, 2017

LAND TITLE SURVEY

SHEET 1 OF 1

PROJECT NO. 6769



By: smithc
4 Aug 17

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Request to extend MOU for AT&T roofing project

Staff Representative: Dan Backler

Petitioner/Representative: JMH Roofing Company/ Scott Price

Date: August 8th, 2017

Report: JMH Contracting was hired to re-roof the AT&T building at the northwest corner of 7th and Washington. Since May 31st JMH Contracting has had a portion of North Washington completely closed between 7th and 8th Streets. Weather delays have resulted in the work not yet being completed and JMH would like to extend their current MOU. Vehicular traffic will be allowed to pass through the area but the parking lanes and the bike lane will continue to be closed as will the sidewalk on the west side of Washington Street. This closure will extend until September 8th, 2017, inclusive.

Recommendation and Supporting Justification: There are 4 properties on the east side of this block and JMH has contacted both the property owners and the residents. The sidewalk along the east side will remain open. An amendment to the original memo of understanding has been prepared to allow JMH to continue to work from North Washington, to utilize and block the sidewalk, parking lane and bike path on the west side of Washington Street, but allow vehicular traffic to travel through Washington Street. To my knowledge, this work has not resulted in any complaints from the public.

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

AMENDED Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
JMH Roofing Company, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and JMH Roofing Company, Inc. outlines the binding conditions placed upon and agreed to by JMH Roofing Company, Inc., in exchange for use by JMH Roofing Company, Inc., its agents and subcontractors, of certain public right-of-way during the remodeling of the AT&T Building at 301 North Washington Street, in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from May 31st, 2017 through **September 8th, 2017**, inclusive. (The completion date in the original MOU was August 4, 2017.)

2. Planning and Transportation shall allow JMH Roofing Company, Inc. to block and restrict from general public usage the 300 block of North Washington Street directly adjacent to the Construction Site. JMH Roofing Company, Inc. shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage. **Refer to Exhibit A for diagram of use of right-of-way.**

3. JMH Roofing Company, Inc. shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, JMH Roofing Company, Inc. shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

4. JMH Roofing Company, Inc. shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.

5. 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.

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

7. 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.

8. JMH Roofing Company, Inc. agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of JMH Roofing Company, Inc. use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.

9. Prior to beginning work, JMH Roofing Company, Inc. shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.

10. JMH Roofing Company, Inc. shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.

11. Scott Price of JMH Roofing Company, Inc. agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard

By: _____
Kelly M. Boatman

By: _____
Dana Palazzo

Date: _____

JMH Roofing Company, Inc.

By: _____
Scott Price

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

JMH Roofing - Request to partially close Washington Street
- Project schedule has been impacted by rain
- Revised anticipated completion date is September 8, 2017
- Closure modifications will occur on August 4, 2017

Board of Public Works
Staff Report

Project/Event: Request to amend the Memo of Understanding at Urban Station

Staff Representative: Dan Backler

Petitioner/Representative: HM Mac Construction/Evan Crouch

Date: August 8, 2017

Report: In November of 2016, the Board approved the requested use of the public right of way around the perimeter of the new Urban Station project between South Walnut and Washington, north of 2nd Street and south of Smith Avenue. In February of 2017 amendments were made to the original MOU to include placement of a crane to allow for unloading and construction as well as closures for utility connections. In July of 2017 a second amendment was made to the MOU to reflect an extension of the completion date of the project. HMMAC is now requesting that the MOU be extended until August 31, 2017. This extension reflects unforeseen delays in construction. During this extension HMMAC shall keep the City of Bloomington informed of all closures and restriction of access to City Right-of-Way and shall give the City at least 48 hours of advanced warning of any closure or restriction.

Recommendation and Supporting Justification: The developers and city staff have had several conversations about ways to minimize the impact of the work on the various forms of travel thru this busy area. Staff is satisfied that this is the most workable solution to a difficult work site. Staff will also monitor the activity and would be willing to give the board a report at a later meeting. Staff has also prepared an amended memo of understanding to include the extension.

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

Third Amendment to Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
H.M. Mac Construction, LLC

The first amendment of this Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and H.M. Mac Construction, LLC, was approved by the Board on February 21, 2017, and outlined, the binding conditions placed upon and agreed to by H.M. Mac Construction, LLC, in exchange for use by H.M. Mac Construction, LLC, its agents and subcontractors, of certain public right of way during the construction of the Urban Station buildings at 405 South Walnut Street and 404 South Washington Street in Bloomington, Indiana (hereinafter the "Construction Site"). The first amendment is shown in bold type. The second amendment of this Memorandum of Understanding extended the date of completion from July 1, 2017 until August 17, 2017. The second amendment is shown in bold, underscored type. This third amendment extends the date of completion, which completion was originally set for July 1, 2017 under the first amendment and extended until August 17, 2017 under the second amendment. This third amendment appears in bold, underscored, italicized type. All terms of the first and second amendments of the MOU remain in full force and effect as do the terms of the original MOU which was approved by the board on November 16, 2016.

1. This MOU shall cover the time period from November 16 2016, through ***August 31, 2017***, inclusive.

2. Planning and Transportation shall allow H.M. Mac Construction, LLC, to block and restrict from general public usage the space along the east side of South Walnut Street and directly adjacent to the Construction Site as depicted in Exhibit "A", to block and restrict the portion of the East/West alley south of Smith Avenue between South Walnut and South Washington and directly adjacent to the construction site as depicted in Exhibit "B", to block and restrict the sidewalk along the west side of South Washington Street and directly adjacent to the construction site as depicted in Exhibit "C".

3. Planning and Transportation shall allow H.M. Mac Construction, LLC to temporarily block and restrict Smith Avenue from general usage between South Walnut and South Washington Streets for utility installation only on dates approved by, and coordinated with, Planning and Transportation staff. **Those approved dates are March 13, 2017 – March 24, 2017.**

4. **H.M. Mac Construction, LLC, has recently requested three (3) daily travel lane closures to accommodate the unloading of deliveries of materials to the Construction Site. These closures will expand the scope of the previously agreed upon right of way usage, as reflected in Exhibits D, E, and F attached hereto. Planning and Transportation shall allow said additional right of way usage for sixty (60) days along Walnut Street, followed by an additional sixty (60) days along**

Washington Street. <u>This term was approved through Board action on February 21, 2017. The first sixty (60) days granted herein expired on April 23, 2017 and the additional sixty (60) days granted herein expired on June 23, 2017.</u>

5. H.M. Mac Construction, 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. H.M. Mac Construction, LLC shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, H.M. Mac Construction, 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.

7. H.M. Mac Construction, LLC shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.

8. H.M. Mac Construction, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. H.M. Mac Construction, LLC, shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by H.M. Mac Construction, LLC, their employees, agents, contractors and subcontractors.

9. H.M. Mac Construction, 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.

10. 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.

11. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on

this project, in addition to any remedy or action spelled out in this MOU or available under law.

12. 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.

13. H.M. Mac Construction, 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 H.M. Mac Construction, 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.

