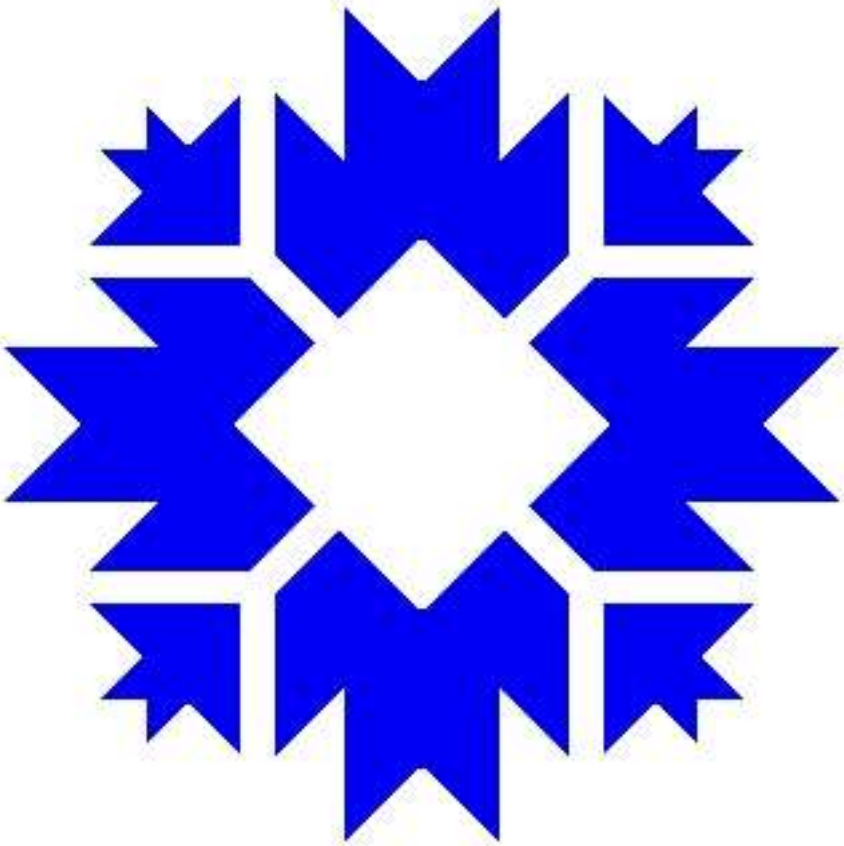
Board of Public Works Meeting

August 22, 2017



REVISED AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, August 22, 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. **Emergency Order to Vacate 600 E. Hillside (Park South)**
2. **Permission to Abate Property at 3807 E. 3rd St.**
3. **Permission to Abate Property at 2414 S. Milton Dr.**

IV. CONSENT AGENDA

1. **Approval of Minutes-August 8, 2017**
2. **Resolution 2017-72: Use of City Street for Susie Street Block Party (Sunday, 8/27)**
3. **Resolution 2017-73: Use of City Street for First United Methodist Church Annual Picnic (Sunday 9/10)**
4. **Resolution 2017-74: Use of City Street for Buskirk-Chumley Red Carpet Event (Sunday 9/17)**
5. **Resolution 2017-75: Use of City Street for Breast Cancer Awareness Walk (Saturday, 10/21)**
6. **Resolution 2017-76: Use of City Street for Jill Behrman 5K Color the Campus Run Walk (Saturday, 10/21)**
7. **Resolution 2017-77: Use of City Street for IU Fall Cycling Series Street Sprints (Saturday, 10/21)**
8. **Amend Resolution 2017-59: Use of City Streets for Lotus Festival (9/28/17-10/1/17)**
9. **Amend Resolution 2017-64: Use of City Streets for Bloomingfoods Vendor Fair 2017 (Saturday, 9/9, Rain date 9/16)**
10. **Noise Permit Request for Cry Out in the Park (Sunday 9/3)**
11. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Approve Request to Extend Temporary Closure of Fess From Indiana University for Mathers Museum Construction**
2. **Resolution 2017-78: Request to Encroach into Public Right of Way with Seating Deck at 110 N. Walnut St.**
3. **Approve Contract for Sare Rd. Multiuse Path and Intersection Improvements INDOT-LPA Project Coordination**
4. **Approve School Zone Enhancements INDOT-LPA Project Coordination Contract**
5. **Resolution 2017-79: Approve Special Purchase for Air Filtration System for All City Fire Stations**
6. **Approve Agreement with Fish Window Cleaning for Interior and Exterior Window Cleaning Services for the Morton, Walnut, and 4th St. Parking Garages**
7. **Approve Consulting Contract with Jane St John, LLC for Economic and Sustainable Development Special Department.**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

City of Bloomington
Housing and Neighborhood Development

EMERGENCY ORDER TO VACATE

August 18, 2017

Park South, LLC
c/o Max Lauchli
706 E. Hillside Drive
Bloomington, Indiana 47401

Re: 600 E. Hillside Drive; Park South Apartments (015-26070-00, Barclay Gardens Part Lot 1)

Dear Mr. Lauchli:

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code Section 36-7-9-9 and Bloomington Municipal Code Section 17.16.070, issues this **Emergency Order to Vacate** the unsafe structure located at the above-referenced property. HAND is required to give all substantial property interest holders in the above-referenced property notice of this **Emergency Order to Vacate** the unsafe structure.

The structure is being declared unsafe and this **Emergency Order to Vacate** is being issued as a result of inspections conducted by the City of Bloomington Fire Department, HAND, the Monroe County Building Department, and City of Bloomington Planning Department. All four (4) agencies agree that this **Emergency Order to Vacate** should be issued. The inspections by these four (4) agencies revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance; and
- Dangerous to a person or property because of violations of Bloomington Municipal Code Title 18, the Indiana Building Code, and the Indiana Fire Code concerning the building's condition and maintenance.

Inspections by representatives of the four agencies revealed that (1) emergency lighting at the above-referenced property is not in place, (2) live electrical panels are exposed, (3) not all fire doors have been installed, (4) and doors are not self-closing.

This Order is effective immediately, pursuant to the authority granted to the City by Indiana Code 36-7-9-9, as the unsafe premises described herein poses an immediate danger to the life or safety of persons using and/or visiting the property. Upon receipt of this **Emergency Order to Vacate**, all tenants of the property described herein shall immediately vacate the premises.

The law does not requires a hearing be held in regards to this **Emergency Order to Vacate** as it is being issued under the emergency provisions of Indiana Code Section 36-7-9-9. However, this **Emergency Order to Vacate** will be discussed at the City's Board of Public Works meeting scheduled for August 21, 2017, at 5:30 p.m. and HAND will ask the Board of Public Works to reauthorize this **Emergency Order to Vacate** during the meeting. The meeting will be held in the Council Chambers of City Hall located at 401 North Morton Street, Bloomington, Indiana.

You are entitled to appear at the August 21, 2017, hearing with or without legal counsel. You are entitled to present evidence, cross-examine opposing witnesses and present your arguments during this hearing.

If you fail to vacate the building in accordance with this **Emergency Order to Vacate**, the following may occur:

1. The City of Bloomington will have the building vacated.
2. The City of Bloomington's Board of Public Works may charge you for a fine of up to $5,000.00, under Indiana Code section 36-7-9-7, because if you fail to vacate the building this is considered a willful failure to comply.
3. The City will bill you for any costs it incurred in vacating the building.

After you have been issued and received notice of this **Emergency Order to Vacate**, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this **Emergency Order to Vacate** to any person who takes or agrees to take a substantial property interest in the unsafe property herein described before transferring or agreeing to transfer that interest.

Once you have fully eliminated all life safety dangers to the satisfaction of HAND, the Monroe County Building Department and the Bloomington Fire Department, HAND will rescind this **Emergency Order to Vacate**. You must schedule reinspections with HAND, the Monroe County Building Department and the Bloomington Fire Department so that each department may determine that all life safety dangers have been resolved to their satisfaction.

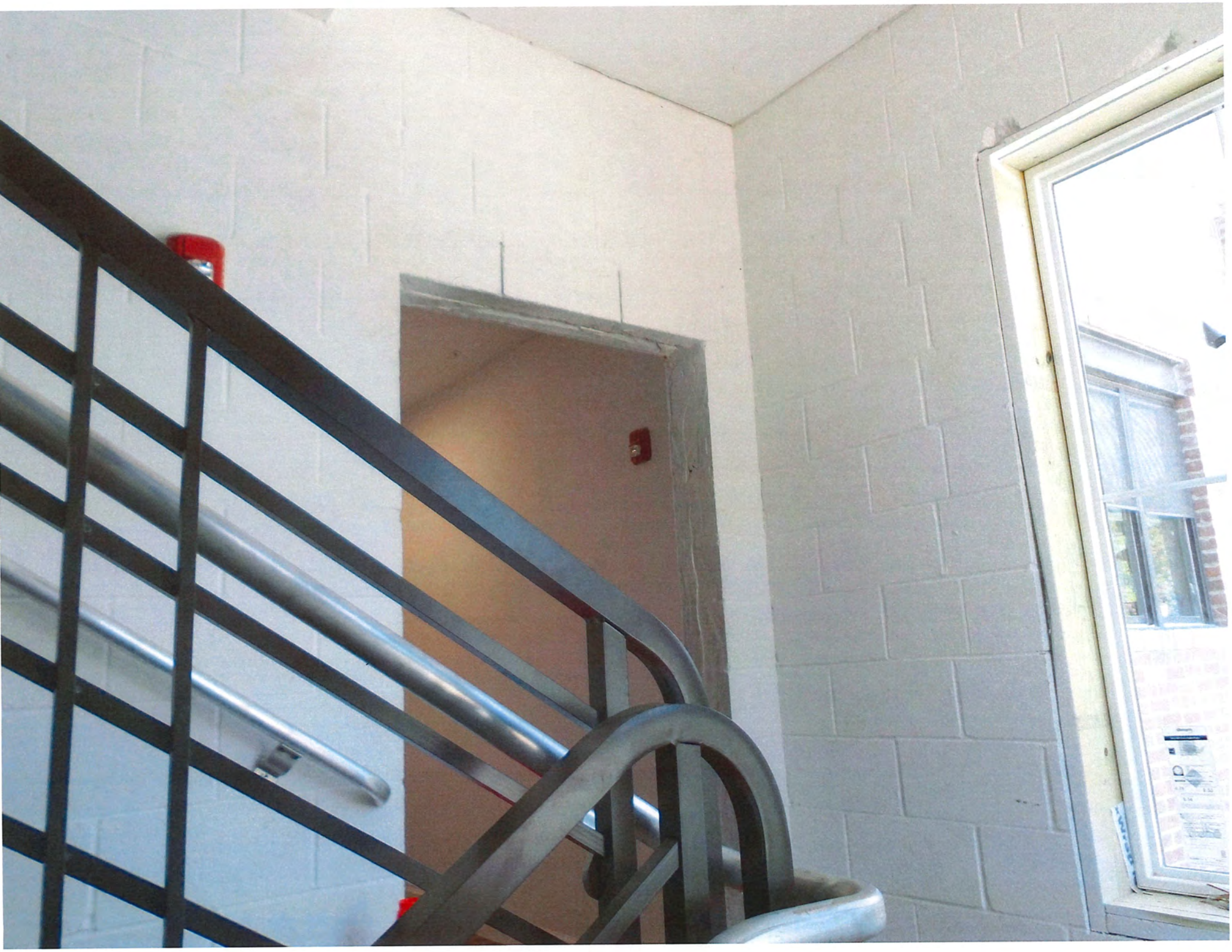
Within five (5) days after transferring or agreeing to transfer a substantial property interest in the above-referenced property, you are required to provide to HAND written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

If you have any questions concerning this **Order to Vacate**, please, do not hesitate to contact me at (812) 349-3420.

August 18, 2017
Date

Doris Sims, Director
City of Bloomington
Housing and Neighborhood Development Department
401 N. Morton Street/PO Box 100
Bloomington, Indiana 47402

Kenmore
Kenmore



CLOSETS, TOO
HARR'S
812-332-0741
HARR'S

Staff Report

To: **Board of Public Works**
From: **Christopher J. Wheeler, Assistant City Attorney**
Date: **August 8, 2017**
Re: **Request For Abatement of 3807 E. 3rd St., Bloomington, IN**

Attachments:

1. Notice of Violation Issued June 20, 2017
2. Notice of Violation Issued June 27, 2017
3. Notice of Violation Issued July 18, 2017
4. Notice of Violation Issued July 26, 2017
5. Notice of Violation Issued August 3, 2017
6. Photographs of the property
7. Notice of Request to Abate

Facts:

1. Chapter 6.06 of the Bloomington Municipal Code (specifically Section 6.06.050) makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."

2. On June 13, 2017, the City of Bloomington received a uReport complaining of excessive growth at the property located at 3807 E. 3rd St., Bloomington, IN.

3. On June 27, 2017, the City of Bloomington received a second uReport also complaining of excessive growth at the property located at 3807 E. 3rd St., Bloomington, IN.

4. On five separate occasions (June 20, June 27, July 18, July 26 and August 3, 2017) Neighborhood Compliance Officer Dee Wills inspected the property located at 3807 E. 3rd St., Bloomington, IN and issued Notice of Violation ("NOV") to Wowei Li ("Li") because Li's property located at 3807 E. 3rd St., on each occasion, was, and continued to be, in violation of BMC 6.06.050 in that it contained grass, weeds and/or noxious plants growing at a height exceeding 8 inches.

5. The violation has not been corrected and none of the five NOV were appealed.

6. This request for abatement ensued and a Notice of Request to Abate was provided to Li in accordance with BMC 6.06.080 by certified mail and by leaving a copy a the property located at 3807 E. 3rd Street, Bloomington, IN.

Status of the Property and Reason for Abatement:

The property at 3807 E. 3rd St., Bloomington, IN., remains in a continued state of excessive growth. Thistle is now blooming and will go to seed soon, and vermin will take refuge and nest in the excessive growth, all of which is a public nuisance. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that Li's property at 3807 E. 3rd St., Bloomington, IN be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants which exceed the height of eight (8) inches in violation of the City of Bloomington Municipal Code 6.06.050.

NOTICE

ABATEMENT BEING REQUESTED

Date: August 8, 2017

Address: 3807 E. 3rd Street, Bloomington, Indiana

Owner: Wowei Li

Violation: Bloomington Municipal Code Section 6.06.050 is being violated at the above-referenced property, as said property contains grass, weeds and other noxious plants that exceed the height of eight (8) inches.

Abatement: The City of Bloomington is requesting that the Board of Public Works Order the City to abate the above-referenced property by cutting/mowing all offending grass, weeds and noxious plants located on the property to a height below eight (8) inches so that said property is no longer in violation of the City's municipal code Section 6.06.050.

The abatement will be provided by a private third-party contractor hired by the City to perform the work.

Property owners whose properties are abated are liable for any and all costs associated with the City's contractor abating the property.

Property owners who fail to reimburse the City for any and all costs associated with abatement will result in said costs being filed with the Monroe County Auditor and placed on the tax duplicate for the property, with said costs being collected as taxes are collected.

The Board of Public Works will hear the City's request for abatement of 3807 E. 3rd Street, Bloomington, IN on August 22, 2017, at 5:30 p.m. in the Council Chambers of City Hall, located at 401 North Morton Street, Bloomington, Indiana.

Any owner of the property noted above is entitled to appear at the November 5th hearing, either in person or via legal representative, to present arguments against the abatement and evidence in his/her defense.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT
(Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 3807 E. 3rd Street, Bloomington, IN, with a legal description of 013-42790-00 Park Ridge Lot 21.

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to reduce the weeds, grass or noxious plants present on said property to a height of below eight inches.

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

So Ordered this _____ day August, 2017.

_____

Kyla Cox Deckard, President of the Board

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 8-3-17 Time 1:42 Address/location 3807 E 3RD ST 47401

Issued by: 227

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

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

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

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

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

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☒ 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.

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Comments: _____

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 WONEI LI
Address 3807 E 3RD ST
City BLOOMINGTON State IN
Zip Code 47401

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

BPW: ✓

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

Notice of Violation

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

Date 7-26-17 Time 1:59 Address/location 3807 E 3RD ST 47401

Issued by: 227

☐ 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.

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Owner Name WONEI LI
Address 3807 E 3RD ST
City BLOOMINGTON State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: ✓

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

Notice of Violation

MOVED

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

Date 7/18/17 Time 9:22 Address/location 3807 E. 3RD STREET 47401

Issued by: 227

☐ 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).

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

Owner Name NOWEI LI
Address 3807 E. 3RD ST
City BLOOMINGTON State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: _____

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

Notice of Violation

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

Date 6/27/17 Time 3:07 Address/location 3807 E 3RD STREET 47401

Issued by: 227

☐ 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.

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Owner Name WOWEI LI
Address 3807 E. 3RD ST
City BLOOMINGTON State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: _____

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

Notice of Violation

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

Date 6/20/17 Time 1:46 Address/location 3807 E 3RD ST 47401

Issued by: 227

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

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

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

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

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

Comments: _____

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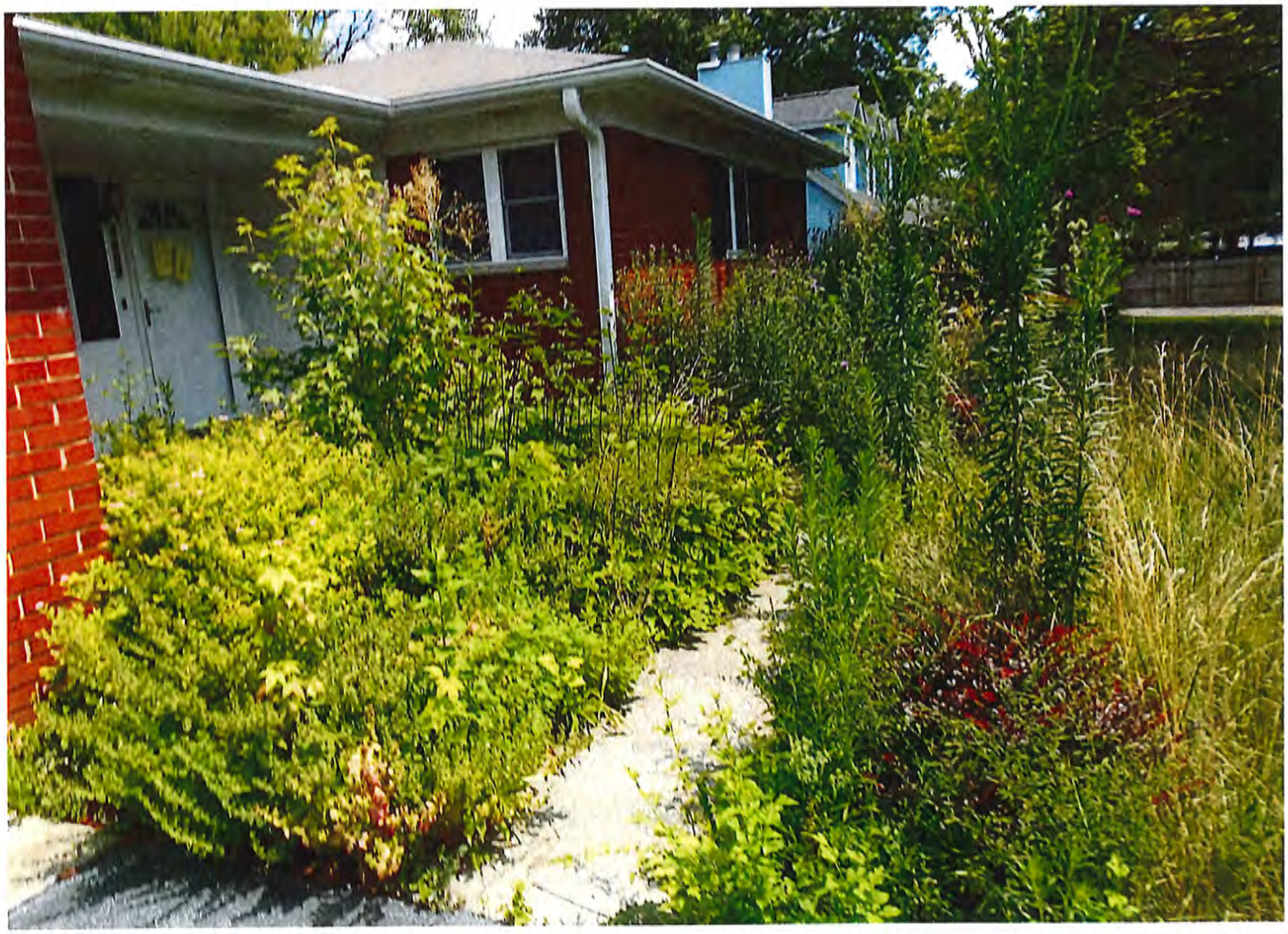
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held 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 WONEI LI
Address 3807 E 3RD ST
City BLOOMINGTON State IN
Zip Code 47401

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: _____

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



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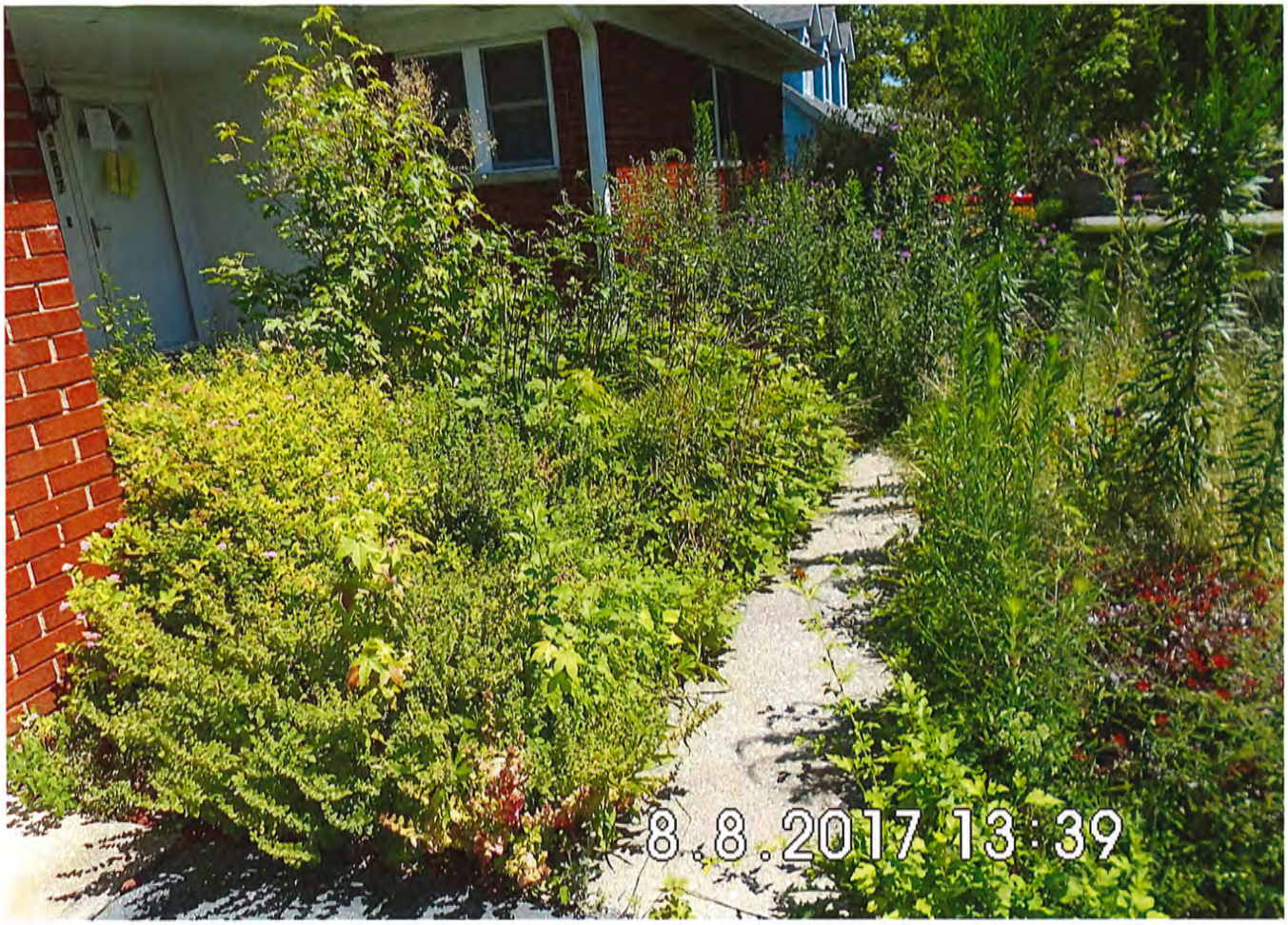
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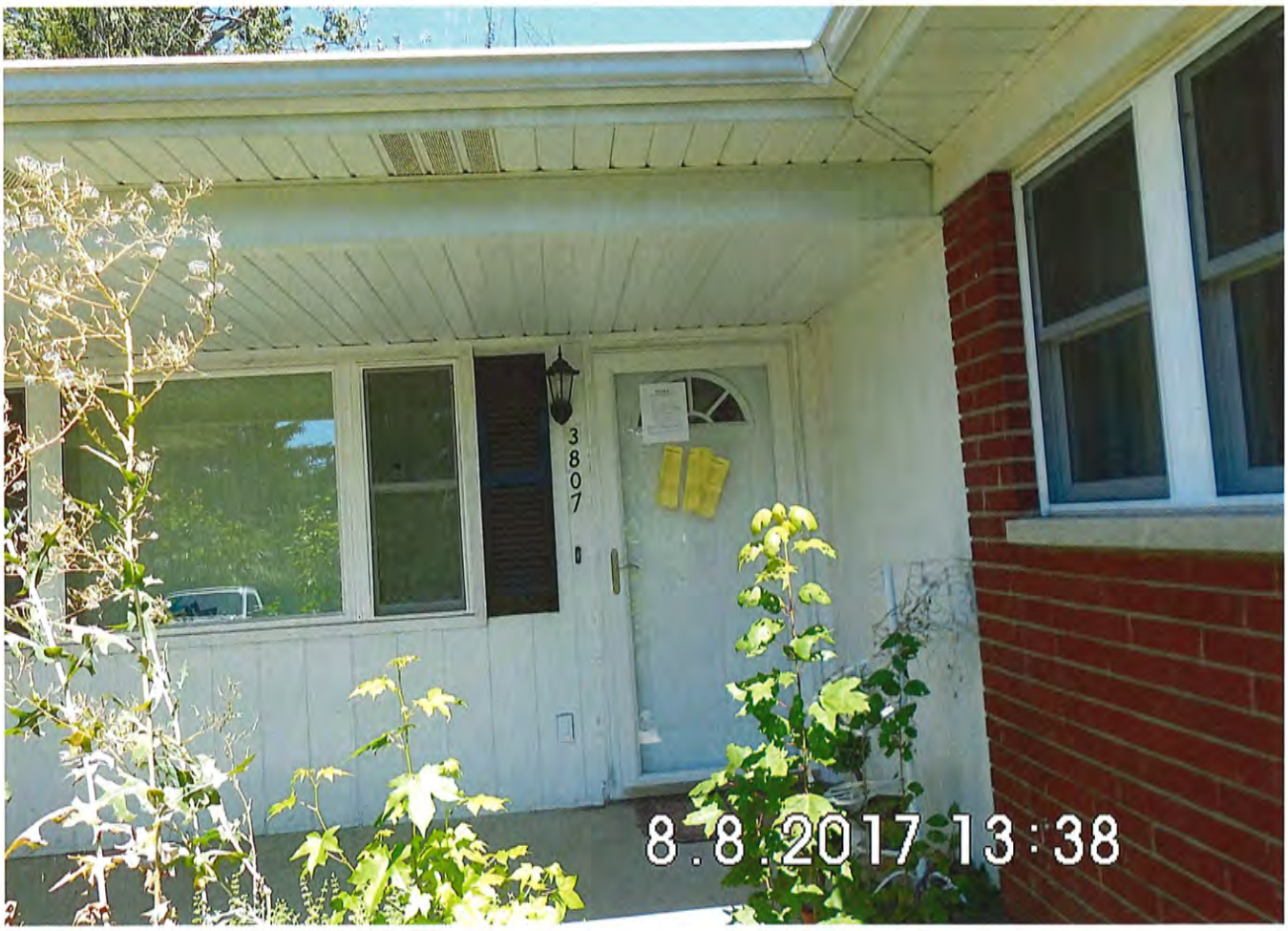
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8.16.2017 14:29

Board of Public Works
Staff Report

Project/Event:	Title VI Abatement, 2414 S. Milton Drive
Petitioner/Representative:	Housing & Neighborhood Development
Staff Representative:	Jo Stong
Date:	August 22, 2017

Report: Requesting permission to abate property located at 23414 S. Milton Drive for violations of Title VI of the Bloomington Municipal Code (trash and weeds).

Recommendation and Supporting Justification: Photos, citations

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

City of Bloomington
Housing and Neighborhood Development

On July 14, July 18, Aug 1, Aug. 21, 2017, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

X 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.

X 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 2414 S. Milton 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: August 22, 2017 Abatement Approved: (Y/N)

Property Owner: Joey W. Jennings

Address: 2414 S. Milton Dr.

Is this a rental? (Y/N)

Agent: —

Address: —

Parcel Number: 53-08-08-403-149.000-009

Legal Description: 015-10995-00 Broadview Park Lot 65; Annexed 3/1/00 from 014-10990-00

Notice of Violation

FRI

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

Date 7.14.17 Time 12:16p Address/location 2414 S. Milton Dr. 47403

Issued by: 230

☐ 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#** 38210

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#** 38211

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: Received complaint about this address. Cut the overgrowth. Remove brush, debris, yard waste, etc. FINES IF NOT IMMEDIATELY COMPLIED. Do Not park vehicles on grass.

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 Joey W. Jennings
Address 2414 S. Milton Dr.
City Bton State IN
Zip Code 47403

Agent Name _____
Address _____
City _____ State _____
Zip Code

BPW: _____

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

Notice of Violation

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

Tues

Date 7.18.17 Time 9:10 A Address/location 2414 S. Milton 47403

Issued by: 230 (P)

☐ 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#** 38233

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#** 38234

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: - Cut the overgrowth
- Remove trash & debris, broken items, tires, brush, yard waste, etc.

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 Joey W. Jennings
Address 2414 S. Milton Dr.
City Bton State IN
Zip Code 47403

Agent Name
Address
City State
Zip Code

BPW: _____

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

Notice of Violation

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

Date Tues 8-1-17 Time 9:44 A Address/location 2414 S. Milton 47403

Issued by: 230

☐ 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).

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☒ **Fine Due:** ☐**$50** ☒**$100** ☐**$150** ☐ **Warning (No fine due at this time)** **Ticket#** 38314

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).

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☒ **Fine Due:** ☐**$50** ☒**$100** ☐**$150** ☐ **Warning (No fine due at this time)** **Ticket#** 38315

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: -Cut the overgrowth
- Remove trash, debris, broken items, tires, etc.
Property will go to Board of Public Works for permission to abate.

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

Owner Name Joey W. Jennings
Address 2414 S. Milton St.
City Bton State N
Zip Code 47403

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

BPW: ✓ 8-22-17

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

Notice of Violation

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

Date 8·21·17 Time 10:31 AM Address/location ~~2410~~ 2414 S. Milton Dr. (P) 47403

Issued by: 230

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

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

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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: Cut the overgrowth.
Remove trash, debris, tires, items not for outdoor use.

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Owner Name Joey W. Jennings
Address 2414 S. Milton Dr.
City Bton State IN
Zip Code 47403

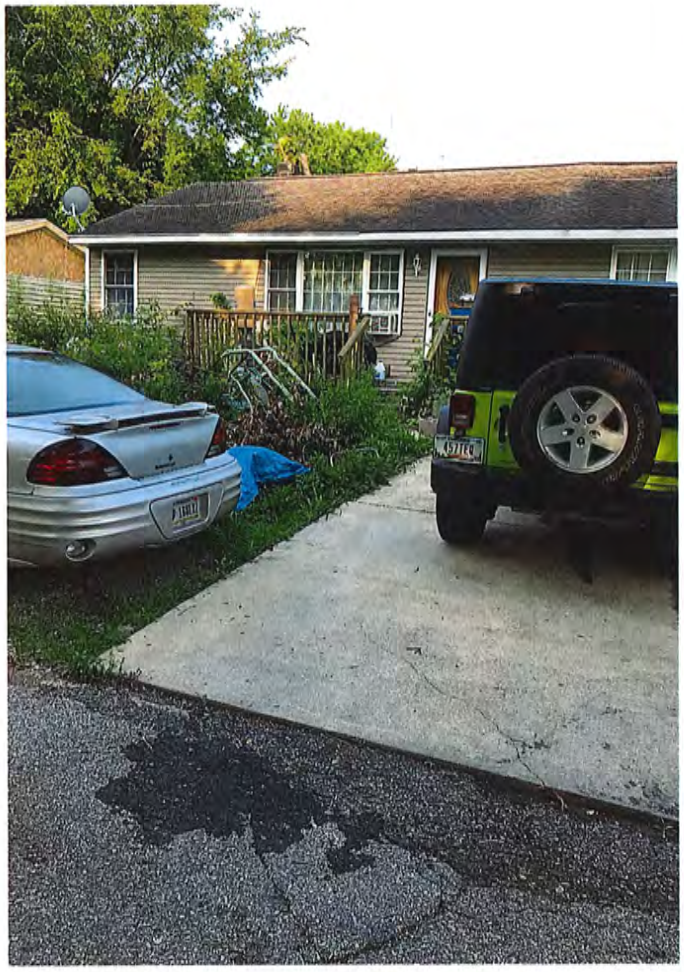
Agent Name _____
Address _____
City _____ State _____
Zip Code

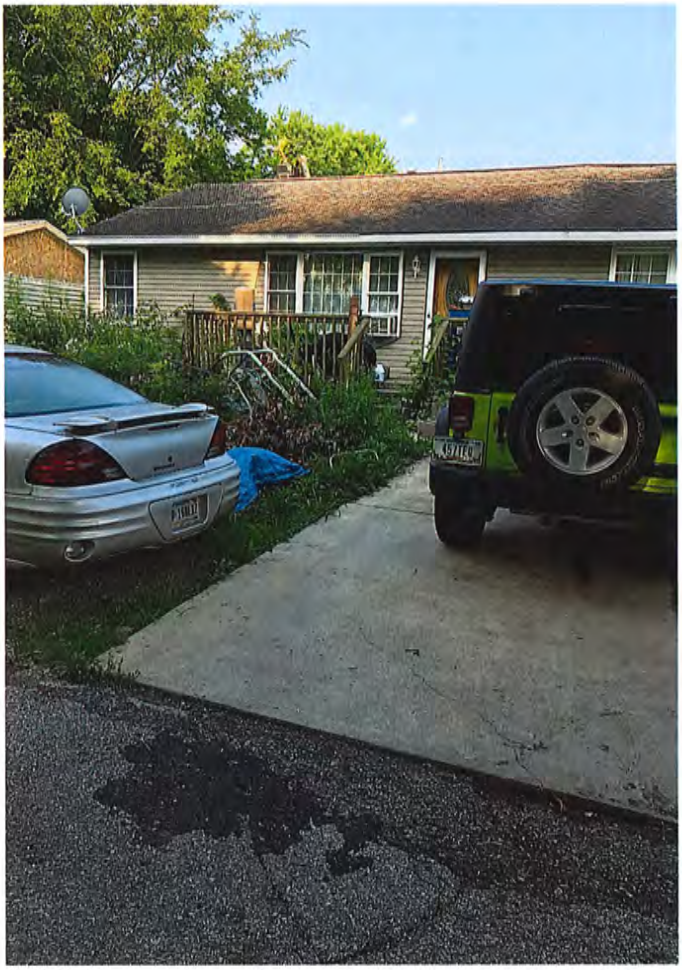
BPW: _____

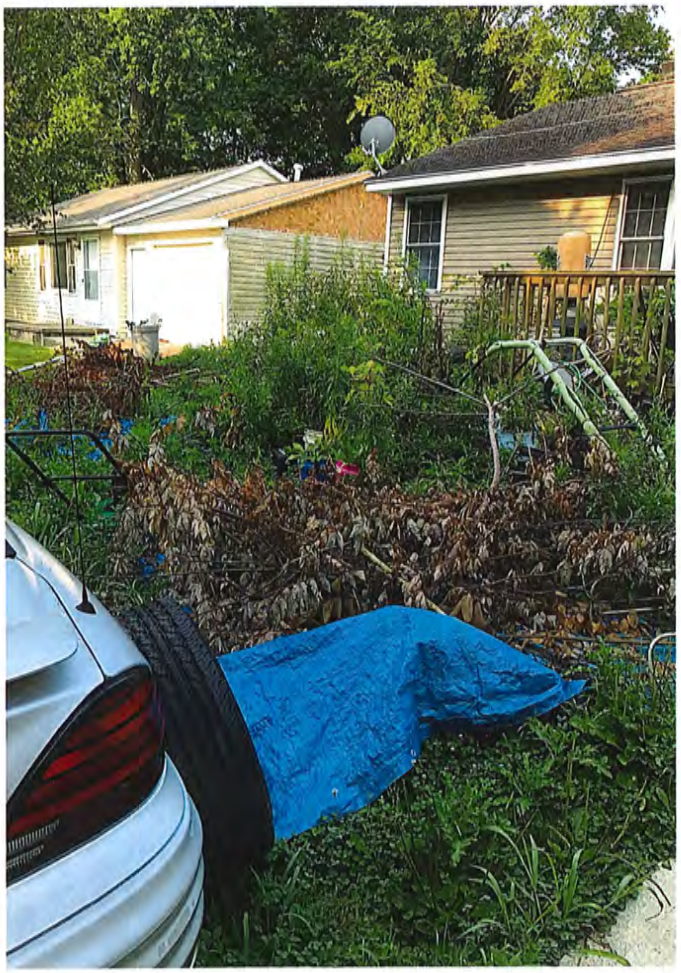
Mail Copies To: Resident:____ Owner: X Agent:____

8-21-17 JJ

8.21.17
JS







7.18.14 JS

7.18.14 JS

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, August 8, 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
Dana Palazzo

City Staff: Matt Swinney – Housing and Neighborhood Development
Sean Starowitz – Economic and Sustainable Development
Dan Backler – Planning and Transportation
Amelia Lewis – Planning and Transportation
Neil Kopper – Planning and Transportation
Adam Wason – Public Works
Jackie Moore – City Legal
Christina Smith – Public Works

MESSAGES FROM BOARD MEMBERS

Cox Deckard announced the start of MCCSC and asked residents to be aware of the children and other pedestrian traffic.

PETITIONS & REMONSTRANCES

None

TITLE VI VIOLATIONS

Permission to Abate Property 3321 N. Valleyview Dr.

Matt Swinney, with Housing and Neighborhood Development, presented the request to Abate Property at 3321 N. Valleyview Dr. See meeting packet for further details.
Cox Deckard asked if the notices have been received.

Swinney confirmed.

Palazzo made a motion to approve the request to Abate Property at 3321 N. Valleyview Dr. Cox Deckard seconded. The motion passed. Abatement approved.

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 for 8/4/17 in the amount of $394,409.99

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

NEW BUSINESS

Approve Public Art Services Contract with Standing Wave LLC at

Sean Starowitz, with Economic and Sustainable Development, presented the Public Art Services Contract with Standing Wave LLC at Morton and Walnut Street

Garages. See meeting packet for further details.

Morton and Walnut Street Garages

Cox Deckard asked if the mural has been completed at the 7th St. underpass and if this project would use the same artist.

Starowitz confirmed. He explained the project would occur in three phases, with an estimated completion of early October.