14. Prior to beginning work, H.M. Mac Construction, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.

15. H.M. Mac Construction, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

16. Dustin McClain, H.M. Mac Construction, 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: _____

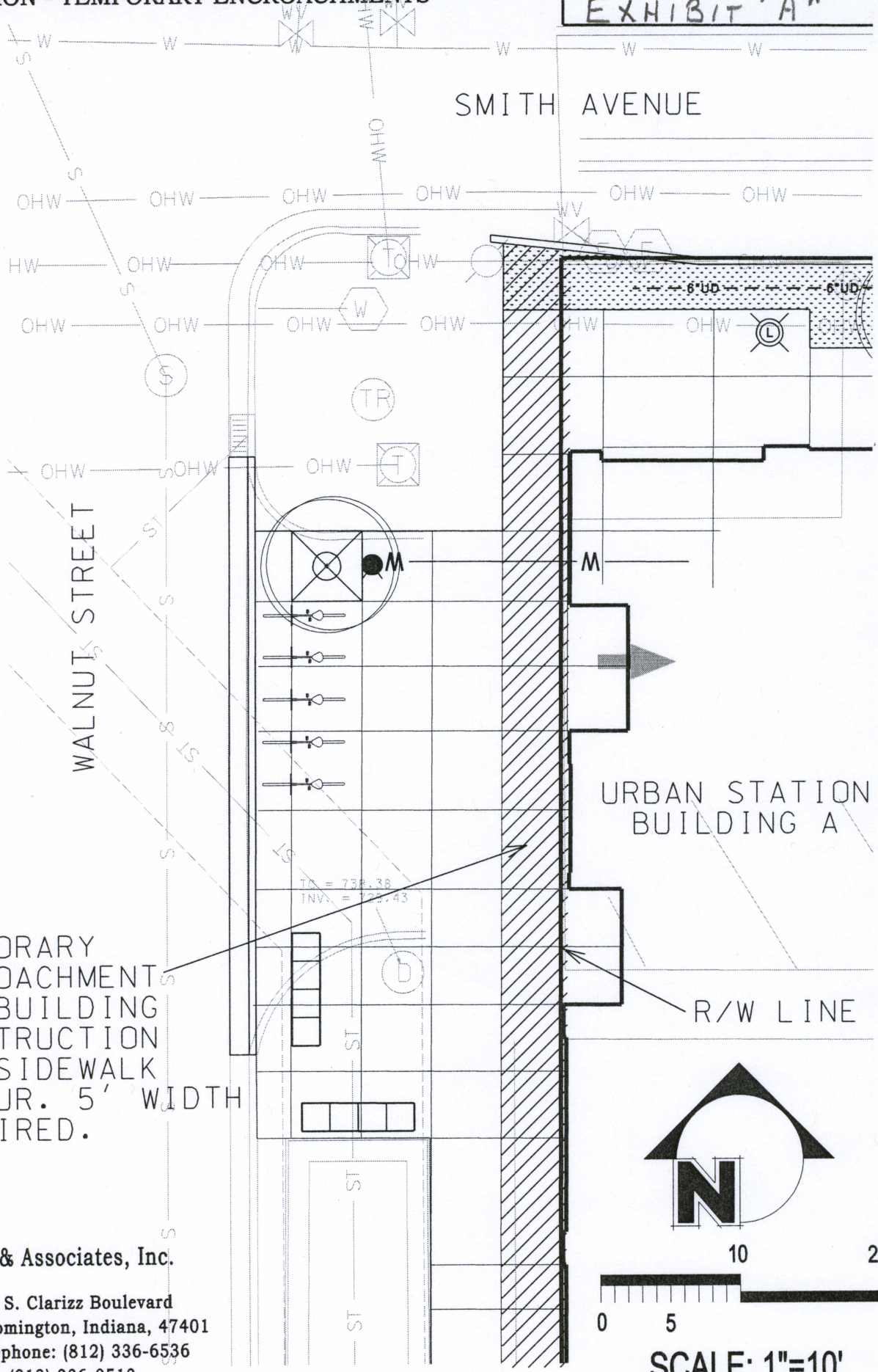
H.M. Mac Construction, LLC

By: _____
Dustin McClain, Vice President

Date: _____

URBAN STATION - TEMPORARY ENCROACHMENTS
BUILDING A

EXHIBIT "A"



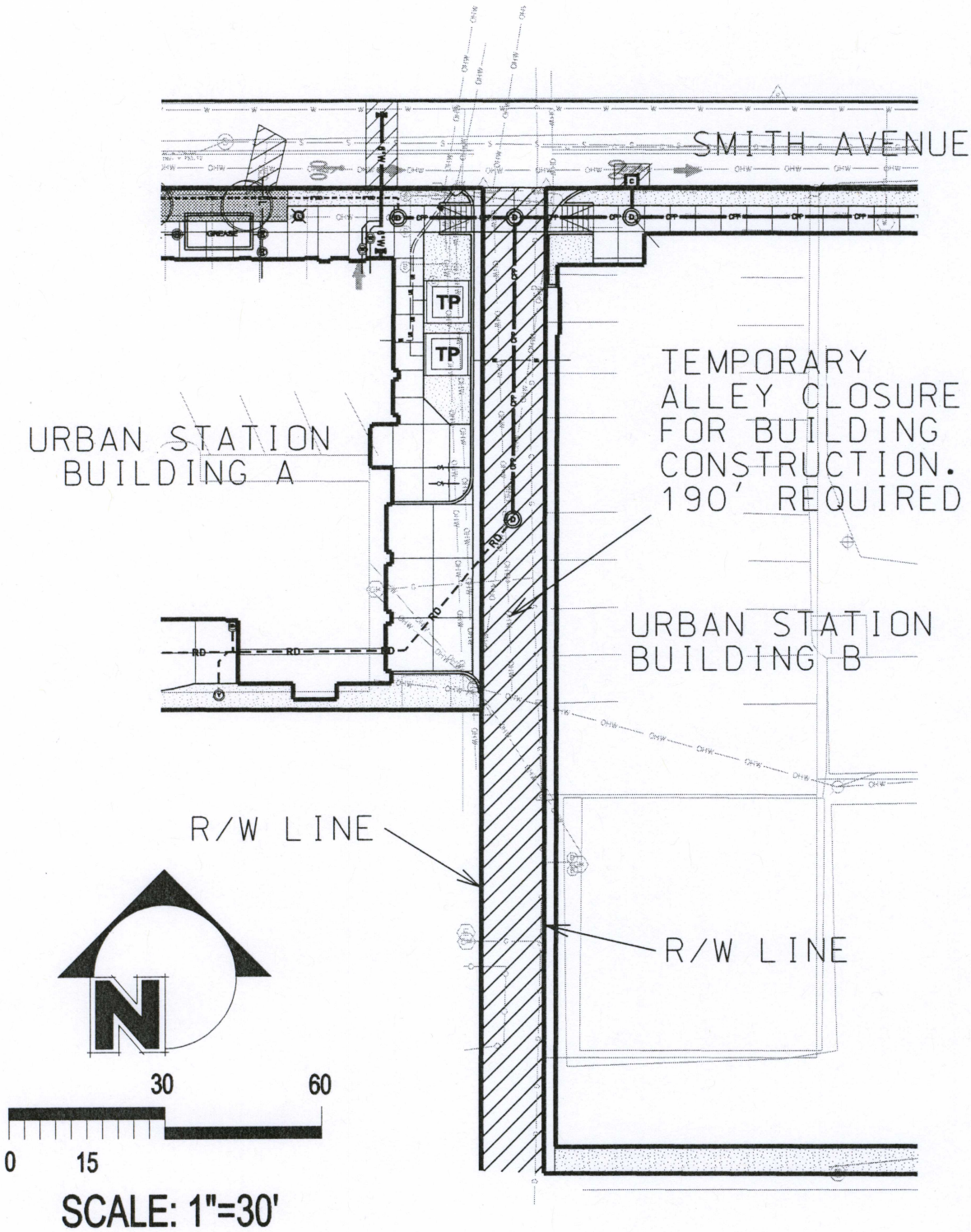
SCALE: 1"=10'

Smith Brehob & Associates, Inc.

453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: http://smithbrehob.com

URBAN STATION - ALLEY CLOSURE
BUILDING A/B

EXHIBIT "B"



SCALE: 1"=30'

Smith Brehob & Associates, Inc.

453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
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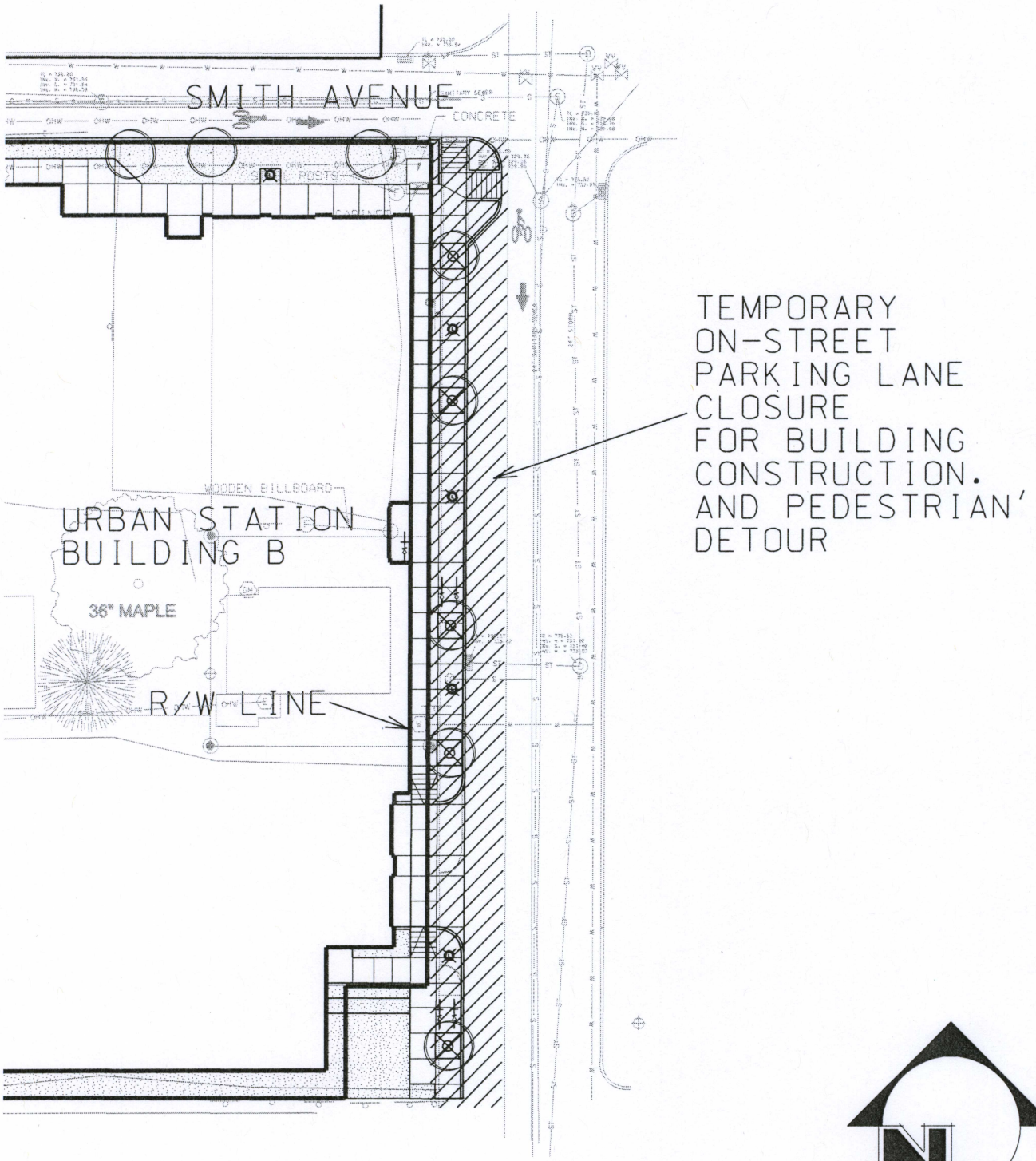
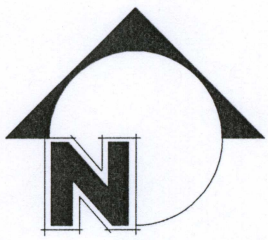
Web: http://smithbrehob.com