Cox Deckard asked if there is an additional maintenance agreement for the artwork.

Starowitz explained it will be maintained for up to 5 years.

Palazzo made a motion to approve the Public Art Services Contract with Standing Wave LLC at Morton and Walnut Street Garages. Cox Deckard seconded. The motion passed. Contract approved.

Dan Backler, with Planning and Transportation, presented Resolution 2017-70: Request to Encroach into Public Right of Way with Sign at 209 S. College Avenue. See meeting packet for further details.

Resolution 2017-70: Request to Encroach into Public Right of Way with Sign at 209 S. College Avenue

Palazzo made a motion to approve Resolution 2017-70: Request to Encroach into Public Right of Way with Sign at 209 S. College Avenue. Cox Deckard seconded. The motion passed. Resolution 2017-70 approved.

Backler presented Resolution 2017-71: Request to Encroach into Public Right of Way with Building at 413-429 S. Walnut Street. See meeting packet for further details.

Resolution 2017-71: Request to Encroach into Public Right of Way with Building at 413-429 S. Walnut Street

Adam Wason, with Public Works, added that these encroachments will not apply to any future buildings.

Palazzo made a motion to approve Resolution 2017-71: Request to Encroach into Public Right of Way with Building at 413-429 S. Walnut Street. Cox Deckard seconded. The motion passed. Resolution 2017-71 approved.

Amend Memorandum of Understanding with JMH Roofing Company to Use Public Right of Way during Repair of AT&T Building

Backler presented the request to Amend Memorandum of Understanding with JMH Roofing Company to Use Public Right of Way during Repair of AT&T Building. See meeting packet for further details.

Scott Price, with JMH Roofing, explained that surrounding properties were notified on July 28th. There will be periodic closures due to crane use and truck shipments.

Cox Deckard asked if the closures would impact school bus routes.

Price said the closures should not occur before 9 a.m.

Palazzo made a motion to Amend Memorandum of Understanding with JMH Roofing Company to Use Public Right of Way during Repair of AT&T Building. Cox Deckard seconded. The motion passed. Memorandum amended.

Amend Memorandum of Understanding with HM Mac to Use Public Right of Way during Construction of the Urban Station

Backler presented the request to Amend Memorandum of Understanding with HM Mac to Use Public Right of Way during Construction of the Urban Station. See meeting packet for further details.

Cox Deckard asked if there are any closures within the right-of-way within the next 48 hours.

Evan Crouch, with HM Mac, explained there will be sidewalk closures on Walnut St. for 2 days.

Palazzo made a motion to Amend Memorandum of Understanding with HM Mac to Use Public Right of Way during Construction of the Urban Station. Cox Deckard seconded. The motion passed. Memorandum amended.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- INDOT is working to take I-69 under their full control and away from the Isolux Public-Private Partnership. There have been issues with the Fullerton Pk. bridge opening. At this time, Fullerton

Pk. to the west is not open. Tapp Rd. is open, west of Highway 37.

- The cart delivery is on schedule for the Sanitation Modernization project. There will be a few weeks delay for some residents. The first week of October is the planned start date for the new project. Residents will need to wait until the start date to begin using the new carts.
- The Animal Shelter is on schedule to be complete as planned, and then the current facility remodel can begin.
- Paving projects for the year are continuing. 8.5 miles have been completed.
- Some of highlights for the budget requests this year are parking garage equipment upgrades and sanitation modernization costs.

APPROVAL OF CLAIMS

Wason addressed several claims items, to include: ARCH grants, annexation costs and fees, and sanitation trucks.

Palazzo 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.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:01 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: **Japanese Summer Event Festival Block Party**

Petitioner/Representative: Sean Forney, Susie Street Residents

Staff Representative: Sean Starowitz

Meeting Date: August 22, 2017

Sean Forney is planning Japanese Summer Event Festival for Susie Street residents. He requests the Board's permission to temporarily close a public street to hold a neighborhood block party on Sunday, August 27, 2017 from 4 p.m. to 6 p.m. Set up will begin at 3 p.m., and be closed until 7:30 p.m.

This is a new event for the residents of Susie Street. A Noise Permit application has been filled out so they may have amplified music. There will be food, crafts & music.

Recommendation and Supporting Justification: City Staff supports the street closure for South Susie Street for Japanese Summer Festival.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-72

SUSIE STREET BLOCK PARTY
JAPANESE SUMMER EVENT FESTIVAL

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

WHEREAS, Sean Forney, representing Susie Street residents "Neighborhood" would like to have the City close South Susie Street to host Japanese Summer Event Festival 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 the South Susie Street for a neighborhood block party.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares South Susie Street shall be temporarily closed to motor vehicles from 3 p.m. until 7:30 p.m. on Sunday, August 27, 2017, so that the neighborhood may stage a block party.

2. If applicable, the neighborhood 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 Neighborhood shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Neighborhood agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The Neighborhood agrees to close the street not before 3 p.m. on Sunday August 27, 2017 and to remove barricades and signage by 7:30 p.m. Sunday, August 27, 2017

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

5. The Neighborhood 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 Neighborhood 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 7:30 p.m. on the day of the event.

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

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS	SEAN FORNEY, SUSIE STREET RESIDENTS
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice President	Printed Name and Title
_____	_____
Dana Palazzo, Secretary	Date:

2017-68 8-8 8.22

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:	SEAN FORNEY		
Contact Phone:	812-333-2469	Mobile Phone:	812-219-8290
Title/Position:			
Organization:			
Address:	2105 S. Susie St		
City, State, Zip:	BLOOMINGTON, IN 47403		
Contact E-Mail Address:	sforney43@gmail.com		
Organization E-Mail and URL:			
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:			
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:	Sunday August 27, 2017		
Time of Event:	Date: 8/27/2017 Start: 4pm	Date: 8/27 End: 6pm	
Setup/Teardown time Needed	Date: 8/27/2017 Start: 3pm	Date: 8/27 End: 7:30pm	
Calendar Day of Week:	Sunday		
Description of Event:	Japanese Summer Festival/Neighborhood Meet + greet -It's a celebration of our neighborhood and a community building event, in order to bring the neighbors together. There will also be home made food, games, crafts, and some traditional music (Japanese).		
Expected Number of Participants:	40 - 50	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)

See flyer

❑ A properly executed Maintenance of Traffic Plan

- Determine if No Parking Signs will be required

N/A

☒ Noise Permit application

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

CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: Japanese Summer Event Festival

Location of Event: Circle of South Susie Street

Date of Event: 8-27-2017

Time of Event: Start: 3 pm (setup) End: 7 pm (teardown)

Calendar Day of Week: Sunday

Description of Event: - It's a celebration of our neighborhood and a community building event, designed to bring the neighbors together. There will be homemade food, game, crafts and some tradional music (Japanese) maybe going through a small speaker.

Source of Noise: ☐ Live Band ☐ Instrument ☑ Loudspeaker

Will Noise be Amplified? ☐ Yes ☐ No

Is this a Charity Event? ☐ Yes ☑ No If Yes, to Benefit:

Applicant Information

Name: SEAN FORNEY

Organization:

Title:

Physical Address: 2105 S Susie St

Email Address: sforney42@gmail.com

Phone Number: 812-219-8290

Signature: Sean Forney

Date: 8-10-2017

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Date

Dana Palazzo, Secretary

Japanese Summer Festival

Sunday August 27, 2017

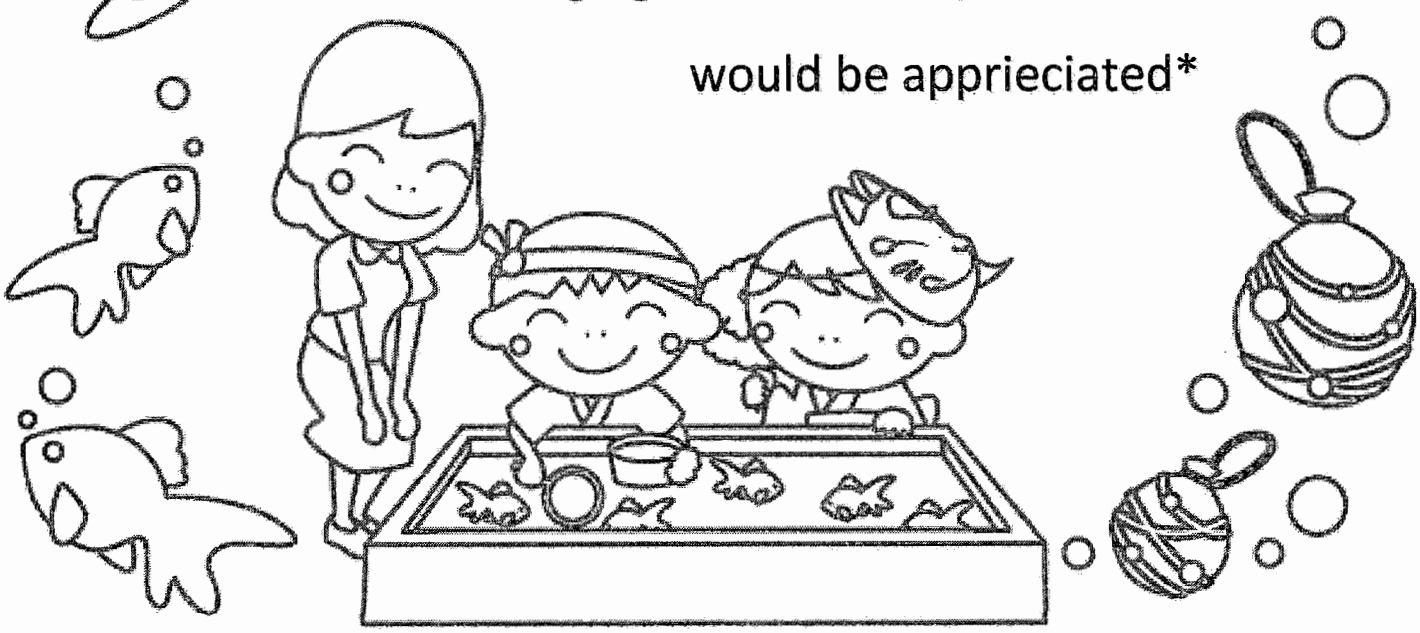
4-6pm

In the circle of Susie St

There will be food, crafts, & music

*Bringing food to share,

would be apprieciated*



Anly Questions or concerns please email Sean : sforney42@gmail.com

Google Maps 2120 S Susie St

Map data ©2017 Google United States 100 ft

— Type 3 Barricade

Board of Public Works
Staff Report

Project/Event: The First United Methodist Church Annual Picnic

Petitioner/Representative: The First United Methodist Church

Staff Representative: Sean Starowitz

Meeting Date: August 22, 2017

The First United Methodist Church of Bloomington is seeking to hold their annual community picnic on Sunday, September 10, 2017. It will be a special event open to the public.

For the event, the First United Methodist Church is requesting the closure of E. 4th Street from South Washington to South Lincoln streets from 6:00 p.m. on Saturday, September 9, 2017 until 4:00 p.m. on Sunday, September 10, 2017. A noise permit is part of the resolution so music may be played during the event.

Recommendation and Supporting Justification: Staff supports the request.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-73

FIRST UNITED METHODIST CHURCH ANNUAL PICNIC

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 First United Methodist Church has requested use of city streets to conduct a Special Event in the form of a community picnic; and,

WHEREAS, the First United Methodist Church 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 Special Event herein described, subject to the following conditions:

1. The City agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the First United Methodist Church picnic from 6:00 p.m. on Saturday, September 9, 2017, until 4:00 p.m. on Sunday, September 10, 2017: East 4th Street between South Washington and South Lincoln Streets.

2. The First United Methodist Church 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 First United Methodist Church shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The First United Methodist Church agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. The First United Methodist Church agrees to close the streets not before 6:00 p.m. on Saturday, September 9, 2017 and to remove barricades and signage by 4:00 p.m. on Sunday, September 10, 2017.

4. The First United Methodist Church 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 4:00 p.m. on Sunday, September 10, 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 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.

7. The First United Methodist Church shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

8. In consideration for the use of the City's property and to the fullest extent permitted by law, the First United Methodist Church, 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:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

_____
Date

FIRST UNITED METHODIST CHURCH:

_____
Signature

_____
Printed Name, Title

_____
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:	Catherine Foreman		
Contact Phone:	812 245 0735	Mobile Phone:	317 840 7454
Title/Position:	Director of Administration & Pastoral Assistant		
Organization:	First United Methodist Church		
Address:	219 E. 4th St		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	Cforeman@fumcb.org		
Organization E-Mail and URL:	fumcb@fumcb.org		
Org Phone No:	812 332 6369	Fax No:	812 332 0223

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

Organization Name:	NONE		
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:	September 10, 2017
Time of Event:	Date: 9/10 Start: 11 AM Date: 9/10 End: 2 pm
Setup/Teardown time Needed	Date: 9/9 Start: ~~4~~ pm 6pm Date: 9/10 End: 4 pm
Calendar Day of Week:	SUNDAY
Description of Event:	ANNUAL CHURCH PICNIC - LARGE TENT AND ~~ENTERTAINMENT~~ IN OLD POST OFFICE LOT - FOOD TENTS IN STREET - GRILL IN STREET - BAND TENT IN STREET - NEED STREET CLOSURE FOR SAFETY SO PEOPLE CAN MOVE 2 POST OFFICE lot & Children CAN PLAY
Expected Number of Participants:	200 +
Expected # of vehicles (Use of Parking Spaces to close):	OUR lot IS USED FOR PARKING

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) FIRE Dept.
☐	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit ☒ Not applicable
☒	A properly executed Maintenance of Traffic Plan No Parking for meters on Saturday – 3pm *Determine if No Parking Signs will be required * Determine if Barricades will be required
☒	Noise Permit application ☐ Not applicable For BAND – Acoustic/single mic
☐	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) No
☒	Waste and Recycling Plan if more than 100 participates (template attached)

KELLY — We may or may not need this the band this year is acoustic and should not be loud (3 piece including singer)

CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	First Methodist Annual All Church Picnic		
Location of Event:	219 E. 4th St		
Date of Event:	9/10/17	Time of Event:	Start: 11 AM
Calendar Day of Week:	Sunday		End: 2 PM
Description of Event: All Church Picnic / invite community	Tents are set up in old Post Office lot & street (4th) Band and children's entertainment games / food /		
Source of Noise:	☒ Live Band ☐ Instrument ☐ Loudspeaker		Will Noise be Amplified? ☒ Yes ☐ No
Is this a Charity Event?	☒ Yes ☐ No	If Yes, to Benefit: MCUM Food Pantry	

Applicant Information

Name:	Catherine Foreman		
Organization:	First United Methodist Church	Title:	Dir. Admin, Pastoral Assistant
Physical Address:	219 E. 4th St		
Email Address:	cforeman@fumcb.org	Phone Number:	317.840.7454
Signature:	Cath Foreman	Date:	

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

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

FIRST-4

OP ID: HD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/10/2017

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 812-331-3230
First Insurance Group, Inc.
1405 North College
Bloomington, IN 47404
abc Insurance Services, Inc.

CONTACT NAME: Heidi Darling
PHONE (A/C, No, Ext): 812-331-3230 FAX (A/C, No): 812-331-3233
E-MAIL ADDRESS: heidid@figprotects.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company	
INSURER B : Eastern Alliance Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED First United Methodist Church
219 E 4th Street
Bloomington, IN 47408

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			S 2269878	02/28/2017	02/28/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2269878	02/28/2017	02/28/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2269878	02/28/2017	02/28/2018	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ None							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		010000554885	02/28/2017	02/28/2018	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Bloomington
Dept. of Public Works
401 N Morton St
Bloomington, IN 47404

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

Heidi Darling

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Waste and Recycling Management Plan Template

Event name: First Methodist All Church Picnic
Number of expected attendees: 200
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
<Containers>* 35gal barrels	<Recycling, composting, etc.>
<Mixed paper> 35gal barrels	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste> 35gal barrels	<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.

We have a dedicated staff who will setup and remove all recycle materials. Plastic, paper. We remove and take care of our own recycle weekly ~ this will just be added to our regular.

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:	Date Approved:	Approved By:
8.10.17	Economic & Sustainable Development		
8.10.17	Bloomington Police	8.10.17	S. Oldham
8.10.17	Bloomington Fire Letter Attached	8.10.17	J Johnson
8.10.17	Planning & Transportation		
8.10.17	Transit	8.10.17	I. Patton
	Public Works		
	Board of Public Works		

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 First United Methodist Church.

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 First United Methodist Church 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:

FIRST METHODIST
UNITED & OPEN

August 9, 2017

Chief Jason Moore
300 E Fourth Street
Bloomington, IN 47408

Dear Chief Moore,

Hello, neighbor! The First United Methodist Church at 219 East 4th street is once again planning an All Church Picnic on September 10 beginning at 11 am. I will be going before the Bloomington Board of Public Works to ask for a road closure of 4th Street between Washington and Lincoln.

The estimated time of closure is Saturday, September 9 ~~4~~ 6pm – Sunday, September 10 3 pm. I wish to take a letter from you as representative of the Bloomington Fire Department to the Board of Public Works meeting which would state your approval of our event and of the street closing.

We realize our picnic is an inconvenience for the firehouse as you must alter your route when our block of 4th Street is closed. We have many safety concerns when such a large number (about 500) of our congregation gathers outside the building and utilizes the empty Post Office lot across the street. When we last spoke in July, you had concerns about 4th Street closing along with the construction work happening east of the firehouse during this same period of time. We briefly discussed closing 4th Street with removable barriers and keeping the north lanes free and open for the passage of fire trucks. This is something we are willing and able to do. Therefore we hope and pray you will consider our request favorably once again as you have in years past.

Of course, we extend an invitation to our picnic to everyone at the firehouse and their families. We will be serving hamburgers, hot dogs, etc . . . standard picnic fair. This year will also include a magician, oversized games and possibly lawn bowling or croquet. Please encourage your staff to attend as we would really love to have them!

Looking forward to hearing from you,

Cath Foreman

Catherine Foreman
Director of Administration and Pastoral Assistant

First United Methodist Church · Bloomington, Indiana · 219 East Fourth Street
812 332 6396 · fumcb@fumcb.org

Jason Moore
Fire Chief

Jayme Washel
Deputy Chief

Tania Daffron
BC/Training

City of Bloomington Fire Department

Respect – Integrity - Service - Excellence

"Saving Lives and Protecting Property with Honor and Professionalism"

Roger Kerr
Batt Chief / A Shift

Travis Drescher
Batt Chief / B Shift

Neville Vaughan
Batt Chief / C Shift

August 9, 2017

Catherine Foreman
219 East Fourth Street
Bloomington, IN 47408-3503

Dear Ms. Foreman,

We have received your letter informing us of your request to close 4th street between Washington and Lincoln streets for an All Church Picnic event.