URBAN STATION - WASHINGTON STREET ON-STREET PARKING CLOSURE
BUILDING B

EXHIBIT "C"





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453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: http://smithbrehob.com

0 15 30 60

SCALE: 1"=30'

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
Fund **101 - General Fund (S0101)**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **52210 - Institutional Supplies**				
4045 - Datamars, INC	01-microchips-500, power supply cord, battery charger	08/11/2017		3,196.50
313 - Fastenal Company	01-trash bags, paper towels	08/11/2017		198.06
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline food-7/21/17	08/11/2017		350.76
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline prescription diet food-7/14/17	08/11/2017		163.07
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-7/14/17	08/11/2017		207.20
4586 - Hill's Pet Nutrition Sales, INC	01-credit due to price adjustment	08/11/2017		(457.92)
4633 - Midwest Veterinary Supply, INC	01-rabbit food-7/24/17	08/11/2017		110.54
4633 - Midwest Veterinary Supply, INC	01-bowls	08/11/2017		84.34
4633 - Midwest Veterinary Supply, INC	01-syringes-6/28/17	08/11/2017		86.10
4633 - Midwest Veterinary Supply, INC	01-sanitizer, syringes-7/19/17	08/11/2017		500.40
4633 - Midwest Veterinary Supply, INC	01-needles-7/19/17	08/11/2017		23.07
4137 - Patterson Veterinary Supply, INC	01-syringes	08/11/2017		170.20
4137 - Patterson Veterinary Supply, INC	01-antibiotics	08/11/2017		71.40
4666 - Zoetis, INC	01-antibiotics, canine vaccines	08/11/2017		580.69
4666 - Zoetis, INC	01-flea and parasite treatment	08/11/2017		676.50
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$5,960.91
Account **52340 - Other Repairs and Maintenance**				
53005 - Menards, INC	01-credit for return-wrong size	08/11/2017		(2.64)
53005 - Menards, INC	01-plastic ties, 6' table	08/11/2017		43.65
53005 - Menards, INC	01-garden stakes for event signs	08/11/2017		17.83
	Account **52340 - Other Repairs and Maintenance** Totals		Invoice Transactions	$58.84
Account **53130 - Medical**				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-7/3-7/13/17	08/11/2017		2,785.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, x-rays, spay/neuter surgeries, officevisit-7/18/17	08/11/2017		703.80
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter surgery, rabies vaccination-7/19/17	08/11/2017		63.90
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit, radiographs, bloodwork-7/6-7/7/17	08/11/2017		338.05
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, office visit, bloodwork-7/11/17	08/11/2017		545.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit for eye infection-7/11/17	08/11/2017		70.13
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit for abcess-7/10/17	08/11/2017		63.91
	Account **53130 - Medical** Totals		Invoice Transactions	$4,570.19
Account **53220 - Postage**				
205 - City Of Bloomington	01-PC Reimb-Clear Creek PO-certified mail-6/30/17	08/11/2017		26.36
	Account **53220 - Postage** Totals		Invoice Transactions	$26.36
Account **53310 - Printing**				
651 - Engraving & Stamp Center, INC	01-name tags for office staff	08/11/2017		20.98
	Account **53310 - Printing** Totals		Invoice Transactions	$20.98
Account **53960 - Grants**				
2370 - WildCare, INC	01-2017 Wildlife Rehabilitation Grant	08/11/2017		3,900.00
	Account **53960 - Grants** Totals		Invoice Transactions	$3,900.00
	Program **010000 - Main** Totals		Invoice Transactions	$14,537.28
	Department **01 - Animal Shelter** Totals		Invoice Transactions	$14,537.28
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
Jessica Shaw-Scott	14-Scott-refund overpayment pkg citation K1700524	08/11/2017		40.00
Steven Wornhoff	14-Wornhoff-refund overpayment pkg citation 683535	08/11/2017		40.00
	Account **46060 - Other Violations** Totals		Invoice Transactions	$80.00
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-surface-2.97 tons-5/25/17 (BC 2017-16)	08/11/2017		142.56
19278 - Milestone Contractors, LP	20-patching-5.68 tons-7/20/17 (BC 2017-16)	08/11/2017		272.64
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$415.20
	Program **020000 - Main** Totals		Invoice Transactions	$495.20
	Department **02 - Public Works** Totals		Invoice Transactions	$495.20
Department **04 - Economic & Sustainable Dev**				

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
Program **040000 - Main**				
Account **53230 - Travel**				
5684 - Sean M Starowitz	04 - reimbursement of travel expenses (taxi, per diem, parking)	08/11/2017		157.35
	Account **53230 - Travel** Totals		Invoice Transactions	$157.35
Account **53320 - Advertising**				
6082 - Limestone Media LLC (Limestone Post Magazine)	04 - Advertising Agreement for 6 months - one time payment	08/11/2017		570.00
	Account **53320 - Advertising** Totals		Invoice Transactions	$570.00
Account **53910 - Dues and Subscriptions**				
3560 - First Financial Bank / Credit Cards	04 Hootsuite 2017	08/11/2017		5.99
3560 - First Financial Bank / Credit Cards	04 - Notary Fee - State of Indiana for Laurel Waters	08/11/2017		11.22
1847 - Hylant of Indianapolis, LLC	04 - Bond - Notary - Laurel Waters	08/11/2017		50.00
	Account **53910 - Dues and Subscriptions** Totals		Invoice Transactions	$67.21
Account **53940 - Temporary Contractual Employee**				
203 - Indiana University	04 - Summer Intern Katherine Skayhan	08/11/2017		67.63
	Account **53940 - Temporary Contractual Employee** Totals		Invoice Transactions	$67.63
Account **53960 - Grants**				
3612 - Bloomington Open Studios Tour	04 - 2017 BAC Art Grant	08/11/2017		1,425.00
3595 - Carlson-Palmer Productions, LLC	04 - 2017 BAC Art Grant	08/11/2017		1,200.00
746 - Early Music Associates, INC	04 - 2017 BAC Art Grant - Bloomington Bach Cantanta Project	08/11/2017		1,350.00
992 - Lotus Education & Arts Foundation, INC	04 - 2017 BAC Art Grant	08/11/2017		1,600.00
5241 - Middle Coast Festival, INC	04 - 2017 BAC Art Grant	08/11/2017		1,300.00
4041 - Reimagining Opera For Kids, LLC	04 - 2017 BAC Art Grant	08/11/2017		1,500.00
6065 - The Burroughs Century, LTD	04 - 2017 BAC Art Grant	08/11/2017		800.00
	Account **53960 - Grants** Totals		Invoice Transactions	$9,175.00
Account **53970 - Mayor's Promotion of Business**				
6104 - The Pourhouse Cafe	04 - Meeting refreshments	08/11/2017		139.06
	Account **53970 - Mayor's Promotion of Business** Totals		Invoice Transactions	$139.06
	Program **040000 - Main** Totals		Invoice Transactions	$10,176.25
	Department **04 - Economic & Sustainable Dev** Totals		Invoice Transactions	$10,176.25
Department **05 - Common Council**				
Program **050000 - Main**				
Account **53960 - Grants**				
1138 - BCT Management, INC	05-City Council programming support-July-Sept 2017	08/11/2017		12,500.00
	Account **53960 - Grants** Totals		Invoice Transactions	$12,500.00
	Program **050000 - Main** Totals		Invoice Transactions	$12,500.00
	Department **05 - Common Council** Totals		Invoice Transactions	$12,500.00
Department **06 - Controller's Office**				
Program **060000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	06-Colored Paper for Parking (10 Reams)	08/11/2017		22.40
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$22.40
Account **52420 - Other Supplies**				
5819 - Synchrony Bank	06-Shredder for J Underwood Office	08/11/2017		47.50
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$47.50
Account **53310 - Printing**				
8002 - Safeguard Business Systems, INC	06-Envelopes for AP (W-ST-100-AP Checks)	08/11/2017		203.53
	Account **53310 - Printing** Totals		Invoice Transactions	$203.53
	Program **060000 - Main** Totals		Invoice Transactions	$273.43
	Department **06 - Controller's Office** Totals		Invoice Transactions	$273.43
Department **09 - CFRD**				
Program **090000 - Main**				
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	09-computer monitor	08/11/2017		167.25
891 - Lucy Schaich	09-reimburse for purchase from Quality Promo Products-drink tumb	08/11/2017		265.40
5103 - Staples Contract & Commercial, INC	09-Self Inking Stamp	08/11/2017		(11.48)
5103 - Staples Contract & Commercial, INC	09-Self Inkging Stamp	08/11/2017		11.48
4983 - Varidesk, LLC	09-stand up desk	08/11/2017		395.00
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$827.65
Account **53230 - Travel**				