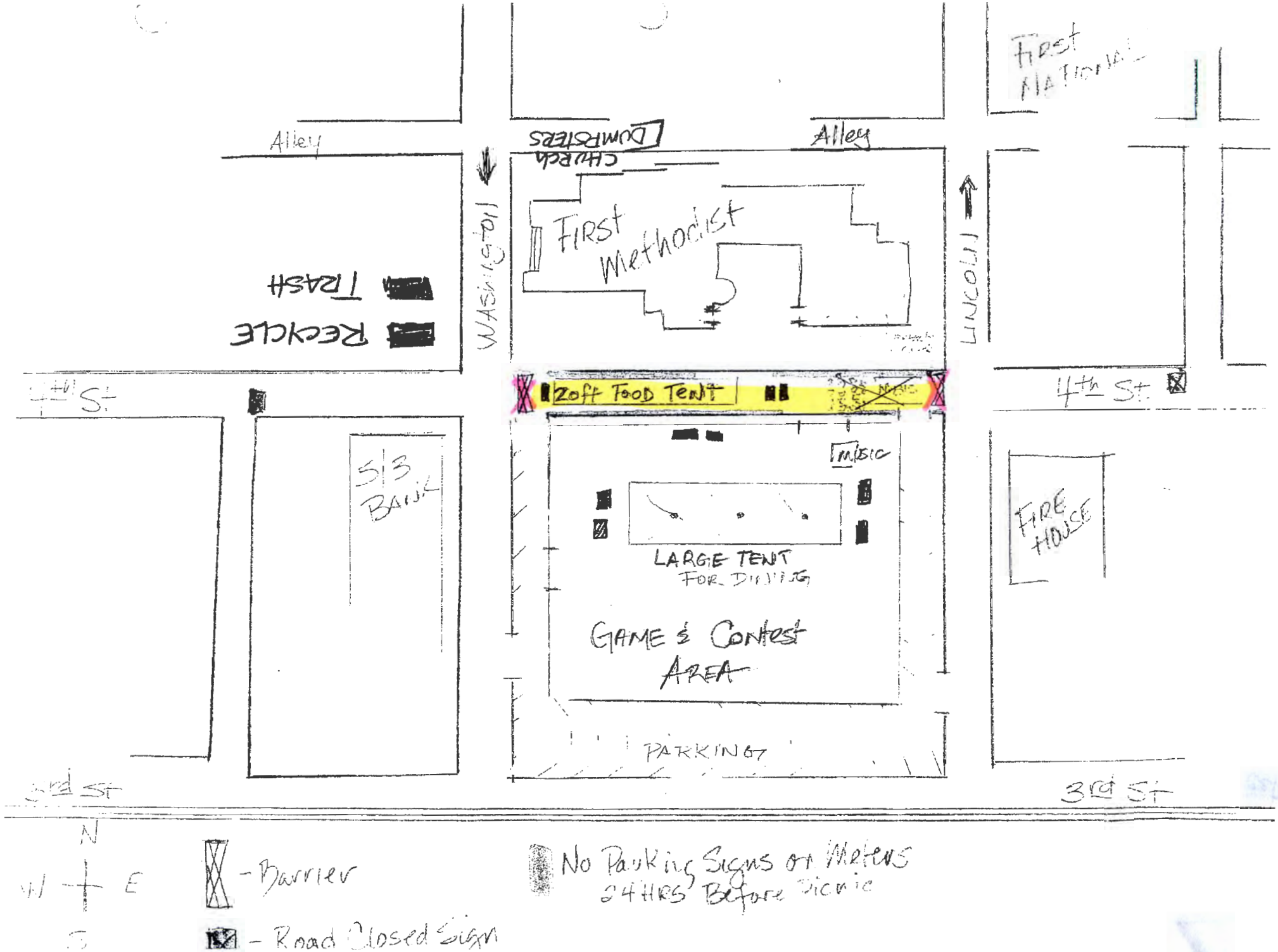
The fire department has no problem with the closing of 4th Street between Lincoln St and Washington Streets on Saturday, September 9, 2017 at 4:00 pm thru Sunday September 10, 2017 at 3:00 pm.

We appreciate you taking the time to inform us of this event in advance of the closing.

Sincerely,

Jason Moore
Fire Chief

P.O. Box 100 Bloomington, Indiana 47402 / office: 812.349.3899 / fax: 812.332.9764


First National
Alley
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Church
Dumpsters
First Methodist
Washington
Lincoln
Trash
Recycle
4th St
4th St
20ft Food Tent
Music
5/3 Bank
Fire House
Large Tent
For Dining
Game & Contest Area
Parking
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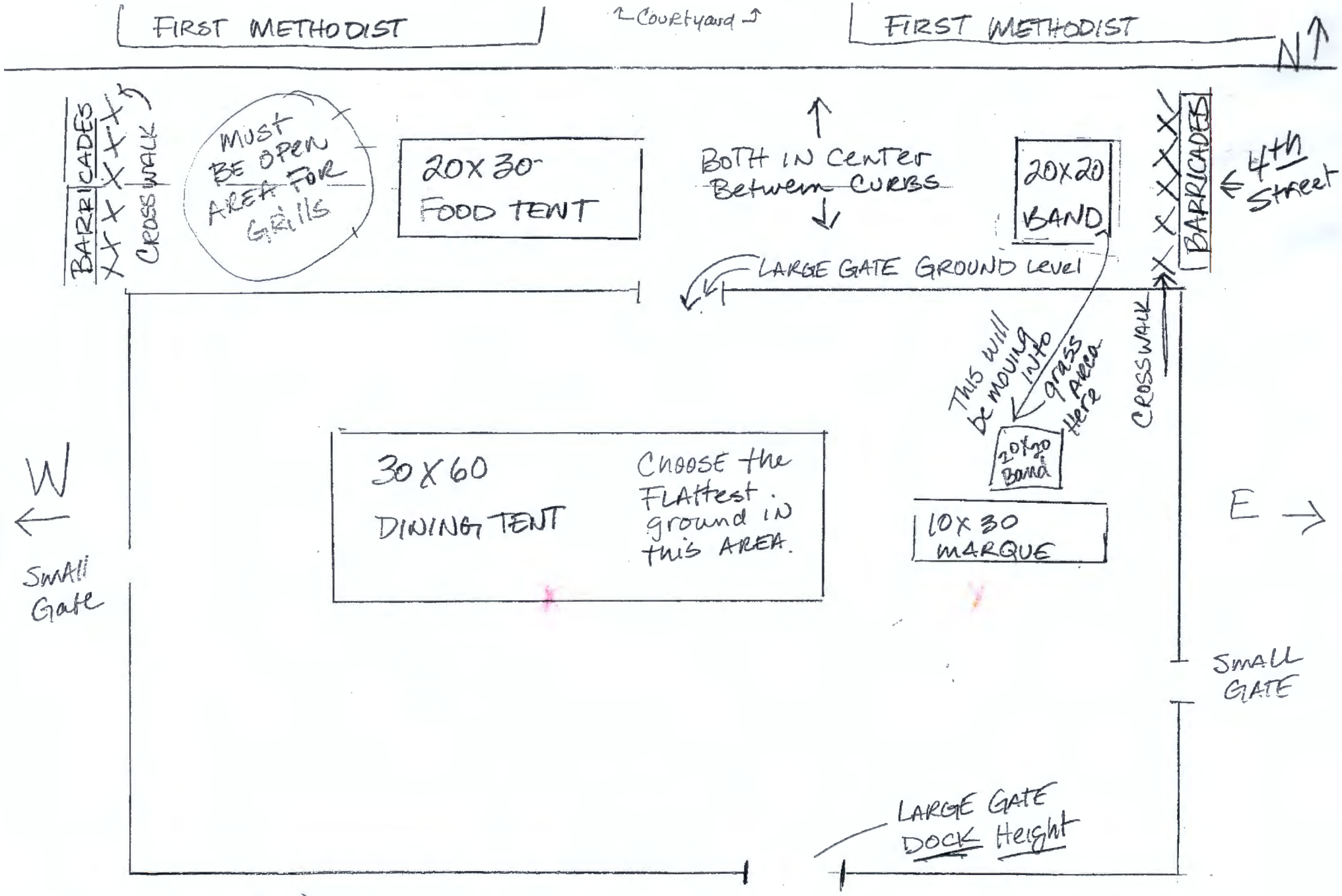
3rd St
N
W
E
S
- Barrier
- Road Closed Sign
No Parking Signs on Meters
24 Hrs Before Picnic


FIRST METHODIST
Courtyard
FIRST METHODIST
N
BARRICADES
CROSSWALK
MUST BE OPEN AREA FOR GRILLS
20X30 FOOD TENT
BOTH IN CENTER Between CURBS
20X20 BAND
BARRICADES
4th Street
LARGE GATE GROUND Level
This will be moving into grass area here
CROSSWALK
20X20 Band
30 X 60 DINING TENT
Choose the FLATtest ground in this AREA.
10X30 MARQUE
W
E
Small Gate
SMALL GATE
LARGE GATE DOCK Height
CATH FOREMAN
317-840-7454
3rd Street
S

Board of Public Works
Staff Report

Project/Event: Request to use Kirkwood on September 17, 2017 for Red Carpet Event

Staff Representative: Sean Starowitz

Petitioner/Representative: Danielle McClelland

Date: August 22, 2017

Report: BCT Management is requesting the use Kirkwood Avenue between Walnut Street and Washington Street on Sunday, September 17, 2017 from 5 p.m. to 10 p.m. BCT will be hosting a Red Carpet event for the Bloomington Premier of The Good Catholic, which was filmed in areas of Bloomington. This closure will allow for the crowds and the stars' arrivals via limousine. The event will run from 6:30 p.m. until 9:30 p.m.

Also included in the Resolution is a noise waiver should they wish to use amplified announcements or music, and for possible noise from a generator being used to power moving spotlights. City Staff is supportive of this event.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-74

BCT MANAGEMENT - GOOD CATHOLIC PREMIER RED CARPET

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

WHEREAS, Buskirk Chumley Theater "BCT Management" has requested use of a city street to conduct a street event; and

WHEREAS, BCT Management has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Good Catholic Premier Red Carpet Event at the Buskirk Chumley Theater: East Kirkwood Avenue between Walnut Street and Washington Street.

2. Set up for the event will begin at 5 p.m. September 17, 2017 and tear down complete by 10 p.m. The event will run from 6:30 p.m. until 9:30 p.m.

3. The street closure outlined above are for the purposes of allowing BCT Management to provide a community event of high quality that is mutually beneficial to participants and the community on Sunday, September 17, 2017.

4. BCT Management shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. BCT Management agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. BCT Management agrees to close the streets not before 5 p.m. on Sunday, September 17, 2017, and to remove barricades and signage by 10 p.m. on September 17, 2017.

5. 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, as well as running a generator for moving flood lights, until 9:30 p.m. on the day of the event.

6. BCT Management shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.

7. BCT Management 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.

8. In consideration for the use of the City's property and to the fullest extent permitted by law, BCT Management, 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:	**BCT MANAGEMENT**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Kelly Boatman	Printed Name
_____	_____
Dana Palazzo, Secretary	Position

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:	Danielle McClelland		
Contact Phone:	(812) 323-3022	Mobile Phone:	(812) 272-5810
Title/Position:	Executive Director		
Organization:	BCT Management, Inc./ Buskirk-Chumley Theater		
Address:	114 E Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	director@buskirkchumley.org		
Organization E-Mail and URL:	Same; www.buskirkchumley.org		
Org Phone No:	(812) 323-3020	Fax No:	

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

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

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk ❑ Festival ☒ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)	
Date(s) of Event:	Sunday, September 17, 2017	
Time of Event:	Date: 9/17/1/7 Start: 6:30pm End: 9:30pm	
Setup/Teardown time Needed	Date: 9/17/17 Start: 5pm End: 10pm	
Calendar Day of Week:	Sunday	
Description of Event:	One block street closure of Kirkwood Ave between Walnut and Washington to accommodate crowds and stars' arrivals via limousine for the Indiana premiere of *The Good Catholic.* Street closure would also allow for the use of moving spotlights in front of the theater.	
Expected Number of Participants:	650	Expected # of vehicles (Use of Parking Spaces to close): 12

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) **(written into Resolution)** ❑ Certificate of Liability Insurance ❑ Secured a Parade Permit from Bloomington Police Department (if applicable)**NA** ❑ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)**NA** ❑ Waste and Recycling Plan (if applicable)
■	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: 8.11.17	Approved By: S. Starowitz
	Bloomington Police	Working w/Police on traffic plan with limos - Okay	
	Bloomington Fire	8.11.17	OK
	Planning & Transportation		
	Transit		
	Public Works	Okay once businesses have been notified	
	Board of Public Works		

Gmail by Google

Danielle McClelland <director@buskirkchumley.org>

Re: Good Catholic and sposorship

1 message

michael cassady <michael@the-uptown.com> Fri, Aug 11, 2017 at 8:41 AM
To: Danielle McClelland <director@buskirkchumley.org>

Danielle, I've decided to stick with the 5k sponsorship with a 3 year commitment .

We are also very excited about hosting the Good Catholic after party.
Please let city administration,I wholeheartedly support the street closure.Will you be back Monday? Michael

On Aug 10, 2017, at 9:58 AM, Danielle McClelland <director@buskirkchumley.org> wrote:

Dear Michael,
Just wanted to check in with you to see if you have made a decision on the 2018 and beyond sponsorship. Please let me know as soon as you can.

Also, the cast and crew are super excited about the Uptown hosting the after party for The Good Catholic premiere. The details:
Sunday, Sept 17
9:30pm-11pm
50 people
a variety of appetizers and some desserts would be perfect - no special requests, so whatever would work for you.

Finally, we've requested street closure for that evening (3pm-11pm), and I'm hoping you'd be willing to write a brief note offering your support for the closing. Just an email reply to me would be adequate. The closure will allow us to have limousine arrival for the stars, and fully utilize the marquee and front of the theater for photo opportunities.

Looking forward to working with you on all of this!
Danielle McClelland
Executive Director
BCT Management, Inc.
Buskirk-Chumley Theater
812.323.3022
www.buskirkchumley.org
Check availability and pricing for the Theater at
http://buskirkchumley.org/index.php/rent-the-bct/availability-calendar

Gmail by Google

Danielle McClelland <director@buskirkchumley.org>

Re: Sunday Sept 17 afternoon-evening street closure for The Good Catholic premiere

1 message

stalter_d@yahoo.com <stalter_d@yahoo.com> Tue, Aug 15, 2017 at 10:34 AM
To: Danielle McClelland <director@buskirkchumley.org>

Good morning Danielle,
We at the Trojan Horse wholeheartedly support your proposal to close Kirkwood Avenue for September 17. This is a HUGE event for our town. We need to treat it as such.
Cheers,
Denny Stalter
Owner
Trojan Horse

Sent from my iPhone

On Aug 15, 2017, at 8:17 AM, Danielle McClelland <director@buskirkchumley.org> wrote:

> Dear All,
> We're very excited at the theater to be hosting the Indiana premiere of *The Good Catholic*, a new major motion picture by Pigasus Films, a production company with roots in Bloomington, and plans for multiple upcoming films to be made in south central Indiana.
>
> On Sunday, Sept 17th at 7:30pm, the Buskirk-Chumley Theater is hosting the premiere. In anticipation of the SOLD OUT crowd, and limousine arrivals of the stars to the red carpet, we are approaching the City of Bloomington to close Kirkwood Ave between Walnut and Washington for the hours between 3pm and 10:30pm.
>
> I thank Michael Cassidy from the Uptown for already voicing his support of this street closure. If possible, it would be helpful to hear from others, as well. Please email me your support as soon as possible so that I might share this with the Board of Public Works when they review our application on Tuesday, Aug 22.
>
> Thank you, always, for all the myriad of ways you support the variety of activity at the BCT. We couldn't do it without you.
>
> Sincerely,
> Danielle McClelland
> Executive Director
> BCT Management, Inc.
> Buskirk-Chumley Theater
> 812.323.3022
> www.buskirkchumley.org
> Check availability and pricing for the Theater at
> http://buskirkchumley.org/index.php/rent-the-bct/availability-calendar

Gmail by Google

Danielle McClelland <director@buskirkchumley.org>

Sunday Sept 17 afternoon-evening street closure for The Good Catholic premiere

1 message

Danielle McClelland <director@buskirkchumley.org> Tue, Aug 15, 2017 at 10:17 AM
To: Denny Stalter <stalter_d@yahoo.com>, Daniel Orr <kitchdorr@aol.com>, Michael's Uptown Cafe <michael@the-uptown.com>, Mike Moy <bloomingtonsandwich1@yahoo.com>

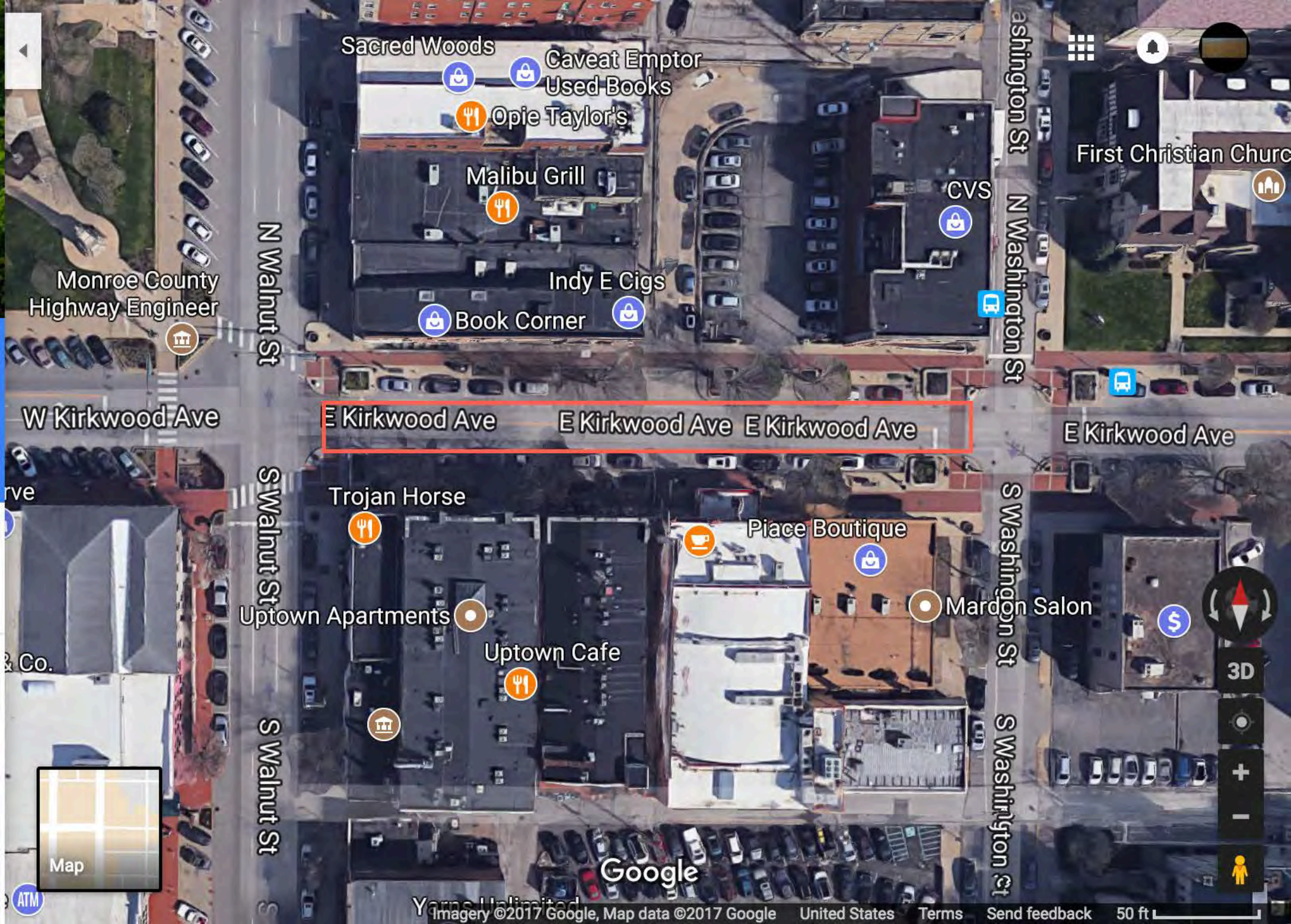
Dear All,
We're very excited at the theater to be hosting the Indiana premiere of *The Good Catholic*, a new major motion picture by Pigasus Films, a production company with roots in Bloomington, and plans for multiple upcoming films to be made in south central Indiana.

On Sunday, Sept 17th at 7:30pm, the Buskirk-Chumley Theater is hosting the premiere. In anticipation of the SOLD OUT crowd, and limousine arrivals of the stars to the red carpet, we are approaching the City of Bloomington to close Kirkwood Ave between Walnut and Washington for the hours between 3pm and 10:30pm.

I thank Michael Cassidy from the Uptown for already voicing his support of this street closure. If possible, it would be helpful to hear from others, as well. Please email me your support as soon as possible so that I might share this with the Board of Public Works when they review our application on Tuesday, Aug 22.

Thank you, always, for all the myriad of ways you support the variety of activity at the BCT. We couldn't do it without you.

Sincerely,
Danielle McClelland
Executive Director
BCT Management, Inc.
Buskirk-Chumley Theater
812.323.3022
www.buskirkchumley.org
Check availability and pricing for the Theater at
http://buskirkchumley.org/index.php/rent-the-bct/availability-calendar


Sacred Woods
Caveat Emptor
Used Books
Opie Taylor's
Malibu Grill
CVS
First Christian Churc
Monroe County
Highway Engineer
Indy E Cigs
Book Corner
N Walnut St
N Washington St
W Kirkwood Ave
E Kirkwood Ave
E Kirkwood Ave
E Kirkwood Ave
E Kirkwood Ave
S Walnut St
Trojan Horse
Piace Boutique
S Washington St
Uptown Apartments
Mardon Salon
Uptown Cafe
3D
Map
Google
Imagery ©2017 Google, Map data ©2017 Google
United States
Terms
Send feedback
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Board of Public Works
Staff Report

Project/Event: Breast Cancer Awareness Walk, Saturday , October 21, 2017

Petitioner/Representative: Karen Shacklette – Breast Cancer Awareness Walk

Staff Representative: Sean Starowitz

Meeting Date: August 22nd, 2017

Local walkers in the community will be walking to help raise awareness about Breast Cancer on Saturday, October 21, 2017 from 8:30 a.m. to 10:30 a.m. With a setup up time of 6:30 a.m. and end time of 11:00 a.m.

The 20th Annual Breast Cancer Awareness walk begins at the Showers Plaza, heads east on West 8th Street, South on North College Avenue, east on West Kirkwood Avenue to the Sample Gates, and returns via the same route to Showers Plaza. They will be using the sidewalks but will need to cross some major streets. Bloomington Police Department will provide traffic control for the safety of the Walkers.

Organizers anticipate 1000 people to attend. A Noise permit is included in the resolution.

Staff recommends approval of the request.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-75

Breast Cancer Awareness Walk

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

WHEREAS, Breast Cancer Awareness Walk will sponsor the 20th Annual Breast Cancer Awareness Walk in Bloomington; and

WHEREAS, Breast Cancer Awareness Walk has requested use of public sidewalks for the Breast Cancer Awareness Walk; and

WHEREAS, Breast Cancer Awareness Walk has agreed to provide all traffic control as deemed necessary and instructed by the City of Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Breast Cancer Awareness Walk has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional 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 declares that Breast Cancer Awareness Walk (hereinafter "Sponsor") may utilize sidewalks and cross the following streets: North Morton Street, North College Avenue, West 7th Street, West 6th Street, and West Kirkwood Avenue to conduct the Breast Cancer Awareness Walk between the 6:30 a.m. and 11:00 a.m. on Saturday, October 21st, 2017 with the event start time of 8:30 a.m. and that vehicular traffic may be restricted for short periods of time during this event.

2. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain permission from the appropriate entity to use Indiana University property.

3. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 11:00 a.m., Saturday, October 21st, 2017.

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

5. Sponsor shall be responsible for notifying the general public in advance by notice to the press, Bloomington and IU Transits, local cab companies and all emergency services 48 hours prior to the event and the fact that vehicular traffic may be temporarily delayed at times.

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

7. In consideration for the use of the City's property and to the fullest extent permitted by law, Breast Cancer Awareness Walk, 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 22ndth DAY OF August, 2017.

BOARD OF PUBLIC WORKS:	**BREAST CANCER AWARENESS WALK**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice-President	Printed Name, Title
_____	_____
Dana Palazzo, Secretary	Position

2016-101
9-6-16

Aug 22

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:	Karen Shacklette		
Contact Phone:	812-332-8242	Mobile Phone:	812-322-6603
Title/Position:	Committee member		
Organization:	Breast Cancer Awareness Walk		
Address:	P.O. Box 0210		
City, State, Zip:	Bloomington, IN 47402-0210		
Contact E-Mail Address:	karens@siraonline.com		
Organization E-Mail and URL:	c/o siraonline.com link to Walk		
Org Phone No:	812-332-8242	Fax No:812-333-7684	

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

Organization Name:	N/A		
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) x ☑ Run/Walk ☐ Festival ☐ Block Party ☐ Parade ☐ Other (Explain below in Description of Event)
Date(s) of Event:	October 21, 2017
Time of Event:	Date: 10/21/2017 Start: 8:30 AM End: 10:30 AM
Setup/Teardown time Needed	Date: 10/21/2017 Start: 6:30 AM End: 11:00 AM
Calendar Day of Week:	Saturday
Description of Event:	Breast Cancer Awareness Walk Registration: 8:30 AM Program 9:00 Walk 9:20 Participants will remain on Sidewalk and no streets need to be blocked off. Officers from BPD will provide security.
Expected Number of Participants:	1000
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

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. PENDING

☐ 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 Was not required 2016

☒ Noise Permit application ☐ Not applicable

☐ Waste and Recycling Plan if more than 100 participates (template attached) we need trash cans

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:	Date Approved:	Approved By:
	Economic & Sustainable Development	OK	
	Bloomington Police	OK	
	Bloomington Fire N/A		
	Planning & Transportation N/A		
	Transit N/A		
	Public Works	OK	
	Board of Public Works		

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: Breast Cancer Awareness Walk

Location of Event: Showers Plaza

Date of Event: 10/21/2017

Calendar Day of Week: Saturday

Time of Event: Start: 8:30 AM End: **10:30 AM**

Description of Event:

Program and walk for Breast Cancer Awareness. Music and speakers are part of the program.

Source of Noise: ☐ Live Band ☐ Instrument ☒ Loudspeaker

Will Noise be Amplified? ☒ Yes ☐ No

Is this a Charity Event? ☐ Yes ☒ No If Yes, to Benefit: PROCEEDS DONATED TO LOCAL BREAST CANCER SUPPORT PROGRAMS

Applicant Information

Name: Karen Shacklette

Organization: Breast Cancer Awareness Walk

Title: Committee Member

Physical Address: c/o 429 S. Landmark Avenue

Email Address: karens@siraonline.com

Phone Number: 812-332-8242

Signature: Karen Shacklette

Date: 07/14/2017

FOR CITY OF BLOOMINGTON USE ONLY

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

BREAST CANCER AWARENESS WALK

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 20th Annual Breast Cancer Awareness Walk.

The Board of Public Works meeting to hear this request will be August 22, 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 Breast Cancer Awareness Walk will be on file and may be examined in the Public Works office on the Friday, August 18, 2017 prior to the Tuesday August 22, 2017 meeting.

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

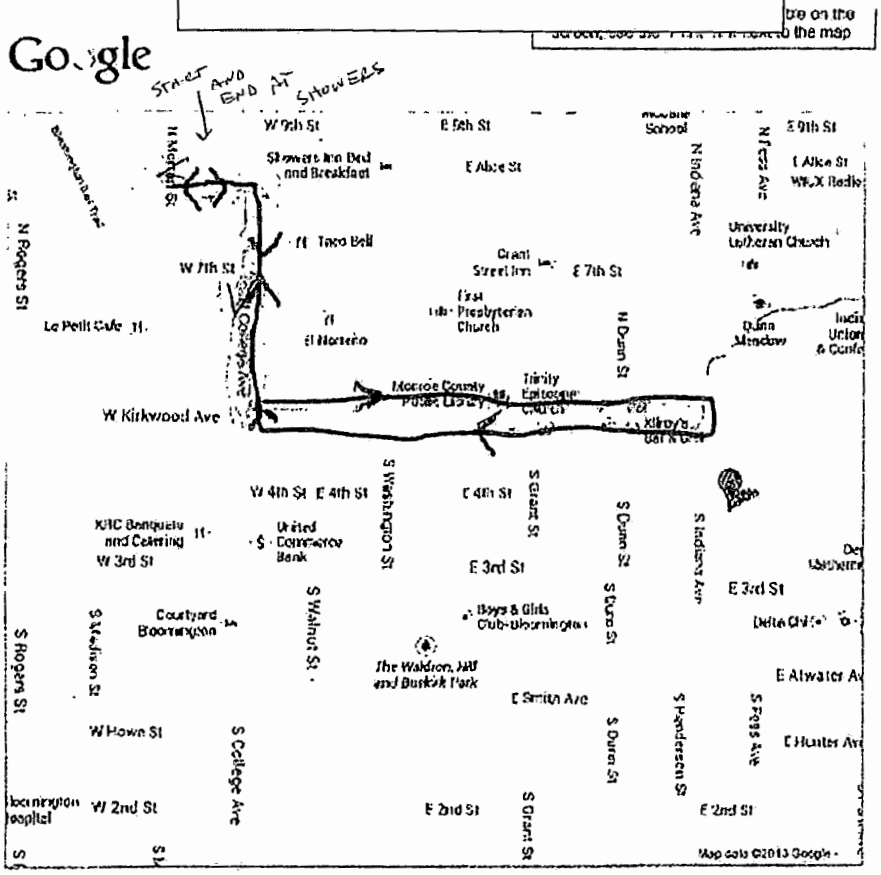
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Karen Shacklette for the Breast Cancer Awareness Walk
DATE: July 21, 2017

20th Annual

Bloomington's Breast Cancer Awareness Walk

2017 Route



The walk will begin at Showers Plaza and go east on Morton, South on College, East on Kirkwood up to the Sample Gates, West on Kirkwood to College, North on College and west on Morton.

Board of Public Works
Staff Report

Project/Event: Jill Behrman 5K Color the Campus Run

Petitioner/Representative: Indiana University Recreational Sports

Staff Representative: Sean Starowitz

Meeting Date: August 22, 2017

Indiana University Campus Recreational Sports is sponsoring the 14th Annual Jill Behrman 5K Color the Campus Run October 21st from 11:00 a.m. – 1:30 p.m. with a setup/teardown time of 7:00 a.m. to 2:30 p.m. Funds raised support the Jill Behrman Emerging Leader Scholarship and are used to fund assault awareness and self-defense workshops. The run begins at the SRSC and traverses the following public streets which comprise three "color zones": N. Fee Lane, E. 7th Street, Indiana Avenue, N. Union Street, and E. 10th Street. Security for the race will be provided by IUPD.

A parade permit has been issued by BPD pending approval of this request by the Board of Public Works.

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

RESOLUTION 2017-76
JILL BEHRMAN 5K COLOR THE CAMPUS RUN

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

WHEREAS, Indiana University Campus Recreational Sports has requested use of city streets to conduct the a 5K race, which provides support for the Jill Behrman Emerging Leader Scholarship and funds assault awareness and self-defense workshops; and

WHEREAS, Indiana University Campus Recreational Sports has agreed to provide any traffic control as deemed necessary and as instructed by Bloomington Planning & Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, Indiana University Campus Recreational Sports, herein after "Sponsors", has agreed to provide the city with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. That the City of Bloomington Board of Public Works agrees that City streets may be utilized to conduct the Jill Behrman 5K Color the Campus Run between the hours of 7:00 a.m. and 2:30 p.m. with the event time of 11:00 a.m. to 1:30 p.m. on Saturday, October 21, 2017.

2. The City of Bloomington Board of Public Works agrees that vehicular traffic may be restricted for short periods of time on sections of city streets as per the map shown.

3. The sponsors agree to be responsible for setting up barricades as instructed by City of Bloomington Planning & Transportation or the Bloomington Police Department.

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

5. The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from the appropriate entity for permission to use Indiana University property.

6. The sponsors shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 2:30 p.m. Saturday, October 21, 2017.

7. The sponsors shall be responsible for notifying all emergency services, transit

companies and local cab companies by written notice and to the general public by notice to the press well in advance of the event. Signs should be installed on routes as directed by City staff to inform the general public of possible delays on the day of the event. Notice and signs shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.

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, Indiana University Campus Recreational Sports, 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:	**IU Campus Recreational Sports**
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice-President	Printed Name, Title
_____	_____
Dana Palazzo, Secretary	Position
	_____
	Date

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Chris Geary		
Contact Phone:	812-855-0636	Mobile Phone:	812-320-0838
Title/Position:	Director of Evaluation, Special Events, Special Projects, and Sponsorships		
Organization:	Indiana University Campus Recreational Sports		
Address:	WIC 290, 1025 E 7th Street		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	cgeary@indiana.edu		
Organization E-Mail and URL:	http://recsports.indiana.edu/home.php		
Org Phone No:	812-855-7771	Fax No:	812-855-8809

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

Organization Name:	Bucceto's Smiling Teeth		
Address:	115 South SR 46 BYP- Suite B		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	paul@buccetos.com		
Phone Number:	(317) 627-6235	Mobile Phone:	
Organization Name:	Bloomington Bagel Company		
Address:	913 S. College Mall Rd		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	bbcbagel@bbcbagel.com		
Phone Number:	812-339-4653	Mobile Phone:	
Organization Name:	Mr. Delivery		
Address:	118 S. Rogers St.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	jthompson@mrdelivery.com		

Phone Number:	812-330-7293	Mobile Phone:	
Organization Name:	Bloomingfoods		
Address:	3220 E 3rd St.		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	info@bloomingfoods.coop		
Phone Number:	812-336-5400	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, October 21, 2017	
Time of Event:	Date: October 21, 2017 Start: 11:00 AM Date: October 21, 2017 End: 1:30 PM	
Setup/Teardown time Needed	Date: October 21, 2017 Start: 7:00 AM Date: October 21, 2017 End: 2:30 PM	
Calendar Day of Week:	Saturday	
Description of Event:	The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 4 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane.	
Expected Number of Participants:	2,000	Expected # of vehicles (Use of Parking Spaces to close): 200 parking in the SRSC and adjacent lots. Most people walk to the event.

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
❑ In progress	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. NOTE: COI request has been submitted to IU INLOCC
❑	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) – see attached Risk Management Plan ✓ Maintenance of Traffic Plan – location of IUPD and barricades is included on event map ✓ Noise Permit Application (if applicable) ❑ Certificate of Liability Insurance - pending ✓ 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). Food permits are submitted to IU Environmental Health & Safety

For City Of Bloomington Use Only

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

NOISE PERMIT

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

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:	Jill Behrman Color the Campus 5K		
Location of Event:	SRSC, 1601 Law Lane, Bloomington, IN 47405		
Date of Event:	10/21/2017	Time of Event:	Start: 11:00 AM
Calendar Day of Week:	Saturday		End: 1:30 PM
Description of Event:	The Jill Behrman 5K is IU's only color run. The event starts and ends at the SRSC on Law Lane and encompasses 4 color zones and various entertainment along the route. Before and after the event, participants gather in the SRSC's loading dock for a dance party with RS Group Exercise Leaders. Hospitality is provided at the end of the event on Law Lane. • Amplified sound/loudspeaker will be located at the SRSC. • Drumline on the corner of Law Lane and Jordan Ave. • Live band near the IU Auditorium. Music will be played from at the SRSC from 11AM until 1:30PM. All other locations will be from 11AM until 12:30PM at the latest		

Source of Noise:	✓Live Band	☐ Instrument	✓Loudspeaker	Will Noise be Amplified? ✓Yes ☐No
Is this a Charity Event?	✓Yes ☐No	If Yes, to Benefit: Proceeds in part fund the Jill Behrman Emerging Leader Scholarship		

Applicant Information

Name:	Christine Geary		
Organization:	Indiana University Campus Recreational Sports	Title:	Director of Evaluation, Special Events, Special Projects, and Sponsorships
Physical Address:	WIC 290, 1025 E 7th St., Bloomington, IN 47405		
Email Address:	cgeary@indiana.edu	Phone Number:	812-855-0636
Signature:	Christine A. Geary	Date:	07/14/2017

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Targeted Waste

Types of Waste	Collection Plan
Empty boxes	Recycling bins
Plastic bags from powder packets	Not recyclable - Waste bins
Food waste	Waste bins
Paper Cups	Recycling bins
Water bottles from the food area	Recycling bins
Paper towels from hand washing station	Waste bins

Collection and Hauling System

RS Facility Support staff are responsible for collection and disposal of waste and recycling along the race route, at designated color zones and water stops, as well as at the SRSC. RS staff assigned to these areas will work with volunteers to gather up waste and recycling for pick up by Facility Support. Both trash and recycling dumpsters will be staged at the SRSC. These dumpsters will be emptied by IU Facility Operations.

Vendor and Volunteer Education

RS professional staff will be informed of the waste management plan at an All Staff meeting. The professional staff will supervise and direct the volunteers at their assigned areas to assist with the implementation of this plan.

Materials and Supplies

Trash receptacles and blue recycling bins will be placed in key areas both on the event route and at the SRSC. Both trash and recycling dumpsters will be staged at the SRSC.

Risk Management Plan

EVENT: JB5K Color the Campus
DATE OF EVENT: October 21, 2017

PRE-EVENT NOTIFICATIONS

Email notification will be sent out to the following groups at the times scheduled below:

Business/Organization	Method	Timing
Campus and Bloomington Bus Systems	Email	Aug 1, Mid Sept and 2 weeks prior to the event
IU Health Ambulance Service & Bloomington Fire Department	Email	Aug 1, Mid Sept and 2 weeks prior to the event
IU Greek life	Email	Mid-September & 1 week prior to event
IU Residential Programs & Services	Email	Mid-September & 1 week prior to event
Effected campus buildings	Email	Mid-September & 1 week prior to event

Sample email:

Bloomington Police Department, Bloomington Fire Department, Campus Bus Service, Bloomington Transit, IU Health Ambulance Service

Dear [ ],

On Saturday October 22nd, Indiana University Campus Recreational Sports will be hosting the 17th annual Jill Behrman 5K. We are expecting around 2,500 participants and volunteers at this event, which will start at 11:00 am and end at approximately 1:00 pm. The race route starts at the Student Recreational Sports Center (SRSC) on Law Lane and winds through central campus and back to the SRSC.

We wanted you to be aware of temporary road closures that you may encounter during this time. ***Please see that attached map****. IUPD is providing safety and traffic control throughout the event.*

Please let us know if you have any questions.

Best,

Waste and Recycling Management Plan

Event name: _Jill Behrman 5K__
Number of expected attendees: _2,000_
Number of food vendors: __4__
Number of other vendors: __0__

Designated Waste and Recycling Manager

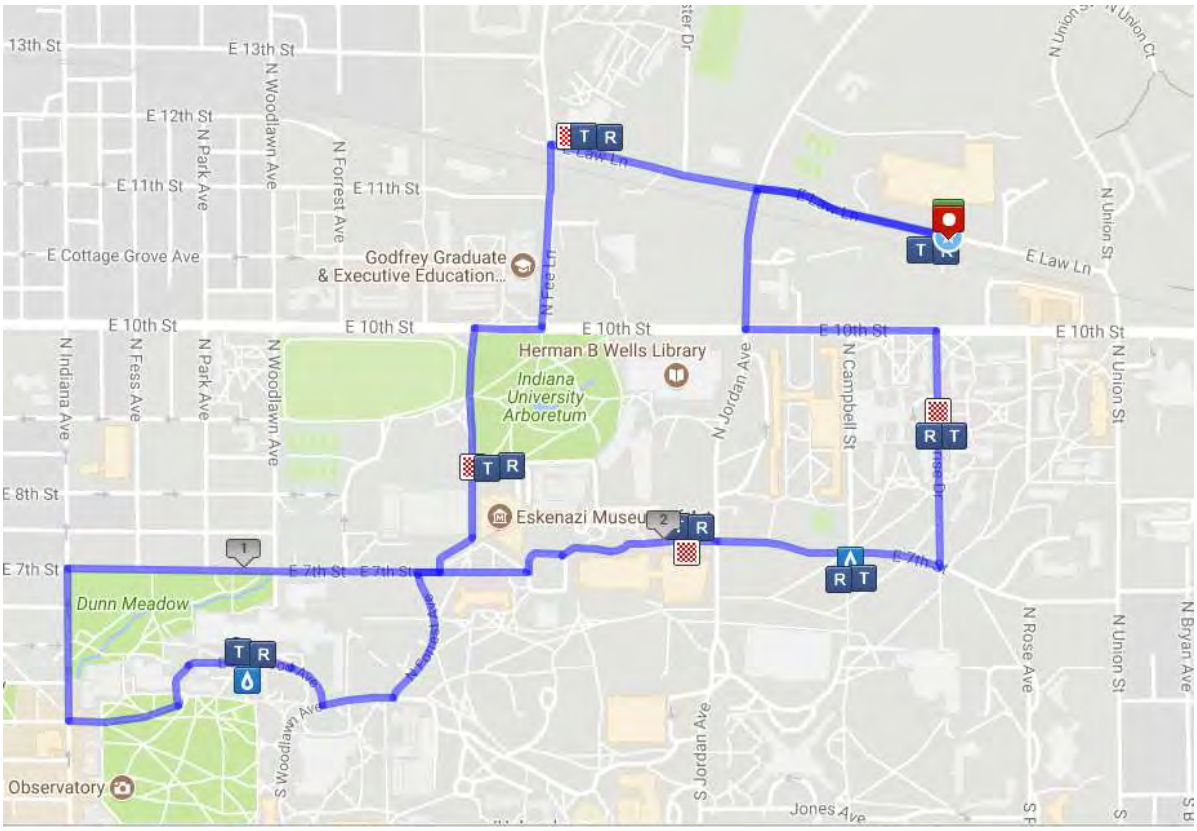
The Jill Behrman 5K is an event of Indiana University's Campus Recreational Sports unit (RS). Tom Cox, Assistant Director of Facility Support will serve as the lead for waste management. All waste and recycling materials are brought back to the SRSC for sorting and disposal.