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
891 - Lucy Schaich	09-parking IMU-6/21/17-Community Stakeholders	08/11/2017		8.75
	Account **53230 - Travel** Totals		Invoice Transactions	$8.75
Account **53640 - Hardware and Software Maintenance**				
891 - Lucy Schaich	09-Reimursement for Picmonkey Premium Annual membership-graphics	08/11/2017		47.88
	Account **53640 - Hardware and Software Maintenance** Totals		Invoice Transactions	$47.88
	Program **090000 - Main** Totals		Invoice Transactions	$884.28
	Department **09 - CFRD** Totals		Invoice Transactions	$884.28
Department **10 - Legal**				
Program **100000 - Main**				
Account **53120 - Special Legal Services**				
19660 - Bose McKinney & Evans, LLP	10-2016 Annexation-6/5/17-S. Unger	08/11/2017		552.50
199 - Monroe County Government	10-June copies (17)	08/11/2017		17.00
	Account **53120 - Special Legal Services** Totals		Invoice Transactions	$569.50
	Program **100000 - Main** Totals		Invoice Transactions	$569.50
	Department **10 - Legal** Totals		Invoice Transactions	$569.50
Department **11 - Mayor's Office**				
Program **110000 - Main**				
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	11-Adobe Creative Cloud for Laura Collins	08/11/2017		133.99
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$133.99
Account **53110 - Engineering and Architectural**				
3560 - First Financial Bank / Credit Cards	11-Transcriptive for Innovation projects	08/11/2017		199.00
	Account **53110 - Engineering and Architectural** Totals		Invoice Transactions	$199.00
	Program **110000 - Main** Totals		Invoice Transactions	$332.99
	Department **11 - Mayor's Office** Totals		Invoice Transactions	$332.99
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53160 - Instruction**				
3560 - First Financial Bank / Credit Cards	12 SHRM State Conference Fee M Uebel	08/11/2017		470.00
	Account **53160 - Instruction** Totals		Invoice Transactions	$470.00
Account **53320 - Advertising**				
3560 - First Financial Bank / Credit Cards	12 Job ad on Government jobs (HAND)	08/11/2017		175.00
	Account **53320 - Advertising** Totals		Invoice Transactions	$175.00
Account **53910 - Dues and Subscriptions**				
3560 - First Financial Bank / Credit Cards	12 SHRM Membership for M Uebel	08/11/2017		199.00
	Account **53910 - Dues and Subscriptions** Totals		Invoice Transactions	$199.00
	Program **120000 - Main** Totals		Invoice Transactions	$844.00
	Department **12 - Human Resources** Totals		Invoice Transactions	$844.00
Department **13 - Planning**				
Program **130000 - Main**				
Account **52420 - Other Supplies**				
4983 - Varidesk, LLC	13-Stand-up desk--ProPlus 36 (Black) (for Josh Desmond)	08/11/2017		395.00
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$395.00
Account **53160 - Instruction**				
3560 - First Financial Bank / Credit Cards	13 - Private Access to Public Right of Ways Webinar	08/11/2017		219.00
	Account **53160 - Instruction** Totals		Invoice Transactions	$219.00
Account **53990 - Other Services and Charges**				
199 - Monroe County Government	13-June copies-11	08/11/2017		11.00
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$11.00
	Program **130000 - Main** Totals		Invoice Transactions	$625.00
Program **131000 - Environmental**				
Account **52420 - Other Supplies**				
651 - Engraving & Stamp Center, INC	13- Name Tag for EC Member	08/11/2017		14.31
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$14.31
	Program **131000 - Environmental** Totals		Invoice Transactions	$14.31
	Department **13 - Planning** Totals		Invoice Transactions	$639.31
Department **19 - Facilities Maintenance**				
Program **190000 - Main**				
Account **52210 - Institutional Supplies**				

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
2966 - Barrett Supplies & Equipment, INC	19-CH-trash bags, foam soap, roll towels, toilet tissue	08/11/2017		1,000.49
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$1,000.49
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	19-CH-HAND-drywall screen, doit furnace filter	08/11/2017		9.67
409 - Black Lumber Co INC	19-CH-Legal-drywall screws, hardware	08/11/2017		5.48
394 - Kleindorfer Hardware & Variety	19-City Hall-6 screwdriver bits	08/11/2017		5.94
394 - Kleindorfer Hardware & Variety	19-City Hall-shop supplies-rebar ties, metal sign, broom	08/11/2017		36.63
	Account **52310 - Building Materials and Supplies** Totals		Invoice Transactions	$57.72
Account **52430 - Uniforms and Tools**				
788 - Bright Rental, LLC (Master Rental Center)	19-CH-Clerk's Office-dollies to move safes in office	08/11/2017		18.07
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$18.07
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-City Hall-HVAC repairs	08/11/2017		1,997.93
321 - Harrell Fish, INC	19-CH-CFR-blower motor wheel/capacitor repair	08/11/2017		1,268.17
321 - Harrell Fish, INC	19-CH-HR-inspected unit/ductwork to investigate chemical odor	08/11/2017		72.00
321 - Harrell Fish, INC	19-CH-HVAC repairs	08/11/2017		3,962.41
321 - Harrell Fish, INC	19-City Hall-inspect cooling tower	08/11/2017		72.00
	Account **53610 - Building Repairs** Totals		Invoice Transactions	$7,372.51
Account **53990 - Other Services and Charges**				
8353 - Umphress Masonry, INC	19-Kirkwood Planters-repairs 5/23/17	08/11/2017		1,060.00
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$1,060.00
	Program **190000 - Main** Totals		Invoice Transactions	$9,508.79
	Department **19 - Facilities Maintenance** Totals		Invoice Transactions	$9,508.79
Department **28 - ITS**				
Program **280000 - Main**				
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	28-BlueRay Writer	08/11/2017		87.99
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$87.99
Account **53160 - Instruction**				
3560 - First Financial Bank / Credit Cards	28 - Bob White Travel & Training (Spiceworks Conference)	08/11/2017		299.00
	Account **53160 - Instruction** Totals		Invoice Transactions	$299.00
Account **53230 - Travel**				
3560 - First Financial Bank / Credit Cards	28 - Bob White Travel & Training (Spiceworks Conference)	08/11/2017		435.60
765 - James R Goodman	28-hotel/travel/per diem reimb-San Diego Conf. 7/10-7/14/17	08/11/2017		1,098.52
6112 - Max Stier	28-hotel/travel/per diem reimb-San Diego Conf. 7/10-7/14/17	08/11/2017		1,098.52
	Account **53230 - Travel** Totals		Invoice Transactions	$2,632.64
Account **53910 - Dues and Subscriptions**				
3560 - First Financial Bank / Credit Cards	28 - Subscription to Canva	08/11/2017		104.31
3560 - First Financial Bank / Credit Cards	28 - Subscription to Canva	08/11/2017		103.98
3560 - First Financial Bank / Credit Cards	06-Canva Subscription	08/11/2017		97.11
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription	08/11/2017		20.00
	Account **53910 - Dues and Subscriptions** Totals		Invoice Transactions	$325.40
	Program **280000 - Main** Totals		Invoice Transactions	$3,345.03
	Department **28 - ITS** Totals		Invoice Transactions	$3,345.03
	Fund **101 - General Fund (S0101)** Totals		Invoice Transactions	$54,106.06
Fund **103 - Restricted Donations**				
Department **06 - Controller's Office**				
Program **400102 - Animal Supplies**				
Account **52210 - Institutional Supplies**				
4633 - Midwest Veterinary Supply, INC	01-antibiotics-7/24/17	08/11/2017		125.00
4633 - Midwest Veterinary Supply, INC	01-urine diagnostic strips, anti parasitic, calming pharamones	08/11/2017		348.83
4633 - Midwest Veterinary Supply, INC	01-antibiotics-7/17/17	08/11/2017		43.84
4633 - Midwest Veterinary Supply, INC	01-antibiotics-7/12/17	08/11/2017		26.50
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$544.17
	Program **400102 - Animal Supplies** Totals		Invoice Transactions	$544.17
	Department **06 - Controller's Office** Totals		Invoice Transactions	$544.17
	Fund **103 - Restricted Donations** Totals		Invoice Transactions	$544.17
Fund **249 - Grants Non Approp**				