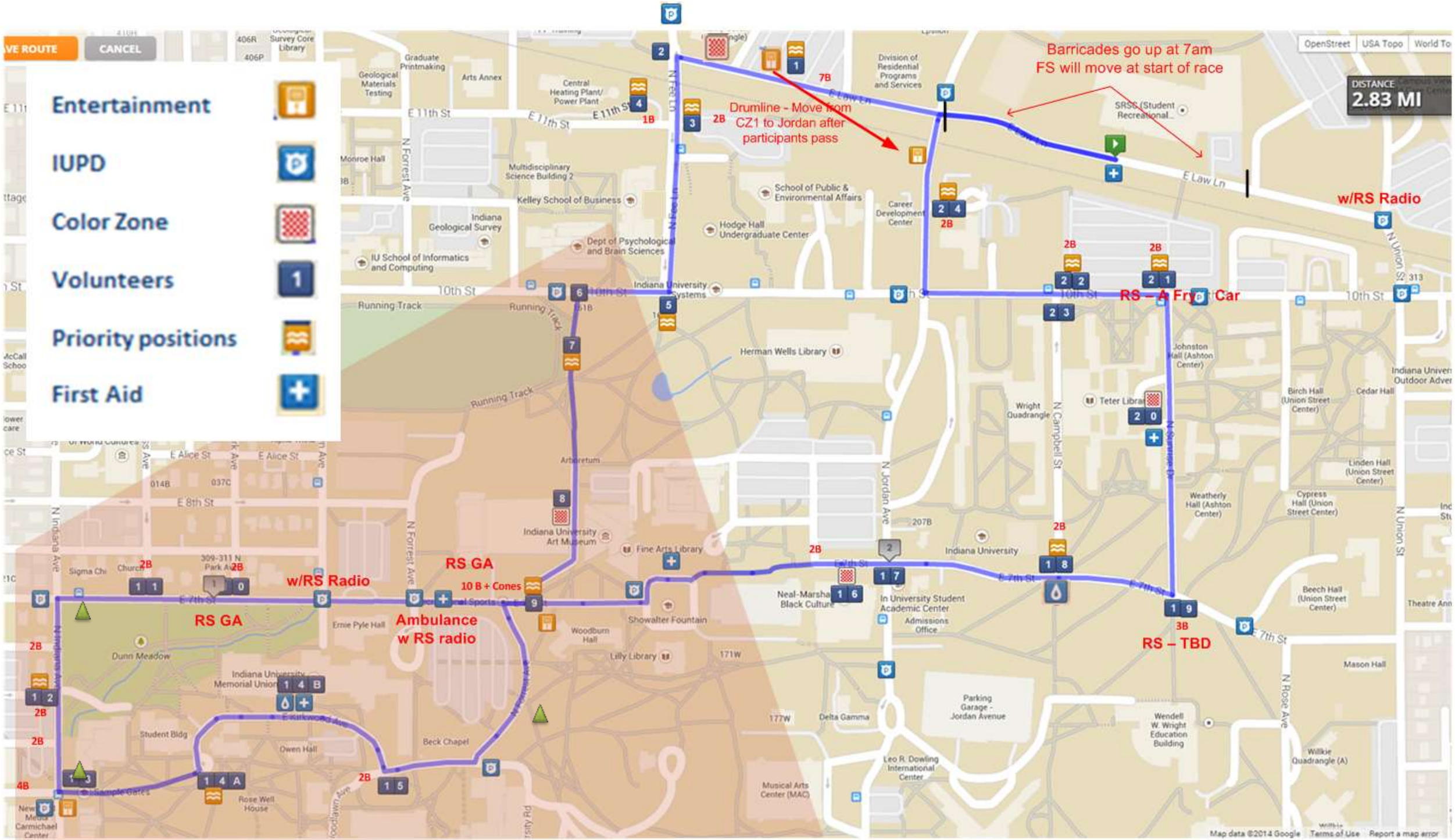
Event Map

(A) – **Start/Finish**. The start and finish area will be in front of the SRSC on Law Lane. Trash receptacles and recycling bins that will be clearly labeled and strategically placed around food vendors, adjacent to washing stations and places participants congregate. RS staff are responsible for final clean up at the conclusion of the event.

(B) **Pre and post race party area**. The SRSC loading dock will serve as the location for the pre and post event dance party takes place. Trash receptacles and recycling bins that will be clearly labeled and strategically placed throughout this area. RS staff are responsible for final clean up at the conclusion of the event.

(C) **Event Route**. All trash and recycling will be brought back to the SRSC by the RS Facility Support staff for sorting and appropriate disposal. RS staff are responsible for final clean up at the conclusion of the event. The color zones are designated by the red checkered boxes and the water stops by the blue rain drop symbol.




Entertainment
IUPD
Color Zone
Volunteers
Priority positions
First Aid
Barricades go up at 7am
FS will move at start of race
Drumline - Move from CZ1 to Jordan after participants pass
DISTANCE
2.83 MI
w/RS Radio
RS – A Fry Car
RS GA
w/RS Radio
RS GA
10 B + Cones
Ambulance
w RS radio
RS – TBD
E 11th St
10th St
E Law Ln
E 7th St
E 8th St
N Jordan Ave
N Campbell St
N Union St
N Forest Ave
N Indiana Ave
Herman Wells Library
Indiana University
Indiana University Art Museum
Fine Arts Library
Showalter Fountain
Lilly Library
Woodburn Hall
Neal-Marshall Black Culture
In University Student Academic Center
Admissions Office
Parking Garage - Jordan Avenue
Wendell W. Wright Education Building
Leo R. Dowling International Center
Musical Arts Center (MAC)
Delta Gamma
Beck Chapel
Owen Hall
Student Bldg
Indiana University Memorial Union
Dunn Meadow
Ernie Pyle Hall
Sigma Chi
Arboretum
Kelley School of Business
Hodge Hall Undergraduate Center
School of Public & Environmental Affairs
Career Development Center
Division of Residential Programs and Services
Multidisciplinary Science Building 2
Indiana Geological Survey
IU School of Informatics and Computing
Dept of Psychological and Brain Sciences
Monroe Hall
Graduate Printmaking
Arts Annex
Geological Materials Testing
Central Heating Plant/ Power Plant
Running Track
Wright Quadrangle
Teter Library
Johnston Hall (Ashton Center)
Weatherly Hall (Ashton Center)
Cypress Hall (Union Street Center)
Linden Hall (Union Street Center)
Birch Hall (Union Street Center)
Cedar Hall
Beech Hall (Union Street Center)
Mason Hall
Wilkie Quadrangle (A)
Theatre Ann
Rose Well House
New Media Carmichael Center
Map data ©2014 Google
Terms of Use
Report a map error

EMERGENCY RESPONSE:

1. Request that four (4) Risk Management First Responders be scheduled for the event to be on site stationed in the following locations with appropriate emergency equipment including standard FA equipment, RS radio, accident/incident reports, UP-PDT kit and AED & radios equipped with ear pieces.

Location	On-site at location
SRSC First Aid tent	9:30 AM
Between color zones 1 (east entrance to SPH) and 2 (north side of the Neal Marshall Center)	10:45 AM
At color zone 3 on Sunrise	10:45 AM
Central Campus near the water stop on the back side of the IMU	10:45 AM

2. The Assistant Director for Risk Management will request ALS (Advance Life Support) person with non-transport vehicle coverage for the event.

3. A map of the race route with IUPD coverage locations can be found on the last page of this document. IUPD will be responsible for managing traffic along the event route. This map will be distributed to the RS RMFR staff and the IU Health Ambulance Service by the RS assistant director for Risk Management.

4. Facility Support & the RS staff assigned to race route logistics will be responsible for setting up barricades along the race route.

5. Jon West and Mike Grannan will be responsible for inspecting the course and insuring that IUPD, the Risk Management First Responders and emergency response units are in their designated locations with appropriate equipment.

6. Sgt. Shannon Bunger is the POC for IUPD. 17 IUPD officers will be stationed throughout the course with lead and trailing officers on bicycles. The lead and trialing officers are in constant contact with the other officers providing race coverage in order to effectively and safely manage traffic.

7. IU Health non-transport vehicle will be stationed on Woodlawn Avenue in the alley to the west of Ernie Pyle Hall. They will be on-site from 10:30am-12:30pm. After that time the RS RMFR will continue to be stationed at the SRSC loading dock area until the event closes at 1:30pm.

8. Volunteers will be given the following instructions on a sheet of paper to have with them on race day:

   Thank you for volunteering for the JB5K Color the Campus event!

   The safety of the participants and volunteers if of utmost importance to us. In the event of a medical or other emergency:

   - Call 911 immediately
   - Then call 812-855-3225 (Recreational Sports emergency phone)

Please note that IUPD officers are stationed throughout the race route so emergency personnel can be on the scene quickly.

9. The On-Site/On-Call professional will be at the race monitoring the cell phone. If they receive a call, they will go to the site of the accident in order to assist with the situation and to gather information.

10. In the event of an accident, the RMFR will attempt to reach IU Health Bloomington Ambulance (stationed at Woodlawn & 7th Street) via radio on Channel 3. If the ambulance service cannot be reached after two attempts, then the RMFR is directed to call a Code Red through WIC Member Services.

    a. Jon West will respond to all accidents/incidents throughout the course to ensure continuity and efficiency of care in coordinating between IU Health Ambulance Service and Risk Management First Responders

11. All Recreational Sports personnel and volunteers will be directed to call 911 first in the event of an emergency. The ambulance on site and IUPD will both then be alerted by the emergency dispatcher and able to respond quickly.

COMMUNICATION:

1. In the event of an emergency, WIC Member Services will call the On-Site/On-Call professional on the OSOC cell phone and radio Jon West who will direct the appropriate RMFR to respond. All others should remain in their assigned locations unless otherwise directed.

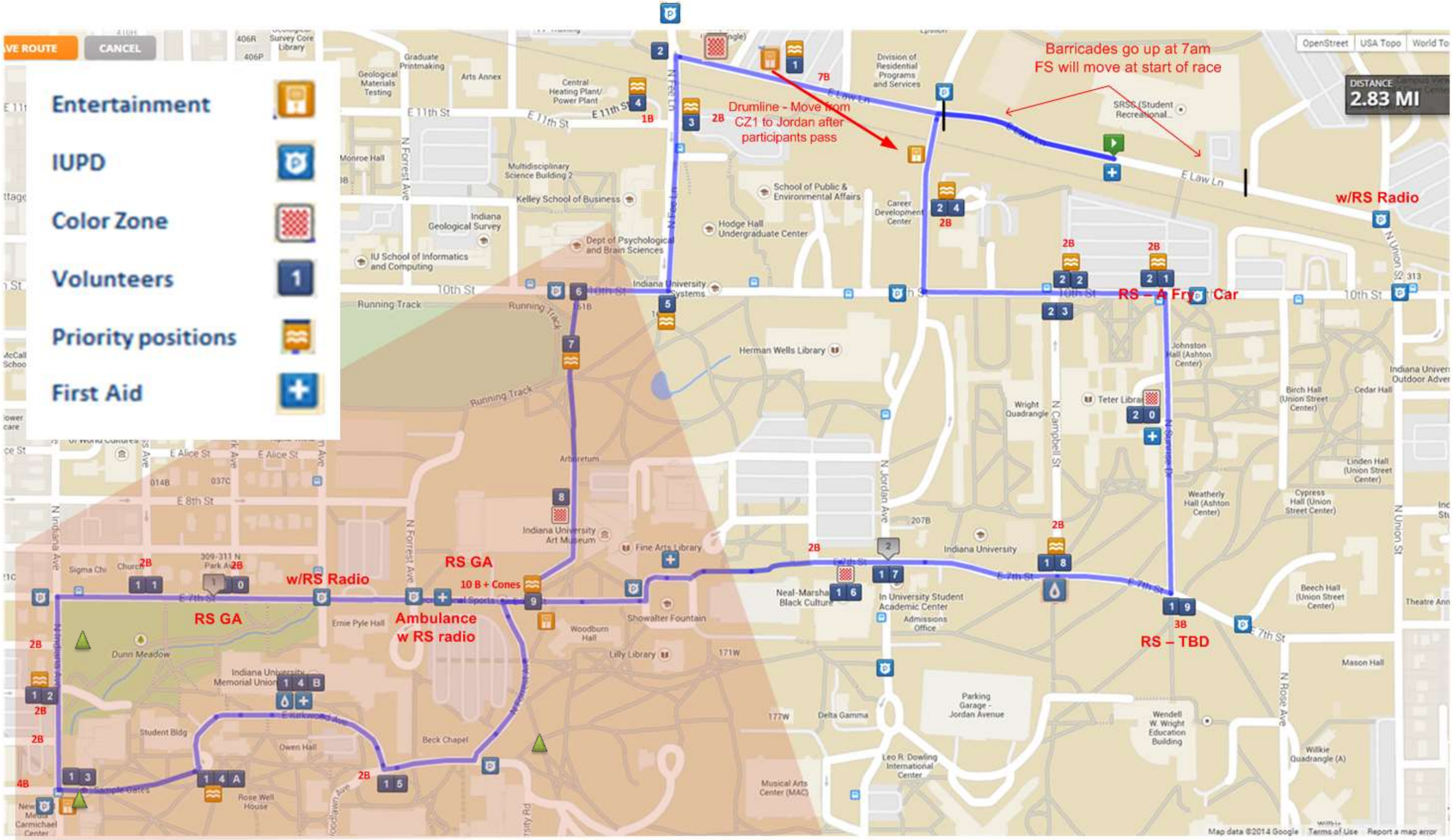
2. Staff members will be asked to bring RS communication radios to the event to assist with communication. All facility support staff will be issued radios.

Person	Has	Area	Radio
Geary, Chris		General	Check out a ext mic radio from SRSC- Mg will get you the earpiece
Mishler, Cherise		General	Check out a ext mic radio from SRSC- Mg will get you the earpiece
Puterbaugh, Jackie		General	Check out from SRSC
West, Jon	loaner	Risk Mgmt	Scanning radio w/ earpiece
Grannan, Mike	loaner	Risk Mgmt	Scanning radio w/ earpiece
RMFR (4)		Risk Mgmt	Jon will get Radios from SRSC for RM's
IUPD (2)		Risk Mgmt	Jon will distribute M-75 and M78 to IUPD
BHAS		Risk Mgmt	Jon will distribute from Greg's Radio M-32
Pedersen, John	*	Facility Support	M-66
Cox, Tom	*	Facility Support	FS radio from 030A M-77 from IT Suite
O'Donnell, James		Facility Support	M-62 from 030A
Polley, Will		Facility Support	Check out from SRSC
Edelbrock, Kellen	*	Color Zone Support	M-50

Stulock, Julia	*	Color Zone 1 - Foster	M-56
Lowry, Sam		Color Zone 2 – SPH	check out from WIC
Jamriska, Kim		Color Zone 3 – Neal-Marshall	check out from WIC
Caldwell, Justin	*	Color Zone 4 - Teeter	M-52
Miller, Mark		Water Stop 1	check out from WIC
Jones, Rebecca		Water Stop 2	check out from WIC
Arvin, Chris	*	Race Route	M-53
Whittaker, Brad		Race Route	check out from WIC
Graskewitz, Brett	*	Race Route	M-51
Fry, Andy	*	Race Route	M-54
Kasprzycki, Wally		Race Route	check out from WIC
Wrenholt, Dan		Race Route	check out from WIC
Heeter, Steve	*	Registration	M-55

3. Radio communication for the race will take place on Channel 3 as to not interfere with other RS radio communication. Jon's radio will scan channels 1 & 3.

4. **Important**- After the race, staff will be reminded to turn their radio in immediately upon their return to the SRSC before it gets saturated with powder. The radios that get powder on them **must** be cleaned and inspected before they get returned to the respective EQ's for check out. So- if it is clean, return it, put it up, or lock it down somewhere before it gets coated with powder. If you are at the SRSC and it belongs at WIC get it to Mike and he will get it back where it belongs.


SAVE ROUTE
CANCEL
Entertainment
IUPD
Color Zone
Volunteers
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10 B + Cones
RS – TBD
E 11th St
E Law Ln
10th St
E 7th St
E 8th St
E Alice St
N Fee Ln
N Forest Ave
N Jordan Ave
N Campbell St
N Union St
N Indiana Ave
N Rose Ave
Graduate Printmaking
Geological Materials Testing
Arts Annex
Central Heating Plant/ Power Plant
Division of Residential Programs and Services
SRSC (Student Recreational...
Monroe Hall
Multidisciplinary Science Building 2
Kelley School of Business
Indiana Geological Survey
IU School of Informatics and Computing
Dept of Psychological and Brain Sciences
School of Public & Environmental Affairs
Career Development Center
Hodge Hall Undergraduate Center
Indiana University Systems
Herman Wells Library
Running Track
Arboretum
Indiana University Art Museum
Fine Arts Library
Showalter Fountain
Woodburn Hall
Lilly Library
Ernie Pyle Hall
Dunn Meadow
Indiana University Memorial Union
Student Bldg
Owen Hall
Beck Chapel
Rose Well House
Sigma Chi
Church
309-311 N Park Ave
Neal-Marshall Black Culture
In University Student Academic Center
Admissions Office
Indiana University
Parking Garage - Jordan Avenue
Delta Gamma
Leo R. Dowling International Center
Musical Arts Center (MAC)
Wright Quadrangle
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Linden Hall (Union Street Center)
Beech Hall (Union Street Center)
Mason Hall
Wendell W. Wright Education Building
Willkie Quadrangle (A)
Theatre Ann
Indiana Univer Outdoor Adver
Map data ©2014 Google
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Board of Public Works

Staff Report

Project/Event: **IU Fall Cycling Series Street Sprints, October 8, 2017**

Petitioner/Representative: **Indiana University Student Foundation**

Staff Representative: **Sean Starowitz**

Meeting Date: **August 22, 2017**

The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Saturday, October 21, 2017 between 12:00 p.m. and 6:00 p.m.

The Sprints will take place on East Kirkwood Avenue between Lincoln Street and Indiana Avenue. They anticipate having 200 entries and more than 1,000 spectators.

City Staff supports the request.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-77

IU FALL CYCLING SERIES STREET SPRINTS

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation 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

WHEREAS**,** the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional 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 declares that Indiana University Student Foundation (hereinafter "Sponsor") may close East Kirkwood Avenue between Lincoln Street and Indiana Avenue to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., on Saturday, October 21, 2017.