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Department **04 - Economic & Sustainable Dev**				
Program **G17009 - 2017 Duke Youth ED**				
Account **52420 - Other Supplies**				
53005 - Menards, INC	04 - Energy Bus supplies	08/11/2017		39.98
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$39.98
	Program **G17009 - 2017 Duke Youth ED** Totals		Invoice Transactions	$39.98
	Department **04 - Economic & Sustainable Dev** Totals		Invoice Transactions	$39.98
	Fund **249 - Grants Non Approp** Totals		Invoice Transactions	$39.98
Fund **312 - Community Services**				
Department **09 - CFRD**				
Program **090003 - Com Serv - Status of Women**				
Account **53960 - Grants**				
6105 - Ashley Pirani	09-BCSW Leadership Scholarship Initiative-NOW Conference	08/11/2017		246.32
	Account **53960 - Grants** Totals		Invoice Transactions	$246.32
	Program **090003 - Com Serv - Status of Women** Totals		Invoice Transactions	$246.32
Program **090004 - Com Serv- Accessibility**				
Account **53990 - Other Services and Charges**				
50722 - Bloomington Bagel Co., INC	09-cookies for ADA Anniversary Celebration	08/11/2017		96.55
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$96.55
	Program **090004 - Com Serv- Accessibility** Totals		Invoice Transactions	$96.55
Program **090018 - CBVN**				
Account **53990 - Other Services and Charges**				
3560 - First Financial Bank / Credit Cards	09-Background screening systems test	08/11/2017		12.00
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$12.00
	Program **090018 - CBVN** Totals		Invoice Transactions	$12.00
	Department **09 - CFRD** Totals		Invoice Transactions	$354.87
	Fund **312 - Community Services** Totals		Invoice Transactions	$354.87
Fund **401 - Non-Reverting Telecom (S1146)**				
Department **25 - Telecommunications**				
Program **254000 - Infrastructure**				
Account **54450 - Equipment**				
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	08/11/2017		167.25
53442 - Paragon Micro, INC	28-Battery UPS's Capital Replacements	08/11/2017		914.85
	Account **54450 - Equipment** Totals		Invoice Transactions	$1,082.10
	Program **254000 - Infrastructure** Totals		Invoice Transactions	$1,082.10
Program **256000 - Services**				
Account **53640 - Hardware and Software Maintenance**				
3989 - Ricoh USA, INC	28-Copier Maint. & Support (29 units)-6/17-7/16/17	08/11/2017		1,567.78
	Account **53640 - Hardware and Software Maintenance** Totals		Invoice Transactions	$1,567.78
	Program **256000 - Services** Totals		Invoice Transactions	$1,567.78
	Department **25 - Telecommunications** Totals		Invoice Transactions	$2,649.88
	Fund **401 - Non-Reverting Telecom (S1146)** Totals		Invoice Transactions	$2,649.88
Fund **450 - Local Road and Street(S0706)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **53520 - Street Lights / Traffic Signals**				
5789 - ESL-Spectrum, INC (Lighting Services of Indiana)	20-Street Light Replacement at 7th & Walnut (Walnut St Garage)	08/11/2017		4,245.00
	Account **53520 - Street Lights / Traffic Signals** Totals		Invoice Transactions	$4,245.00
	Program **200000 - Main** Totals		Invoice Transactions	$4,245.00
	Department **20 - Street** Totals		Invoice Transactions	$4,245.00
	Fund **450 - Local Road and Street(S0706)** Totals		Invoice Transactions	$4,245.00
Fund **451 - Motor Vehicle Highway(S0708)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52210 - Institutional Supplies**				
313 - Fastenal Company	20-pavement markings-white paint	08/11/2017		43.23
480 - Hall Signs INC	20-flag holders, wood staff, new traffic pattern ahead signs	08/11/2017		1,381.10
	Account **52210 - Institutional Supplies** Totals		Invoice Transactions	$1,424.33
Account **52330 - Street , Alley, and Sewer Material**				
334 - Irving Materials, INC	20-401 N Morton-Class A Stone Ash-4.5 cy-6/29/17	08/11/2017		456.75

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334 - Irving Materials, INC	20-401 N Morton-Class A Stone Ash-5 cy-6/22/17	08/11/2017		507.50
334 - Irving Materials, INC	20-312 N Morton-Class A Stone Ash-2.50 cy-6/20/17	08/11/2017		253.75
334 - Irving Materials, INC	20-9th/Morton-Class A Stone Ash-3.50 cy-7/6/17	08/11/2017		355.25
334 - Irving Materials, INC	20-401 N Morton-Class A Stone Ash-4 cy-6/27/17	08/11/2017		406.00
365 - Rogers Group, INC	20-#11 stone-15.71 tons-6/20/17	08/11/2017		129.61
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$2,108.86
Account **52340 - Other Repairs and Maintenance**				
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-00460D	08/11/2017		22.68
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-105-305V PH-CNTL	08/11/2017		20.37
603 - Traffic Control Corporation	20-Ped Inserts	08/11/2017		1,552.00
	Account **52340 - Other Repairs and Maintenance** Totals		Invoice Transactions	$1,595.05
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-Sare/David Dr-#451-roundup for weed control	08/11/2017		21.97
409 - Black Lumber Co INC	20-#483-wasp spray/#451-roundup guardrail N. Walnut/SR 37	08/11/2017		26.95
409 - Black Lumber Co INC	20-#462-roundup for weed killer	08/11/2017		21.97
394 - Kleindorfer Hardware & Variety	20-visqueen	08/11/2017		28.99
394 - Kleindorfer Hardware & Variety	20-coupling, 4" pipe, glue	08/11/2017		15.28
394 - Kleindorfer Hardware & Variety	20-1 bag of wire ties for no pkg signs-800 BL W. 8th	08/11/2017		14.09
394 - Kleindorfer Hardware & Variety	20-2 brooms	08/11/2017		37.98
394 - Kleindorfer Hardware & Variety	20-2 boxes nitrile gloves	08/11/2017		22.98
394 - Kleindorfer Hardware & Variety	20-3/4 X 5 1/2 wedge bolts-4	08/11/2017		13.80
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$204.01
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-7/26/17	08/11/2017		26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-7/12/17	08/11/2017		26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-7/19/17	08/11/2017		26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/26/17	08/11/2017		21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/12/17	08/11/2017		23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/19/17	08/11/2017		23.05
	Account **53920 - Laundry and Other Sanitation Services** Totals		Invoice Transactions	$147.17
Account **53990 - Other Services and Charges**				
467 - Groomer Construction, INC	20-Contract Services for Sidewalk Repair (BC 2017- 34)	08/11/2017		18,796.15
Yuxuan Tang	20-Tang-accident -7/3/17-Dunn Street-hit from behind T. Crowe	08/11/2017		682.73
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$19,478.88
	Program **200000 - Main** Totals		Invoice Transactions	$24,958.30
	Department **20 - Street** Totals		Invoice Transactions	$24,958.30
	Fund **451 - Motor Vehicle Highway(S0708)** Totals		Invoice Transactions	$24,958.30
Fund **452 - Parking Facilities(S9502)**				
Department **26 - Parking**				
Program **260000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	26-Pkg Garages-rubber bands	08/11/2017		9.36
	Account **52110 - Office Supplies** Totals		Invoice Transactions	$9.36
Account **52310 - Building Materials and Supplies**				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-sawsall blades	08/11/2017		13.59
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-ruler, paint, utility knife	08/11/2017		50.64
4443 - The Sherwin Williams Company	26-4th St Garage-painting supplies for basement	08/11/2017		155.50
	Account **52310 - Building Materials and Supplies** Totals		Invoice Transactions	$219.73
Account **52340 - Other Repairs and Maintenance**				
3397 - Evens Time, INC	26-4h St Garage-repair/replace damaged gate box	08/11/2017		3,512.47
480 - Hall Signs INC	26-Pkg Garages-handicap signs	08/11/2017		176.96
227 - Otis Elevator Company	26-4th St Garage-elevator serv. contract-8/1/17-7/31/18	08/11/2017		8,339.76
	Account **52340 - Other Repairs and Maintenance** Totals		Invoice Transactions	$12,029.19
Account **52430 - Uniforms and Tools**				
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Pkg Garages-replacement uniforms for employees	08/11/2017		1,790.13
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$1,790.13
Account **53840 - Lease Payments**				