2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Sponsor agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Sponsor agrees to close the streets not before 12:00 p.m. on Saturday, October 21, 2016 and to remove barricades and signage by 6:00 p.m. on Saturday, October 21, 2017.

3. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.

4. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 6:00 p.m., Saturday, October 21, 2017.

5. That 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 music may be played during the hours of the event.

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

7. Sponsor shall be responsible for placing "No Parking" signs 24 hours in advance of event.

Those signs will be available in the Public Works Office.

8. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.

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

10. _____, by signing this agreement, represents that she/he 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	INDIANA UNIVERSITY STUDENT FOUNDATION
_____	_____
Kyla Cox Deckard, President	Signature
_____	_____
Kelly M. Boatman, Vice-President	Printed Name and Title
_____	_____
Dana Palazzo, Secretary	Date

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Name:	Andrea L. Balzano		
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N. Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	albalzan@indiana.edu		
Phone Number:	(812) 855-1937	Mobile Phone:	(574) 320-9125

2. Any Other Organizations Involved (including Food Vendors if applicable)

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

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑ 5k Run/Walk ❑ Festival ❑ Block Party ❑ Parade ❑ Other (Explain) This is IUSF's annual Little 500 Street Sprints on Kirkwood. Students will be racing bikes from the library to Kilroys.	
Date of Event:	Saturday, October 21st, 2017	
Time of Event:	10/21/17 Start: 12:00 pm	10/21/17 End: 6:00 pm
Setup/Teardown time Needed	10/21/17 Start: 9:00 am pm	10/21/17 End: 6:00 pm
Calendar Day of Week:	Saturday	
Description of Event:	The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Saturday, October 21st. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from the library to Kilroys.	
Expected Number of Participants:	160	Expected # of vehicles: 0—we need to close the road and NO cars can be parked on the road for safety reasons

4. IF Your EVENT IS A **NEIGHBORHOOD BLOCK PARTY** YOUR 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 • 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: barricades, security company, other law enforcement); and
❑	Notification to business/residents (copy of letter/flyer/other)
❑	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Noise Permit (if applicable)

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: barricades, security company, other 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 (copy of letter/flyer/other)
❑	Copy from Parks & Recreation of Approved Special Use Permit (if applicable)
■	Certificate of Insurance – Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: $100,000 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000 in the aggregate
■	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Secured a Parade Permit from Bloomington Police Department (if applicable) **Not Applicable**
❑	Noise Permit Application (if applicable) [redacted]

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: barricades, security company, other 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 (copy of letter/flyer/other)
❑	Copy from Parks & Recreation Department of Approved Special Use Permit (if applicable)
❑	A properly executed Maintenance of Traffic Plan from City of Bloomington Planning and Transportation • Determine if No Parking Signs will be required
❑	Noise Permit (if applicable)
❑	Certificate of Insurance - Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
❑	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)

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 Insurance ❑ Secured a Parade Permit from Bloomington Police Department (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:	Date Approved:	Approved By: City Staff

Contact Information- Other			
	Location	**Contact**	**Phone Number**
Traffic Control Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Transportation	(812)-349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works	401 N. Morton St. Suite 13 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open flame)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2017

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

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

PRODUCER
McGowan Insurance Group Inc
355 Indiana Avenue
Suite 200
Indianapolis IN 46204

CONTACT NAME: Becky Lynch
PHONE (A/C, No, Ext): (317) 275-1612 FAX (A/C, No): (317) 464-5001
E-MAIL ADDRESS: beckyl@mcgowaninc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay Insurance Co.	22306
INSURER B: Cincinnati Insurance Company	10677
INSURER C: Ohio Casualty	24074
INSURER D: Citizens of America	31534
INSURER E: Hanover Ins Co	22292
INSURER F:	

INSURED
Indiana University Foundation, Inc.
P.O. Box 500
Bloomington IN 47402

COVERAGES **CERTIFICATE NUMBER:** 17/18 LIAB CERT **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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / X LOC OTHER:			ZDWD183237	3/1/2017	3/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			ENP0180850	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			EUO54709322	3/1/2017	3/1/2018	EACH OCCURRENCE	$ 25,000,000
							AGGREGATE	$ 25,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W7WD161364	3/1/2017	3/1/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
E	INLAND MARINE			IHWD183118	3/1/2017	3/1/2018	BLANKET FINE ARTS INCL VINYL RECORD COLLECTION	$2,121,076

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Street Sprints event on Kirkwood Avenue on October 21st, 2017.

CERTIFICATE HOLDER

albalzan@indiana.edu

City of Bloomington
Bloomington, IN

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

Rebecca Lynch/BECKYL Rebecca Lynch

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Bike Racing Only
IUSF Event Services
BPD
EMT
IUSF Command Center
Timing/Scoring/Announcer
Crossing
Traffic Flow
Safety Fencing

Board of Public Works
Staff Report

Project/Event: Lotus World Music and Arts Festival.

Petitioner/Representative: Lotus Education & Arts Foundation

Staff Representative: Sean M. Starowitz

Meeting Date: August 22, 2017

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

This is a request to amend Resolution 2017-59 for The 24th annual Lotus Music and Arts Festival scheduled for Thursday, September 28 through Sunday, October 1, 2017. The amended Resolution removes East Kirkwood Avenue from College Avenue to Walnut Street from the closure list, and relocates the Food Truck Village to the First United Methodist Church lot, extending the Festival Perimeter.

Attached is a map showing which streets are closed at what time each day and where venues are located.

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

Staff recommends approval of the request.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
AMENDED RESOLUTION 2017-59

LOTUS WORLD MUSIC AND ARTS FESTIVAL 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Lotus, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold

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

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

ADOPTED THIS _____ DAY OF_____, 2017.

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

2017.59
7-25-17

LOTUS 2017 STREET & ALLEY CLOSINGS

UPDATED MAP · SEPT. 28 - OCT. 1

CLOSED 7AM THURSDAY–4PM SUNDAY
(PARKING GARAGE ACCESS REMAINS OPEN)

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

CLOSED 8AM FRIDAY–9AM SUNDAY

CLOSED 8AM FRIDAY–3PM SUNDAY

FESTIVAL PERIMETER

FESTIVAL VENUE OR FACILITY

* see detail for Dumpster placement/times

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 22, 2017

Report: This Resolution is being amended to clarify that Bloomingfoods is also requesting the closure of West 6th Street from Madison to their parking lot. 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 and 6th Street in front of their building. 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. and 6th Street from Madison to their parking lot. 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.

City Staff requests the amendment of this Resolution

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

BOARD OF PUBLIC WORKS
AMENDED 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 (hereinafter "Sponsor") is desirous of using City property which includes Madison Street from W. 6th Street to the east/west alley and W. 6th Street from Madison Street to their parking lot 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 and W. 6th Street from Madison Street to their parking lot, 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 Sponsor, 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. Sponsor 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 Department of Public Works and shall be affixed as instructed by City Staff.

4. Sponsor shall be responsible for placement and removal of barricades. Sponsor is responsible for contacting the City of Bloomington Planning and Transportation Department for instructions on the type of and placement of said barricades. Sponsor agrees to obtain at its own expense and place barricades to close Madison Street from W. 6th Street to the east/west alley and W. 6th Street from Madison Street to their parking lot 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. Sponsor 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, Sponsor, 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

_____
Printed Name and Title

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		

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Local Vendor Fair			
Location of Event:	6th st & Madison, Bloomingfoods West			
Date of Event:	9/9 w/ 9/16 rain date	Time of Event:	Start: 11:00 am	
Calendar Day of Week:	Saturday		End: 3:00pm	
Description of Event:	Local Vendor Fair- 15+ local vendor will set up + provide samples. We will have a DJ, live band, or other entertainment.			
Source of Noise:	☒ Live Band or DJ	☐ Instrument	☐ Loudspeaker	Will Noise be Amplified? ☒ Yes ☐ No
Is this a Charity Event?	☐ Yes ☒ No	If Yes, to Benefit:		

Applicant Information

Name:	Natascha Jacob		
Organization:	Bloomingfoods	Title:	Marketing Administrator
Physical Address:	316 W 6th St. 47404		
Email Address:	Natascha@bloomingfoods.coop	Phone Number:	812-339-4442 x 113
Signature:	[signature]	Date:	7/11/2017

FOR CITY OF BLOOMINGTON USE ONLY

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

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

N Morton St
B-Line Trail
West 6th Street
N Madison
Monroe County
munity Corrections
ss Studio

Board of Public Works
Staff Report

Project/Event: Noise Permit for Cry Out in the Park

Petitioner/Representative: Andrew Penman, Truth Ministries, Inc.

Staff Representative: Christina Smith

Meeting Date: August 22, 2017

Report: Truth Ministries is requesting a Noise Permit from 2:00 p.m. – 5:00 p.m. on Sunday, September 3, 2017 for their Cry Out in the Park 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** Christina Smith

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	**Cry Out in the Park**		
Location of Event:	**Bryan Park**		
Date of Event:	**Sep. 3, 2017**	Time of Event:	Start: **2 pm**
Calendar Day of Week:	**Sunday**		End: **5 pm**
Description of Event:	**Raising awareness of those in need through community gathering; end time of event is flexible**		
Source of Noise:	☒ Live Band ☒ Instrument ☒ Loudspeaker		Will Noise be Amplified? ☒ Yes ☐ No
Is this a Charity Event?	☒ Yes ☐ No	If Yes, to Benefit: **unite residents of Bloomington**	

Applicant Information

Name:	**Andrew Penman**		
Organization:	**Truth Ministries, Inc.**	Title:	**President**
Physical Address:	**2777 E Bressingham Way, Bloomington, IN 47401**		
Email Address:	**andy.penman@truthmin.org**	Phone Number:	**765-480-0499**
Signature:	APenman	Date:	**Aug. 7, 2017**

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

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

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: July 20, 2017

Dear Andrew:

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

Cry Out in the Park

Bryan Park with Henderson Shelter House

September 3, 2017 from 9a.m. – 7p.m. (includes set-up & dismantle)

Special Notes:

Information regarding sound technician, details of security plan, and payment will need to be submitted to this office by August 21, 2017. Note: Staking of items is not permitted in the park, including signs. Active solicitation is prohibited from the stage area or among those attending. The placement of jars with signage requesting donations is permissible. Contact Crystal Ritter regarding plans on hanging stage banner and all other signage/banners. The event organizer/applicant is responsible for the removal of any bagged trash over the 10 bag maximum. 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) days prior to your event.

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

Sincerely,

Kim Clapp
Office Manager

Encl. Permit Packet

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

Use, Security, Safety

1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.

2. The department reserves the right to require an event promoter to hire security personnel before being granted permission to conduct an activity on department property.

3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.

4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.

5. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited.

6. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.

7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In Addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

8. **No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park without an approved Noise Permit.**

9. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.

10. No person shall cut, injure, deface, remove, or disturb any department property at any time.

11. Except as noted on the special use permit, vehicles of any type are prohibited from **parking or operating** a vehicle on city-owned properties, except as designated, for any purpose before, during, or after a special event.

12. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.

13. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.

All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.

INVOICE

CITY OF BLOOMINGTON
parks and recreation

PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Invoice Number: **18-2017-SE-11**

Date: July 20 , 2017

Truth Ministries, Inc.
Attn: Andrew Penman
PO Box 2181
Bloomington, IN 47402

Quantity	Description	Unit Price	Total
1	Application Fee	$25.00	$25.00
1	Permit Fee	$100.00	$100.00
1	Deposit	$50.00	$50.00
10	Staffing Mobile Stage ($18.00 per hour)	$18.00	$180.00
1	Mobile Stage Rental	$750.00	$750.00
1	Mobile Stage Depoist	$375.00	$375.00
1	Henderson Shelter House Rental	$53.00	$53.00
-1	Application Fee Payment	-$25.00	($25.00)
	Due: August 21, 2017		
		TOTAL DUE	$1,508.00

For questions please call invoice originator: Kim Clapp 349-3710

Please make checks payable to *City of Bloomington*

Mail To:
PO Box 100
Bloomington, IN 47402
Attention: Amy Silkworth

Office Use Only:

Deposit in revenue line:

201-6500-41020 -	$50.00
201-9000-41020 -	$50.00
201-18-189003 -	$53.00
201-6500-43260 -	$930.00
201-24105 -	$425.00

Notify: clappk@bloomington.in.gov when deposit has been made.

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2017 SPECIAL EVENT PERMITS APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- 100 or more participants
- Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- Tents
- Inflatables
- Stages
- Walk/Run/Parade
- Specific location reservations

To download the 2017 application forms for:

- Special Event Permit
- BLine /Clear Creek Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rentals

Go to: bloomington.in.gov/parkpermits

Permit Process

1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the $25 application fee.
3. Submit the completed application and $25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax to call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.
   Please note: *Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 4, 2017 beginning at 8:00a.m. Applications submitted by mail, e-mail and fax, and all applications received prior to 8:00a.m. on January 4, 2017 will not be processed until January 5, 2017. Furthermore, only completed applications submitted with the $25 application fee will be processed.*

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4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a $25 application fee.
5. Upon receiving your completed application and $25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a part permit.
6. Insurance:

Insurance: During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

a. **General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.**
b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.
d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the $25 application fee to:

Greg Jacobs
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725
Fax: (812) 349-3705

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2017 Application, Agreement and Guidelines for Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **6 weeks prior** to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within 2 weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- ☒ Application for Rental Agreement
- ☒ Application Fee $25/non-refundable
- ☒ Event Site Plan
- ☒ Event Agenda/Activities

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:
Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250

Damage Deposit:
BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:
The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:
During the performance of any and all Services under this Agreement, permit applicant shall maintain the following insurance in full force and effect:

a. **General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.**
b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.
d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

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Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, 349-3309). Upon receiving approval, all applicants must then...
2. Contact the Department of Public Works for any street closure approvals @ 812-349-3410.
3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Greg Jacobs, 349-3725).

Meeting:
Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

Walk-through:
You are responsible for scheduling a "walk-through" of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Greg Jacobs 812-349-3725.

Vehicles and Parking:
Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:
Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:
You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:
You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:
Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (JD Boruff 812-349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Holey Moley (1-800-382-5544) to locate any utility lines prior to staking any tents in any parks. **All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.**

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Child Supervisiou:
If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:
The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:
It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:
It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. Applicants can call 812-349-3410 for additional information.

Violations:
Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.
Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

By signiug and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :
I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I Andrew Penman, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise form these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

APenman
Signature

June 19, 2017
Date

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parks and recreation

401 N. Morton St. · Suite 250 P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES

City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

- Parks operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least six weeks prior to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.

Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

☐Governmental:
- ☐City of Bloomington
- ☐Monroe County
- ☐Other _____

☐Department-Affiliated
☒Non-Profit
Tax ID# 30-0912543
Non-Profit Fundraising Event
Tax ID# _____

☐Private – City Resident
☐Private – Non-Resident
☐Profit Making
☐Other_____

Please complete entire application:

Date of Application: June 19, 2017

Date of Proposed Event: September 3, 2017

Contact Information:

1. Organization applying for Special Use Event Permit:

Organization: Truth Ministries, Inc.

Address: PO Box 2181

City: Bloomington State: IN Zip Code: 47402

Telephone #: 812-671-0274 Fax: N/A

E-mail: outreach@truthmin.org

2. Name of organizational **contact** responsible for managing event
(Please list the one representative that will be responsible for all communication):

Name: Andrew Penman Title: President

Address/Phone Number (If different)

Address: Same as above

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

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Event Logistics:

3. Name of event: Cry Out in the Park

4. Type of event: (Please check as many as applicable)

☒Concert ❑Entertainment ❑Parade (*) ❑Public Info. ❑Environmental
❑Cultural ❑Endurance ❑Sports ❑Walkathons/fitness Walk (*)
❑Reunion ❑Fund Raiser ❑Other (please explain) _____

All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Public Works Department 812-349-3410. GIS maps are available on line at http://bloomington.in.gov/maps/
*A copy of your proposed route must be attached to this application.

5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.)

See Attachment

6. Requested Event Location: Park Name: Bryan Park

Facilities in park (i.e. shelter, park, grounds, etc.): mobile stage located just North of basketball courts

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc. (Map of park included)

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)	Starting Time	Ending Time	Set-up Date/Time	Dismantle Date/Time
Concert	9-3-17	9-3-17	2 pm	6 pm	9am same day	7pm same day

(a) Designated date for inclement weather? (rain date) ❑yes ☒no
If yes, date: _____

8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.): 400

Peak Attendance: 400 at time 3pm ❑a.m. ☒p.m.

9. Is this a first time event for you or the sponsoring organization at this location? ☒yes ❑no
(a) If not how does this event differ from (a) similar event(s) in previous years(s)?

(b) Attendance totals for last event: Daily _____ Overall _____

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) **PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.** Please list event web site if available.
radio, social media, website: www.truthmin.org

11. Will any signs, banners or flyers be hung or posted? ☒yes ❑no

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Describe the proposed locations of the banners, etc. (Due to city ordiuances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at 349-3423)

Banners will be hung across the stage; small foot traffic signs may be posted in ground near parking lots to direct foot traffic

12. Do you plan to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event?
☒yes ☐no

(a)If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All compouents of vendor display, inclnding tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity
stage	mobile stage	1

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public? ☒yes ☐ no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

persons w/ special needs may park in designated handicapped spaces and use paved walkways to get close to the stage

15. Will donations/contributions be accepted during this event? ☐ yes ☒ no
If yes, please explain how these donations will be generated or collected. _____

16. Will there be an admission charge to attend/participate? ☐yes ☒no
If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount: _____

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? ☐yes ☒no

If yes, please explain & list the number of booths expected:

_____

Notice:

*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at 349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

*Bloomington Parks and Recreation will charge a $25.00- $35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

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18. Will there be displays, literature, or other types of solicitation? ☐yes ☒ no
If yes, please explain: _____

19. Do you request access to the restrooms in the Allison Jukebox Community Center? ☐ yes ☒ no
(There is a minimum charge of $30/hr to open the Jukebox for restroom use.)

All Allison Jukebox Community Center rentals require a deposit equal to 50% of rental cost

Please check all that is needed:

Activity Rooms (2 available)	Per Hour
Activity Room – Carpet	$30 - $50 per hour
Activity Room – Tile	$30 - $50 per hour
Restroom only with park use	$25 - $45 per hour
Whole Building (including kitchen)	$50 - $85 per hour

20. Are you providing additional portable toilets for your event? none at this time

How many? _____ Location: (show on site map) _____

Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site: we will collect garbage in bags and place by trash receptacles in park

Person responsible for clean up: Andrew Penman

Contact Name: _____ Relationship to organization: President

Phone Number: 765-480-0499

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

22. What are your plans for providing security, traffic and/or crowd control: Team of 5-10 volunteers

Contact Person: Andrew Penman

Company Name: Truth Ministries

Contact Phone Number: 765-480-0499

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23. What are your parking plans? Overflow Parking? make use of Bryan Park's existing lots

***Vehicles are not permitted to park in the park (including next to shelters). Vehicles found parked in the park will result in loss of damage deposit.**

24. What are your plans for providing emergency/medical services? Utilizing existing public emergency services

Event Entertainment:

25 Do you plan to provide musical entertainment for this event? ☒yes ☐ no

If yes, please describe: several ensembles will perform contemporary Christian music

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

☒yes ☐no If yes, please list type of equipment

Type of Equipment	Quantity
all sound amplifying eqpt typically associated with	TBD
guitars, drums, keyboards + vocals	

27. If musical entertainment is used, please list contact information for sound technicians:
TBD

28. Do you plan to provide other entertainment for this event? ☐yes ☒no

If yes, please describe or attach copy of your planned program:

Notice: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.
*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. 812-349-3410 (required for both amplified and non-amplified entertainment including public announcements, speeches, etc)

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ☐yes ☒no

30. Are you providing a generator as a power source? ☐yes ☐no if necessary

What are the electrical needs for the event?: powering sound eqpt for musicians

31. Are there any special provisions pertaining to your event that have not been addressed on this application: None at this time

EVENT LOGISTICS: Truth Ministries, Inc.