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512 - 7th & Walnut , LLC	26-Walnut St Garage-September 2017 rent	08/11/2017		18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-September 2017 rent	08/11/2017		36,405.49
	Account **53840 - Lease Payments** Totals		Invoice Transactions	$55,165.47
	Program **260000 - Main** Totals		Invoice Transactions	$69,213.88
	Department **26 - Parking** Totals		Invoice Transactions	$69,213.88
	Fund **452 - Parking Facilities(S9502)** Totals		Invoice Transactions	$69,213.88
Fund **601 - Cum Cap Development(S2391)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-tack-200.00 gal-6/2/17 (BC 2017-16)	08/11/2017		700.00
19278 - Milestone Contractors, LP	20-Elderberry-surface-118.46 tons-7/10/17	08/11/2017		5,456.94
19278 - Milestone Contractors, LP	20-Washington-surface, patching-61.27 tons-7/11/17	08/11/2017		4,126.74
19278 - Milestone Contractors, LP	20-Morton St-surface-109.72 tons-7/12/17	08/11/2017		5,266.56
19278 - Milestone Contractors, LP	20-Washington St-surface-225.71 tons-7/12/17	08/11/2017		10,834.08
19278 - Milestone Contractors, LP	20-Washington St-surface-92.82 tons-7/13/17	08/11/2017		2,900.28
19278 - Milestone Contractors, LP	20-Washington St-surface, patching-299.40 tons-7/17/17	08/11/2017		14,371.20
19278 - Milestone Contractors, LP	20-Washington-surface, patching-37.34 tons-7/18/17	08/11/2017		1,792.32
19278 - Milestone Contractors, LP	20-patching-8.93 tons-7/19/17	08/11/2017		352.50
19278 - Milestone Contractors, LP	20-Regents Circle-surface, patching-21.22 tons-7/20/17	08/11/2017		996.69
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice Transactions	$46,797.31
Account **53990 - Other Services and Charges**				
19278 - Milestone Contractors, LP	20-Forrester/Elderberry/Olcott/Winston/Morton-milling-	08/11/2017		30,000.00
	Account **53990 - Other Services and Charges** Totals		Invoice Transactions	$30,000.00
Account **54110 - Land Purchase**				
William Drummond Mansfield	02-Tapp & Rockport ROW Parcel 19	08/11/2017		19,765.00
South Congregation Of Jehovah's Witnesses	02-Tapp & Rockport Improvement Parcel 2	08/11/2017		10,865.00
Hugh D Uhls	06-Tapp Road & Rockport Improvement Parcel 18	08/11/2017		5,650.00
	Account **54110 - Land Purchase** Totals		Invoice Transactions	$36,280.00
Account **54310 - Improvements Other Than Building**				
399 - American Structurepoint, INC	13-17th/Arlington/Monroe-insp. services 6/1-6/30/17 (2013-43)	08/11/2017		466.76
19362 - CrossRoad Engineers, PC	13-Old SR 37/Dunn St Curve-insp. services 6/3-7/7/17 (BC 2017-47)	08/11/2017		1,530.02
	Account **54310 - Improvements Other Than Building** Totals		Invoice Transactions	$1,996.78
	Program **020000 - Main** Totals		Invoice Transactions	$115,074.09
	Department **02 - Public Works** Totals		Invoice Transactions	$115,074.09
	Fund **601 - Cum Cap Development(S2391)** Totals		Invoice Transactions	$115,074.09
Fund **730 - Solid Waste (S6401)**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **52310 - Building Materials and Supplies**				
53005 - Menards, INC	19-Sanitation-dsnfct wipes, bleach, hand soap	08/11/2017		31.91
	Account **52310 - Building Materials and Supplies** Totals		Invoice Transactions	$31.91
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	16-3 replacement trash cans	08/11/2017		59.97
248 - Cosner's Ice Company	16-ice for employees-98 7# bags	08/11/2017		142.10
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$202.07
Account **52430 - Uniforms and Tools**				
313 - Fastenal Company	16-vending machine supp-drink mix,earplugs,gloves, safety glasse	08/11/2017		423.68
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$423.68
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	16-D. Ham-drug screen DOT 5 Panel E Screen	08/11/2017		43.00
231 - Indiana University Health Bloomington, INC	16-J. Banks-drug screen breath alcohol test-DOT	08/11/2017		40.00
231 - Indiana University Health Bloomington, INC	16-D. Fields-vaccine Hep B Adult, IM	08/11/2017		93.00
231 - Indiana University Health Bloomington, INC	16-L. Armes-vaccine Hep B Adult, IM	08/11/2017		93.00
	Account **53130 - Medical** Totals		Invoice Transactions	$269.00
Account **53610 - Building Repairs**				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	19-Sanitation-repair back door	08/11/2017		170.00
	Account **53610 - Building Repairs** Totals		Invoice Transactions	$170.00

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Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/19/17	08/11/2017		7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-7/19/17	08/11/2017		31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-7/26/17	08/11/2017		31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/26/17	08/11/2017		7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/2/17	08/11/2017		7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/2/17	08/11/2017		31.87
	Account **53920 - Laundry and Other Sanitation Services** Totals		Invoice Transactions	$118.08
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-7/3-7/13/17	08/11/2017		8,733.60
	Account **53950 - Landfill** Totals		Invoice Transactions	$8,733.60
	Program **160000 - Main** Totals		Invoice Transactions	$9,948.34
	Department **16 - Sanitation** Totals		Invoice Transactions	$9,948.34
	Fund **730 - Solid Waste (S6401)** Totals		Invoice Transactions	$9,948.34
Fund **800 - Risk Management(S0203)**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **52430 - Uniforms and Tools**				
3560 - First Financial Bank / Credit Cards	10 FFB Shoe Carnival 28229	08/11/2017		100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Wilson	08/11/2017		90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-H. Kinser	08/11/2017		100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Rogers	08/11/2017		100.00
54207 - Smith's Shoe Center	10-safety shoes-D. Ham	08/11/2017		100.00
	Account **52430 - Uniforms and Tools** Totals		Invoice Transactions	$490.00
Account **53130 - Medical**				
6115 - Eric R Richardson	10-CDL physical 2017	08/11/2017		80.00
	Account **53130 - Medical** Totals		Invoice Transactions	$80.00
Account **53420 - Worker's Comp & Risk**				
2618 - Southeastern Indiana Health Operations, INC	12 TTD for pay date 8/4/17	08/02/2017		1,287.07
	Account **53420 - Worker's Comp & Risk** Totals		Invoice Transactions	$1,287.07
	Program **100000 - Main** Totals		Invoice Transactions	$1,857.07
	Department **10 - Legal** Totals		Invoice Transactions	$1,857.07
	Fund **800 - Risk Management(S0203)** Totals		Invoice Transactions	$1,857.07
Fund **801 - Health Insurance Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1201 - Other Services and Charges Health Insurance**				
17785 - The Howard E. Nyhart Company, INC	12-July Wellness Reimbursements	08/02/2017		4,156.91
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals		Invoice Transactions	$4,156.91
	Program **120000 - Main** Totals		Invoice Transactions	$4,156.91
	Department **12 - Human Resources** Totals		Invoice Transactions	$4,156.91
	Fund **801 - Health Insurance Trust** Totals		Invoice Transactions	$4,156.91
Fund **802 - Fleet Maintenance(S9500)**				
Department **17 - Fleet Maintenance**				
Program **170000 - Main**				
Account **47120 - Sale of Property**				
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR CFRD	08/11/2017		7.52
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR ESD	08/11/2017		5.64
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR PW FACILITIES	08/11/2017		344.69
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR FIRE	08/11/2017		1,467.63
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR PARKS	08/11/2017		919.69
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR POLICE	08/11/2017		96.76
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR STREET	08/11/2017		4,768.40
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR CITY VEHICLES	08/11/2017		119,192.43
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR ITS	08/11/2017		977.99
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR LEGAL	08/11/2017		5.32
205 - City Of Bloomington	17 - AUCTION PROCEEDS FOR RISK	08/11/2017		237.91
208 - City Of Bloomington Utilities	17 - AUCTION PROCEEDS FOR UTILITIES	08/11/2017		15,153.86

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6038 - Haley Auction Service, LLC	17 - AUCTIONEER FEE	08/11/2017	7,681.02
6038 - Haley Auction Service, LLC	17 - REIMBRUSEMENT OF ACUTION ADVERTISING	08/11/2017	1,324.72
	Account **47120 - Sale of Property** Totals	Invoice Transactions	$152,183.58
Account **52230 - Garage and Motor Supplies**			
50605 - Bauer Built, INC	17-TIRES	08/11/2017	3,358.80
50605 - Bauer Built, INC	17-TIRES	08/11/2017	140.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/11/2017	270.75
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/11/2017	995.06
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/11/2017	299.25
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/11/2017	592.12
	Account **52230 - Garage and Motor Supplies** Totals	Invoice Transactions	$5,655.98
Account **52240 - Fuel and Oil**			
177 - Indiana Oxygen Co	17 - PROPANE FOR FORK LIFT	08/11/2017	69.84
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	08/11/2017	16,314.18
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	08/11/2017	14,883.34
	Account **52240 - Fuel and Oil** Totals	Invoice Transactions	$31,267.36
Account **52320 - Motor Vehicle Repair**			
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	08/11/2017	11.98
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	08/11/2017	20.99
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	08/11/2017	6.99
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	08/11/2017	7.98
244 - Bloomington Ford, INC	17-#121 HUB CAP	08/11/2017	51.43
244 - Bloomington Ford, INC	17-#120 ORING KITS	08/11/2017	65.55
244 - Bloomington Ford, INC	17-#633 TRANS FILTER AND GASKET	08/11/2017	39.97
244 - Bloomington Ford, INC	17-#633 RADIATOR	08/11/2017	155.62
244 - Bloomington Ford, INC	17-#942 HEATER WATER TUBE AND ORINGS	08/11/2017	33.89
244 - Bloomington Ford, INC	17-#942 HEATER WATER TUBE AND ORINGS	08/11/2017	25.38
244 - Bloomington Ford, INC	17-CORE RETURN (14601)	08/11/2017	(50.00)
244 - Bloomington Ford, INC	17-#138 BRAKE CALIPER	08/11/2017	96.22
413 - Bloomington Paint & Wallpaper Co	17-SHOP PAINT	08/11/2017	63.41
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	45.54
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	216.02
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	203.44
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	62.39
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	216.02
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	64.12
4335 - Circle Distributing, INC	17-MISC PARTS	08/11/2017	90.70
4335 - Circle Distributing, INC	17-PART RETURNS 7692	08/11/2017	(50.00)
4335 - Circle Distributing, INC	17-PART RETURNS 7692	08/11/2017	(108.97)
594 - Curry Auto Center, INC	17-CORE RETURN (14669)	08/11/2017	(20.00)
594 - Curry Auto Center, INC	17-#704 POWER STEERING PUMP	08/11/2017	202.49
594 - Curry Auto Center, INC	17-#673 TAILSHAFT SEAL	08/11/2017	12.10
594 - Curry Auto Center, INC	17-#704 FUEL PUMP	08/11/2017	276.05
51827 - Fire Service, INC	17 - #391 PARTS AND LABOR FOR FIRE TRUCK	08/11/2017	4,226.02
4387 - Force America Distributing, LLC	17-#430 SIGHT GLASS	08/11/2017	26.95
4044 - Industrial Hydraulics, INC	17-#439 CYLINDER REPAIR & PARTS	08/11/2017	695.00
455 - Industrial Service & Supply, INC	17-#951 HOSE	08/11/2017	177.64
455 - Industrial Service & Supply, INC	17-STOCK HYD SPRIAL WRAP	08/11/2017	624.36
455 - Industrial Service & Supply, INC	17-#648 HYD HOSE AND FITTINGS	08/11/2017	88.30
455 - Industrial Service & Supply, INC	17-#632 HYD HOSE	08/11/2017	261.34
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	08/11/2017	402.92
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	08/11/2017	83.02
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	08/11/2017	47.98
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	08/11/2017	50.96
8181 - Lawson Products, INC	17-MISC PARTS	08/11/2017	497.96
2974 - MacAllister Machinery Co, INC	17-#449 BOLTS, NUTS AND WASHERS	08/11/2017	35.12

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
787 - Motor Service Corporation	17-MISC PARTS	08/11/2017		37.28
787 - Motor Service Corporation	17-MISC PARTS	08/11/2017		49.58
787 - Motor Service Corporation	17-MISC PARTS	08/11/2017		393.60
787 - Motor Service Corporation	17-MISC PARTS	08/11/2017		16.36
787 - Motor Service Corporation	17-MISC PARTS	08/11/2017		41.98
786 - Richard's Small Engine, INC	17 - SMALL REPAIR PARTS FOR FIRE DEPT SMALL EQUIPMENT	08/11/2017		21.03
786 - Richard's Small Engine, INC	17 - SMALL REPAIR PARTS FOR FIRE DEPT SMALL EQUIPMENT	08/11/2017		643.22
786 - Richard's Small Engine, INC	1-#660 DECK BELT	08/11/2017		76.13
786 - Richard's Small Engine, INC	17-#724 SENSORS	08/11/2017		138.00
786 - Richard's Small Engine, INC	17-#660 FAN BLADE, SHROUD	08/11/2017		71.32
54351 - Sternberg, INC	17-#466 SLACK ADJUSTER	08/11/2017		149.37
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 EXPANSION PLUG	08/11/2017		48.75
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#430 BRAKE LAMPS	08/11/2017		61.57
2096 - West Side Tractor Sales Co.	17-#468/STK FILTER AND OIL TEST KITS	08/11/2017		262.46
2096 - West Side Tractor Sales Co.	17-SHOP JD KEYS	08/11/2017		14.28
	Account **52320 - Motor Vehicle Repair** Totals		Invoice Transactions	$10,981.81
Account **52420 - Other Supplies**				
51565 - EmJay Automotive Equipment, LLC	17 - CASTERS FOR OIL DRAIN CADDY	08/11/2017		32.07
	Account **52420 - Other Supplies** Totals		Invoice Transactions	$32.07
Account **53620 - Motor Repairs**				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#162 PARTS AND LABOR FOR WINDSHIELD	08/11/2017		190.00
4250 - Bob Jones Radiator	17-#483 fuel tank repair	08/11/2017		40.00
51827 - Fire Service, INC	17 - #391 PARTS AND LABOR FOR FIRE TRUCK	08/11/2017		1,376.99
4044 - Industrial Hydraulics, INC	17-#439 CYLINDER REPAIR & PARTS	08/11/2017		152.45
	Account **53620 - Motor Repairs** Totals		Invoice Transactions	$1,759.44
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		67.91
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		67.39
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		67.91
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	08/11/2017		67.39
	Account **53920 - Laundry and Other Sanitation Services** Totals		Invoice Transactions	$323.88
	Program **170000 - Main** Totals		Invoice Transactions	$202,204.12
	Department **17 - Fleet Maintenance** Totals		Invoice Transactions	$202,204.12
	Fund **802 - Fleet Maintenance(S9500)** Totals		Invoice Transactions	$202,204.12
Fund **804 - Insurance Voluntary Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	07/31/2017		563.22
17785 - The Howard E. Nyhart Company, INC	12-CIty URM	07/31/2017		1,097.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/01/2017		25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/01/2017		75.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/02/2017		20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/03/2017		549.37
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals		Invoice Transactions	$2,330.11
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	07/31/2017		135.00
17785 - The Howard E. Nyhart Company, INC	18-CIty/Util URM	07/31/2017		55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/01/2017		15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/03/2017		181.85
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals		Invoice Transactions	$386.85
Account **53990.1283 - Other Services and Charges Health Savings Account**				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2017	08/03/2017		14,849.17

Board of Public Works Claim Register

Invoice Date Range 07/31/17 - 08/11/17

Vendor	Invoice Description	G/L Date		Invoice Amount
	Account **53990.1283 - Other Services and Charges Health Savings Account** Totals		Invoice Transactions	$14,849.17
	Program **120000 - Main** Totals		Invoice Transactions	$17,566.13
	Department **12 - Human Resources** Totals		Invoice Transactions	$17,566.13
	Fund **804 - Insurance Voluntary Trust** Totals		Invoice Transactions	$17,566.13
Fund **978 - City 2016 GO Bond Proceeds**				
Department **06 - Controller's Office**				
Program **06016D - 2016 D Multi Use Paths**				
Account **54310 - Improvements Other Than Building**				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-invoice date 7/14/17 (BC 2017-28)	08/11/2017		4,104.75
	Account **54310 - Improvements Other Than Building** Totals		Invoice Transactions	$4,104.75
	Program **06016D - 2016 D Multi Use Paths** Totals		Invoice Transactions	$4,104.75
Program **06016E - 2016 E 7 Sanitation Trucks**				
Account **54440 - Motor Equipment**				
941 - Central Indiana Truck Equipment Corporation	17 - DP-Python ASL 2 of 2 bond 978-06-06016E	08/04/2017		286,920.00
941 - Central Indiana Truck Equipment Corporation	17 - DP-Python ASL 1 of 2 bond 978-06-06016E	08/04/2017		286,920.00
	Account **54440 - Motor Equipment** Totals		Invoice Transactions	$573,840.00
	Program **06016E - 2016 E 7 Sanitation Trucks** Totals		Invoice Transactions	$573,840.00
	Department **06 - Controller's Office** Totals		Invoice Transactions	$577,944.75
	Fund **978 - City 2016 GO Bond Proceeds** Totals		Invoice Transactions	$577,944.75
			Invoice Transactions	$1,084,863.55

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	6/28/2017	EFT	804	FLEX	7/5/2017	370.80
2	6/30/2017	EFT	804	FLEX	7/3/2017	787.72
3	7/1/2017	EFT	804	FLEX	7/3/2017	658.64
4	7/2/2017	EFT	804	FLEX	7/3/2017	40.00
5	7/3/2017	EFT	804	FLEX/DDC	7/3/2017	1,270.00
6	7/3/2017	EFT	804	FLEX	7/5/2017	224.14
7	7/4/2017	EFT	804	FLEX	7/5/2017	179.57
8	7/5/2017	EFT	800	Workers Comp	7/5/2017	2,164.58
9	7/5/2017	EFT	804	GYM/Massage	7/5/2017	3,857.00
10	7/5/2017	EFT	801	IACT	7/5/2017	747,852.07
11	7/5/2017	EFT	804	FLEX	7/6/2017	50.00
12	7/6/2017	EFT	804	H.S.A. ER	7/6/2017	206.04
13	7/6/2017	EFT	801	H.S.A. EE	7/6/2017	14,899.17
14	7/6/2017	EFT	804	FLEX	7/10/2017	191.79
15	7/7/2017	EFT	804	FLEX	7/10/2017	334.07
16	7/8/2017	EFT	804	FLEX	7/10/2017	510.00
17	7/10/2017	EFT	804	FLEX	7/12/2017	485.18
18	7/11/2017	EFT	804	FLEX	7/12/2017	262.70
19	7/11/2017	EFT	804	FLEX/DDC	7/12/2017	693.59
20	7/12/2017	EFT	804	FLEX	7/13/2017	1,584.56
21	7/13/2017	EFT	604	FLEX	7/14/2017	302.19
22	7/14/2017	EFT	804	FLEX	7/17/2017	323.35
27	7/15/2017	EFT	804	FLEX	7/17/2017	160.00
28	7/16/2017	EFT	804	FLEX	7/17/2017	10.00
29	7/18/2017	EFT	804	FLEX-MedRem	7/21/2017	993.72
26	7/18/2017	EFT	804	H.S.A. ER	7/21/2017	182.19
30	7/17/2017	EFT	804	FLEX	7/21/2017	192.00
25	7/18/2017	EFT	804	FLEX	7/19/2017	379.32
24	7/19/2017	EFT	804	FLEX	7/20/2017	109.00
23	7/20/2017	EFT	804	FLEX/DDC	7/21/2017	446.58
31	7/21/2017	EFT	801	CIGNA	7/24/2017	35,653.01
32	7/20/2017	EFT	804	H.S.A. EE	7/21/2017	14,899.17
33	7/20/2017	EFT	800	Workers Comp	7/20/2017	2,117.90
34	7/20/2017	EFT	800	Workers Comp	7/21/2017	246.18
35	7/20/2017	EFT	800	Workers Comp	7/21/2017	15,214.73
36	7/20/2017	EFT	800	Workers Comp	7/21/2017	3,962.88
37	7/21/2017	EFT	804	FLEX	7/24/2017	285.02
38	7/22/2017	EFT	804	FLEX	7/24/2017	90.00
39	7/23/2017	EFT	804	FLEX	7/24/2017	91.59
40	7/25/2017	EFT	804	FLEX	7/27/2017	264.55
41	7/26/2017	EFT	804	FLEX	7/27/2017	331.09
42	7/27/2017	EFT	804	FLEX	7/28/2017	140.60
43	7/28/2017	EFT	804	FLEX	7/31/2017	698.22
44	7/29/2017	EFT	804	FLEX	7/31/2017	1,097.52
45	7/30/2017	EFT	804	FLEX	7.31-17	55.00
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						854,887.43

ALLOWANCE OF CLAIMS

$ 854,887.43

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 Claim Register

Invoice Date Range 07/26/17 - 07/27/17
Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PWDIVX07192017	02-PW Divisions-cell phone charges 6/12-	Paid by Check # 65920		07/26/2017	07/26/2017	07/26/2017		07/26/2017	120.59
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$120.59
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927		07/26/2017	07/26/2017	07/26/2017		07/26/2017	1,445.08
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$1,445.08
				Program **010000 - Main** Totals				Invoice Transactions 2		$1,565.67
				Department **01 - Animal Shelter** Totals				Invoice Transactions 2		$1,565.67
Department **12 - Human Resources**										
Program **120000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	HRX07192017	12-cell phone charges 6/12-7/11/17	Paid by Check # 65915		07/26/2017	07/26/2017	07/26/2017		07/26/2017	26.19
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$26.19
				Program **120000 - Main** Totals				Invoice Transactions 1		$26.19
				Department **12 - Human Resources** Totals				Invoice Transactions 1		$26.19
Department **13 - Planning**										
Program **130000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	P&TX07192017	13-cell phone charges 6/12-7/11/17	Paid by Check # 65917		07/26/2017	07/26/2017	07/26/2017		07/26/2017	276.32
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$276.32
				Program **130000 - Main** Totals				Invoice Transactions 1		$276.32
				Department **13 - Planning** Totals				Invoice Transactions 1		$276.32
Department **19 - Facilities Maintenance**										
Program **190000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PWDIVX07192017	02-PW Divisions-cell phone charges 6/12-	Paid by Check # 65920		07/26/2017	07/26/2017	07/26/2017		07/26/2017	183.28
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$183.28
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927		07/26/2017	07/26/2017	07/26/2017		07/26/2017	8,976.36
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$8,976.36
				Program **190000 - Main** Totals				Invoice Transactions 2		$9,159.64
				Department **19 - Facilities Maintenance** Totals				Invoice Transactions 2		$9,159.64
Department **28 - ITS**										
Program **280000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812339226107-17	28-phone charges 6/20-7/19/17-#812 339-2261	Paid by Check # 65912		07/26/2017	07/26/2017	07/26/2017		07/26/2017	5,542.66
13969 - AT&T Mobility II, LLC	ITSX07192017	28-cell phone charges 6/12-7/11/17	Paid by Check # 65916		07/26/2017	07/26/2017	07/26/2017		07/26/2017	678.62
				Account **53210 - Telephone** Totals				Invoice Transactions 2		$6,221.28

				Program **280000 - Main** Totals		Invoice Transactions 2		$6,221.28
				Department **28 - ITS** Totals		Invoice Transactions 2		$6,221.28
				Fund **101 - General Fund (S0101)** Totals		Invoice Transactions 8		$17,249.10
Fund **401 - Non-Reverting Telecom (S1146)**								
Department **25 - Telecommunications**								
Program **256000 - Services**								
Account **53150 - Communications Contract**								
4170 - Comcast Cable Communications, INC	3550NKNSR70317	28-3550 N Kinser Pk-business internet 7/16-	Paid by Check # 65926	07/26/2017	07/26/2017	07/26/2017	07/26/2017	104.85
4170 - Comcast Cable Communications, INC	401NMRTN71917	28-401 N Morton-business internet 8/1-	Paid by Check # 65924	07/26/2017	07/26/2017	07/26/2017	07/26/2017	149.85
				Account **53150 - Communications Contract** Totals		Invoice Transactions 2		$254.70
				Program **256000 - Services** Totals		Invoice Transactions 2		$254.70
				Department **25 - Telecommunications** Totals		Invoice Transactions 2		$254.70
				Fund **401 - Non-Reverting Telecom (S1146)** Totals		Invoice Transactions 2		$254.70
Fund **451 - Motor Vehicle Highway(S0708)**								
Department **20 - Street**								
Program **200000 - Main**								
Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PWDIVX07192017	02-PW Divisions-cell phone charges 6/12-	Paid by Check # 65920	07/26/2017	07/26/2017	07/26/2017	07/26/2017	184.44
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$184.44
Account **53510 - Electrical Services**								
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927	07/26/2017	07/26/2017	07/26/2017	07/26/2017	651.45
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$651.45
				Program **200000 - Main** Totals		Invoice Transactions 2		$835.89
				Department **20 - Street** Totals		Invoice Transactions 2		$835.89
				Fund **451 - Motor Vehicle Highway(S0708)** Totals		Invoice Transactions 2		$835.89
Fund **452 - Parking Facilities(S9502)**								
Department **26 - Parking**								
Program **260000 - Main**								
Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PKGGARX07192017	26-Pkg Garages-cell phone charges 612-	Paid by Check # 65919	07/26/2017	07/26/2017	07/26/2017	07/26/2017	132.38
13969 - AT&T Mobility II, LLC	PKGENFX07192017	26-Pkg Enforcement Officers-cell phone	Paid by Check # 65918	07/26/2017	07/26/2017	07/26/2017	07/26/2017	46.11
				Account **53210 - Telephone** Totals		Invoice Transactions 2		$178.49
Account **53510 - Electrical Services**								
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927	07/26/2017	07/26/2017	07/26/2017	07/26/2017	4,863.92
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$4,863.92
				Program **260000 - Main** Totals		Invoice Transactions 3		$5,042.41
				Department **26 - Parking** Totals		Invoice Transactions 3		$5,042.41
				Fund **452 - Parking Facilities(S9502)** Totals		Invoice Transactions 3		$5,042.41
Fund **454 - Alternative Transport(S6301)**								
Department **02 - Public Works**								
Program **020000 - Main**								
Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PKGENFX07192017	26-Pkg Enforcement Officers-cell phone	Paid by Check # 65918	07/26/2017	07/26/2017	07/26/2017	07/26/2017	92.22
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$92.22
				Program **020000 - Main** Totals		Invoice Transactions 1		$92.22
				Department **02 - Public Works** Totals		Invoice Transactions 1		$92.22
				Fund **454 - Alternative Transport(S6301)** Totals		Invoice Transactions 1		$92.22
Fund **730 - Solid Waste (S6401)**								
Department **16 - Sanitation**								
Program **160000 - Main**								

Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PWDIVX07192017	02-PW Divisions-cell phone charges 6/12-	Paid by Check # 65920	07/26/2017	07/26/2017	07/26/2017	07/26/2017	72.30
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$72.30
Account **53510 - Electrical Services**								
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927	07/26/2017	07/26/2017	07/26/2017	07/26/2017	522.41
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$522.41
				Program **160000 - Main** Totals		Invoice Transactions 2		$594.71
				Department **16 - Sanitation** Totals		Invoice Transactions 2		$594.71
				Fund **730 - Solid Waste (S6401)** Totals		Invoice Transactions 2		$594.71
Fund **800 - Risk Management(S0203)**								
Department **10 - Legal**								
Program **100000 - Main**								
Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	RISKX07192017	10-cell phone charges 6/12-7/11/17-B. Wilson	Paid by Check # 65921	07/26/2017	07/26/2017	07/26/2017	07/26/2017	289.72
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$289.72
				Program **100000 - Main** Totals		Invoice Transactions 1		$289.72
				Department **10 - Legal** Totals		Invoice Transactions 1		$289.72
				Fund **800 - Risk Management(S0203)** Totals		Invoice Transactions 1		$289.72
Fund **802 - Fleet Maintenance(S9500)**								
Department **17 - Fleet Maintenance**								
Program **170000 - Main**								
Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PWDIVX07192017	02-PW Divisions-cell phone charges 6/12-	Paid by Check # 65920	07/26/2017	07/26/2017	07/26/2017	07/26/2017	17.55
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$17.55
Account **53510 - Electrical Services**								
223 - Duke Energy	FACSUM071717	19-CH/off site facilities-elec. summary billing-bill	Paid by Check # 65927	07/26/2017	07/26/2017	07/26/2017	07/26/2017	846.82
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$846.82
Account **53530 - Water and Sewer**								
208 - City Of Bloomington Utilities	FLEETJune 2017	17-Fleet Maint-water/sewer service	Paid by Check # 65922	07/26/2017	07/26/2017	07/26/2017	07/26/2017	105.99
				Account **53530 - Water and Sewer** Totals		Invoice Transactions 1		$105.99
				Program **170000 - Main** Totals		Invoice Transactions 3		$970.36
				Department **17 - Fleet Maintenance** Totals		Invoice Transactions 3		$970.36
				Fund **802 - Fleet Maintenance(S9500)** Totals		Invoice Transactions 3		$970.36
				Grand Totals		Invoice Transactions 25		$25,329.11

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim		FUND	Description	Bank Transfer	Amount
	Bank Fees					
8/11/2017	Claims					1,084,863.55
7/27/2017	Sp Utility Cks					25,329.11
	Woodlawn Ave					
		Jul-17	Insurance Flex/H.S.A/WorkComp			854,887.43
						1,965,080.09

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **$ 1,965,080.09**

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_____