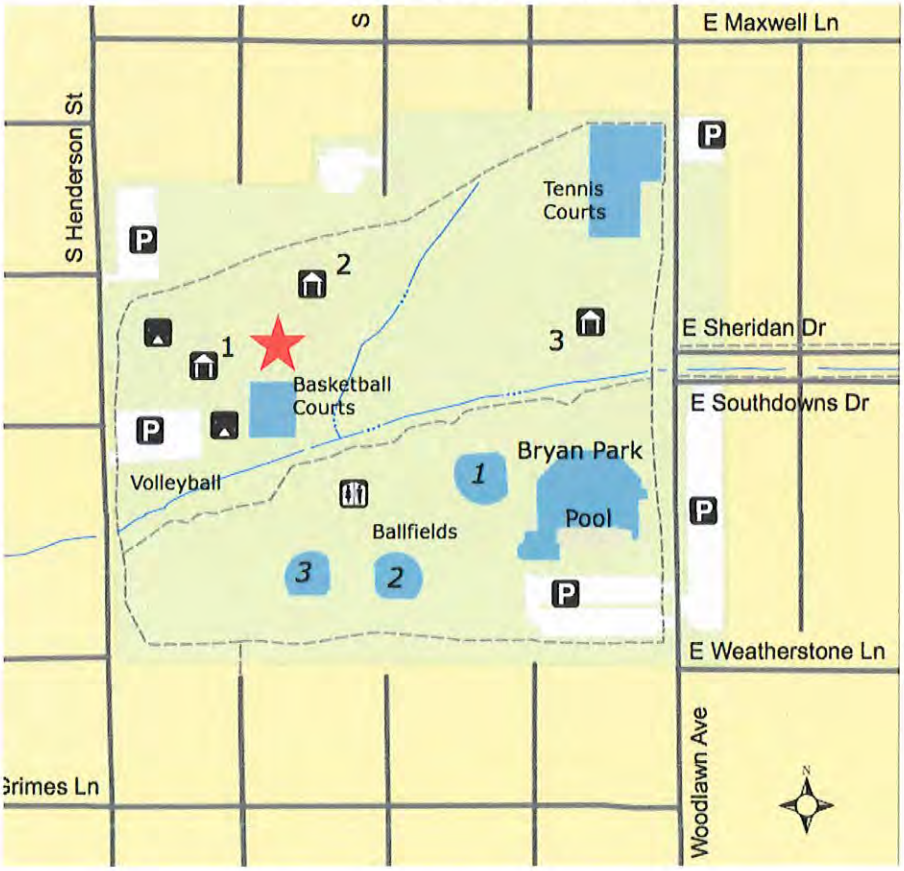
Event description:

Truth Ministries, Inc. is an Indiana nonprofit corporation dedicated to meeting the religious needs of imprisoned persons. Our proposed event, Cry Out in the Park, will serve two purposes. It will: (1) unite the community in awareness of the needs of imprisoned persons by introducing our organization to the community; and (2) connect the religious and nonprofit organizations of the community through music and education. We propose to accomplish these purposes by renting a mobile stage and sponsoring a community gathering just north of the Bryan Park basketball courts.

Event agenda:

- **9 am—2 pm: Set up stage, audio equipment, instruments, flyers, signs and banners**
- **2—2:30 pm: Opening Act plays contemporary Christian music**
- **2:30—3 pm: Local pastor delivers invocation and opening remarks**
- **3—3:45 pm: Main Attraction plays contemporary Christian music**
- **3:45 —4:15 pm: Local pastor delivers encouraging remarks to attendees**
- **4:15 —4:45 pm: Closing Act plays contemporary Christian music**
- **4:45 —5 pm: Truth Ministries President delivers closing remarks**
- **5 —6 pm: Overflow time should any speaker or band need more time**
- **6 —7 pm: Break down stage and clean up trash**

LOCATION: BRYAN PARK



Proposed location of event

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Due with Application
☑Application Fee: $25/non-refundable $ 25.00

To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount due

Fees, Charges and Deposits Schedule:

❑Permit Fee: $100/day	$_____
❑Deposit: $50/day/refundable	$_____
❑Vending: $25-$35/day per vender selling food/merchandise/fundraising	$_____
❑Alcohol Vending Fee: special permission required	$_____
❑3rd St. Stage Fee: $125/day, $100/day for non-profit	$_____
❑3rd St. Stage Deposit: $50/day	$_____
❑Shelter Fee(s):	$_____
❑Mobile Stage: Requires additional application	$_____
❑Set-up Fee: 50% of base event day rent per day This fee will be charged for any set up that is done prior the day of the event.	$_____
❑Tear-down Fee: 50% of base event day rent per day This fee will be charged for any equipment, rental or personal, left on park property. (Incl. Sundays)	$_____
❑Staffing: $18-30/hour Any event requiring BPRD staff to remain on site during the event.	$_____
❑Other charges: Associated with supervision or rental of buildings (i.e. Allison Jukebox Community Center)	$_____
❑Misc. (additional charges as deemed necessary due to size and scope of event and impact on park/facility)	$_____

City of Bloomington Parks and Recreation Department Special Event Application **(PARK USE ONLY)**
Date Received: _____ Fees Charged: _____
Partnership: _____ Parks Event: _____ Permit #: _____

Scheduled for Special Use Meeting Date: _____ Approved: _____

City of Bloomington contact person: _____
Telephone Number: _____ Fax #: _____
E-mail: _____

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2017 Application for Rental of Mobile Stage Equipment

Please return this form (make copy for your records) along with the appropriate payment, at least four weeks prior to your event to:

Greg Jacobs
Community Events
Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402

FAX#: 812-349-3705
Phone#: 812-349-3725

Date of Application: June 19, 2017 Date Equipment Needed: Sep. 3, 2017
(Application must be received at least four weeks prior to request)

Name of Person Responsible for Equipment: Andrew Penman

Address: 2777 E Bressingham Way, Bloomington, IN 47401 Phone: 765-480-0499

Type of Organization (service, social, etc.): Public charity

Purpose of Event: Unite residents of Bloomington; raise awareness of those in need

Anticipated Event Attendance: 400 persons

Location Where Equipment is Needed (state exact location of site, include map if possible) Location must be within city limits. Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once in place.

Bryan Park: just North of basketball courts

Event Activity	**Set-up Time** What time do you want the stage opened?	Event Start Time	Event End Time	**Tear-down Time** What time do you want the stage closed?
Musical concert	9 am	2 pm	6 pm	7 pm

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

A Penman
Signature of Designated Representative

6-19-17
Date

Special Event Equipment Rental Prices

All prices listed are per day

Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)

Mobile Stage	$750/day + $375 deposit*	
w/Theatrical Lights	$1000/day + $500 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(6 platforms, 4'X8'X18")
Self Standing Stairs	$50/day + $25 deposit* **You must transport and set up**	

Category II - For Profit Organizations:

Mobile Stage	$1000/day + $500 deposit*	
w/Theatrical Lights	$1250/day + $625 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(6 platforms, 4'X8'X18")
Self Standing Stairs	$50/day + $25. deposit* **You must transport and set up stage risers and stairs**	

- ***All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**
- **The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.**
- **Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.**
- **No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.**
- **A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.**
- **The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund <u>will not</u> be issued. Refunds <u>will not</u> be issued for advance**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 06 2016

TRUTH MINISTRIES INC
2777 E BRESSINGHAM WAY
BLOOMINGTON, IN 47401-0000

Employer Identification Number:
30-0912543
DLN:
26053495003726
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 30, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

TRUTH-2 OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/30/2017

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

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

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

CONTACT NAME: Allison England, CISR
PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646
E-MAIL ADDRESS: aengland@mayagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atain Specialty Ins Company	17159
INSURER B : West Bend Mutual	15350
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Truth Ministries, Inc.
PO Box 2181
Bloomington, IN 47402

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		CIP277558	05/25/2017	05/25/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	D&O			A270188	05/25/2017	05/25/2018	D&O	1,000,000

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

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

CERTIFICATE HOLDER

CITYBL2

City of Bloomington
401 N. Morton Street
PO Box 100
Bloomington, IN 47402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Allison England

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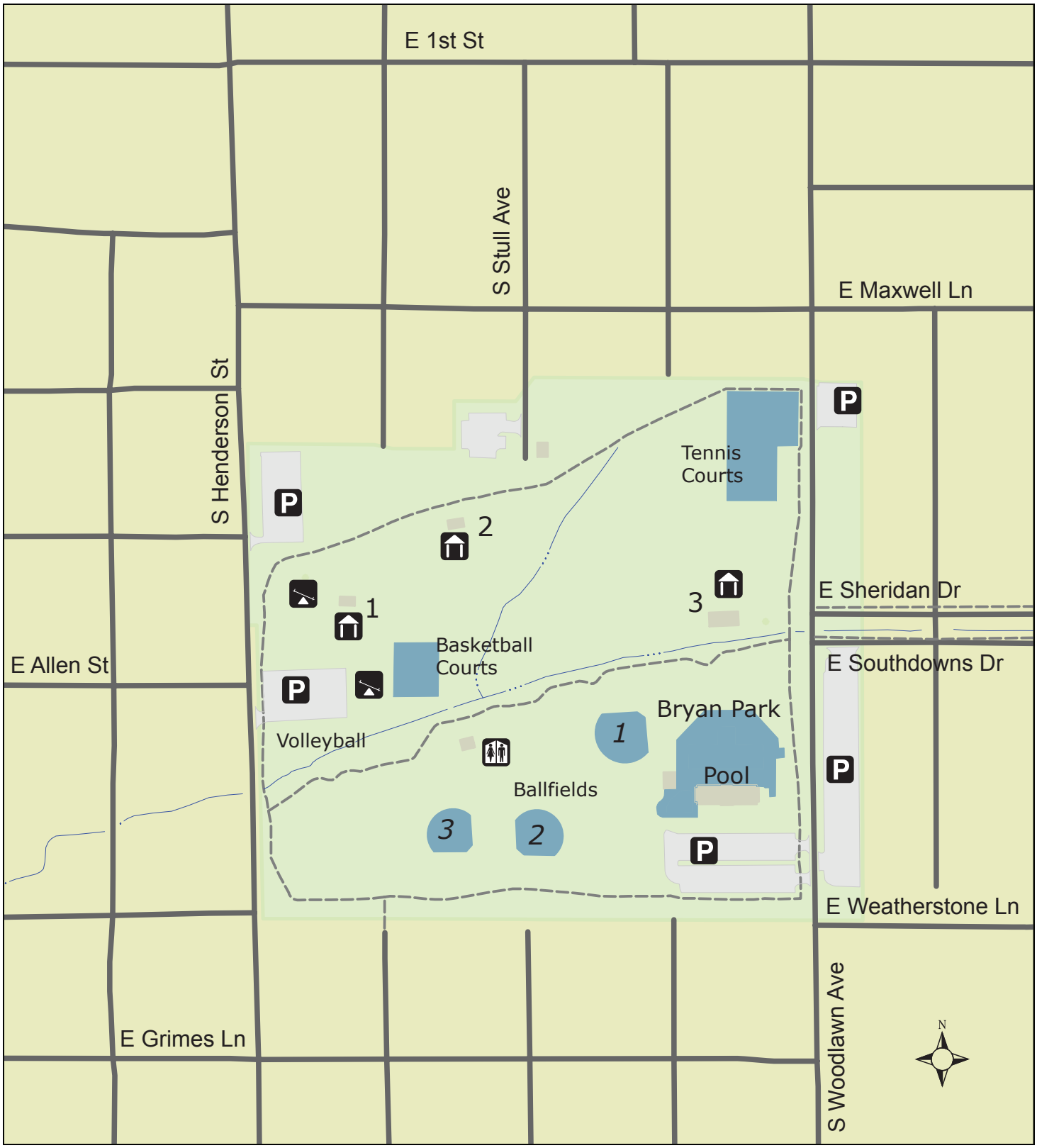
CITY OF BLOOMINGTON
parks and recreation

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

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/18/2017	Payroll				380,081.89
					380,081.89

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 **$ 380,081.89**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

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

Staff Representative: Dan Backler

Petitioner/Representative: Indiana University

Date: August 22, 2017

Report: Indiana University's Mathers Museum is located at 416 North Indiana and encompasses most of the city block from Indiana to Fess and from 8th Street to 9th Street. They have previously requested that Fess be closed between 9th Street and the midblock east/west alley. Also, the southern half of 9th Street, which is one-way west, would be closed from Fess to Indiana. In other words, the closures would be at the northeast corner of the museum property. The original requested closure was from May 8th until August 14th, 2017. The streets in the area are brick streets. Due to delays, the project will need to be extended until September 15th, 2017.

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

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

INDIANA UNIVERSITY
REAL ESTATE DEPARTMENT
Bloomington

August 15, 2017

Via Electronic Delivery

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

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

Dear Board Members:

Indiana University ("IU") is in the process of improving accessibility pursuant to the Americans with Disabilities Act at the Mathers Museum of World Cultures, located at 601 E. 8th Street in Bloomington. IU obtained the approval of the Board of Public Works (the "Board") of the closure of N. Fess Ave. between 8th St. and 9th St. through August 14, 2017. I write to the Board now to request an extension of your approval of this street closure through September 15, 2017. The project's start date was delayed by a month due to unfavorable bids, which is why IU is requesting this extension. The street closure will still be for the same amount of time initially approved by the Board, the start and end dates are simply being moved back by a month. I therefore respectfully request that the Board extends its approval of the closure of N. Fess Ave. between 8th and 9th Streets through September 15, 2017.

Kind regards,

Jason R. Banach
University Director of Real Estate

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

1800 N. Range Road Bloomington, IN 47408 (812) 855-4100 fax (812) 855-1156

INDIANA UNIVERSITY
REAL ESTATE DEPARTMENT
Bloomington

April 20, 2017

Via Electronic Delivery

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

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

Dear Board Members:

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

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

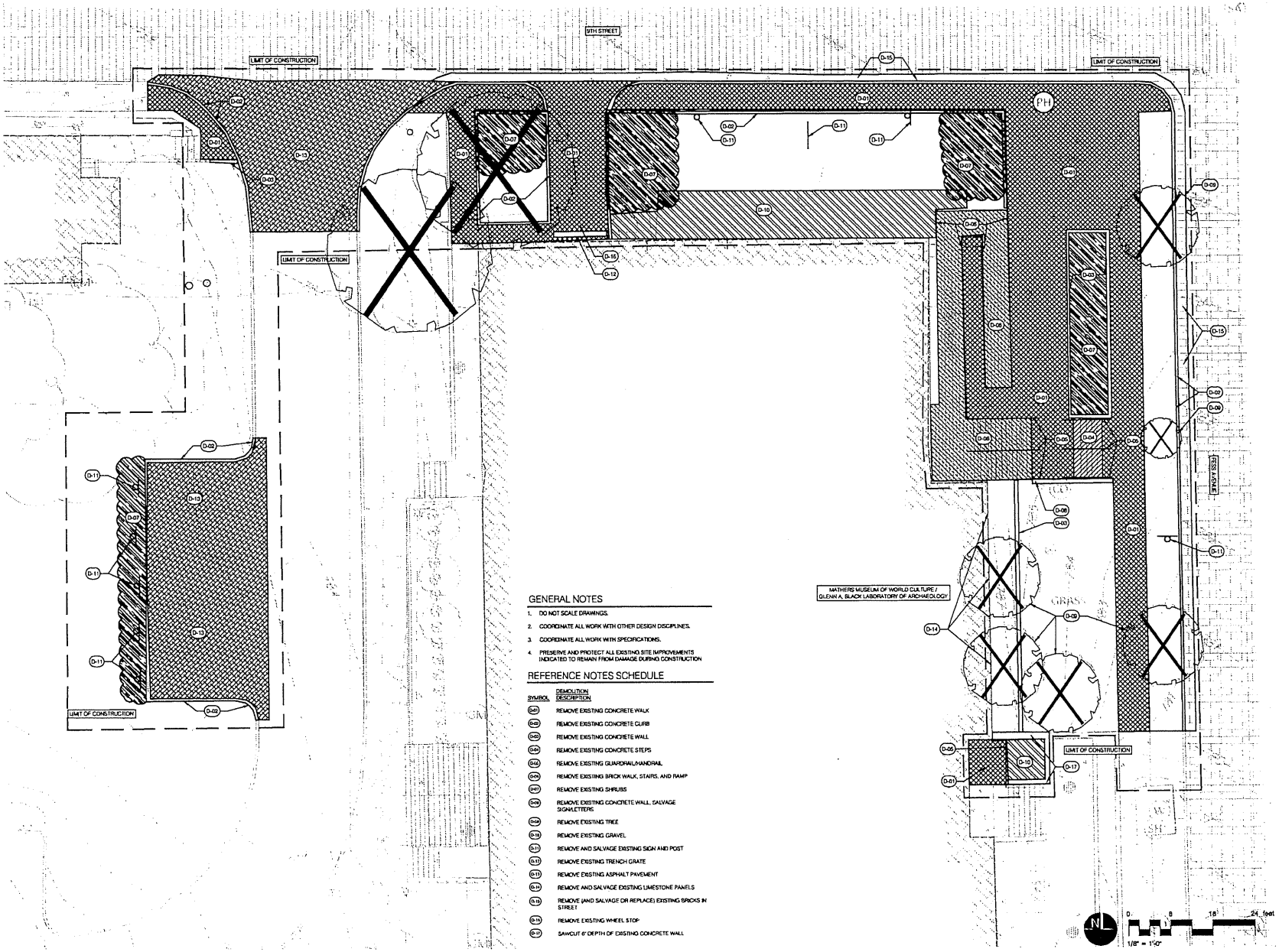
IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions and closure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

Kind regards,

Jason R. Banach
University Director of Real Estate

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

1800 N. Range Road Bloomington, IN 47408 (812) 855-4100 fax (812) 855-1156



GENERAL NOTES

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

REFERENCE NOTES SCHEDULE

SYMBOL	DEMOLITION DESCRIPTION
D-01	REMOVE EXISTING CONCRETE WALK
D-02	REMOVE EXISTING CONCRETE CURB
D-03	REMOVE EXISTING CONCRETE WALL
D-04	REMOVE EXISTING CONCRETE STEPS
D-05	REMOVE EXISTING GUARDRAIL/HANDRAIL
D-06	REMOVE EXISTING BRICK WALK, STAIRS, AND RAMP
D-07	REMOVE EXISTING SHRUBS
D-08	REMOVE EXISTING CONCRETE WALL, SALVAGE SIGNALETTERS
D-09	REMOVE EXISTING TREE
D-10	REMOVE EXISTING GRAVEL
D-11	REMOVE AND SALVAGE EXISTING SIGN AND POST
D-12	REMOVE EXISTING TRENCH GRATE
D-13	REMOVE EXISTING ASPHALT PAVEMENT
D-14	REMOVE AND SALVAGE EXISTING LIMESTONE PANELS
D-15	REMOVE (AND SALVAGE OR REPLACE) EXISTING BRICKS IN STREET
D-16	REMOVE EXISTING WHEEL STOP
D-17	SAWCUT 6" DEPTH OF EXISTING CONCRETE WALL

BROWNING DAY MULLINS DIERDORF

LEADERSHIP + DESIGN®

Browning Day Mullins Dierdorf
Architecture
Landscape Architecture
Planning

526 North Brook Street
Indianapolis, Indiana 46204
Phone: (317) 635-5030
Website: www.bdmd.com

The Trustees of Indiana University
OWNER

1800 N. Range Road
Bloomington, Indiana 47408
Phone: (812) 855-1592
Website: www.indiana.edu

Bledsoe Riggert Cooper James
SURVEYOR / CIVIL

1351 West Tapp Road
Bloomington, Indiana 47403
Phone: (812) 336-6277
Website: www.brcjcivil.com

Vector Consulting
ELECTRICAL ENGINEER

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

Fink Roberts & Petrie, Inc.
STRUCTURAL ENGINEER

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

NOT FOR CONSTRUCTION

CERTIFICATION

100% DESIGN DEVELOPMENT

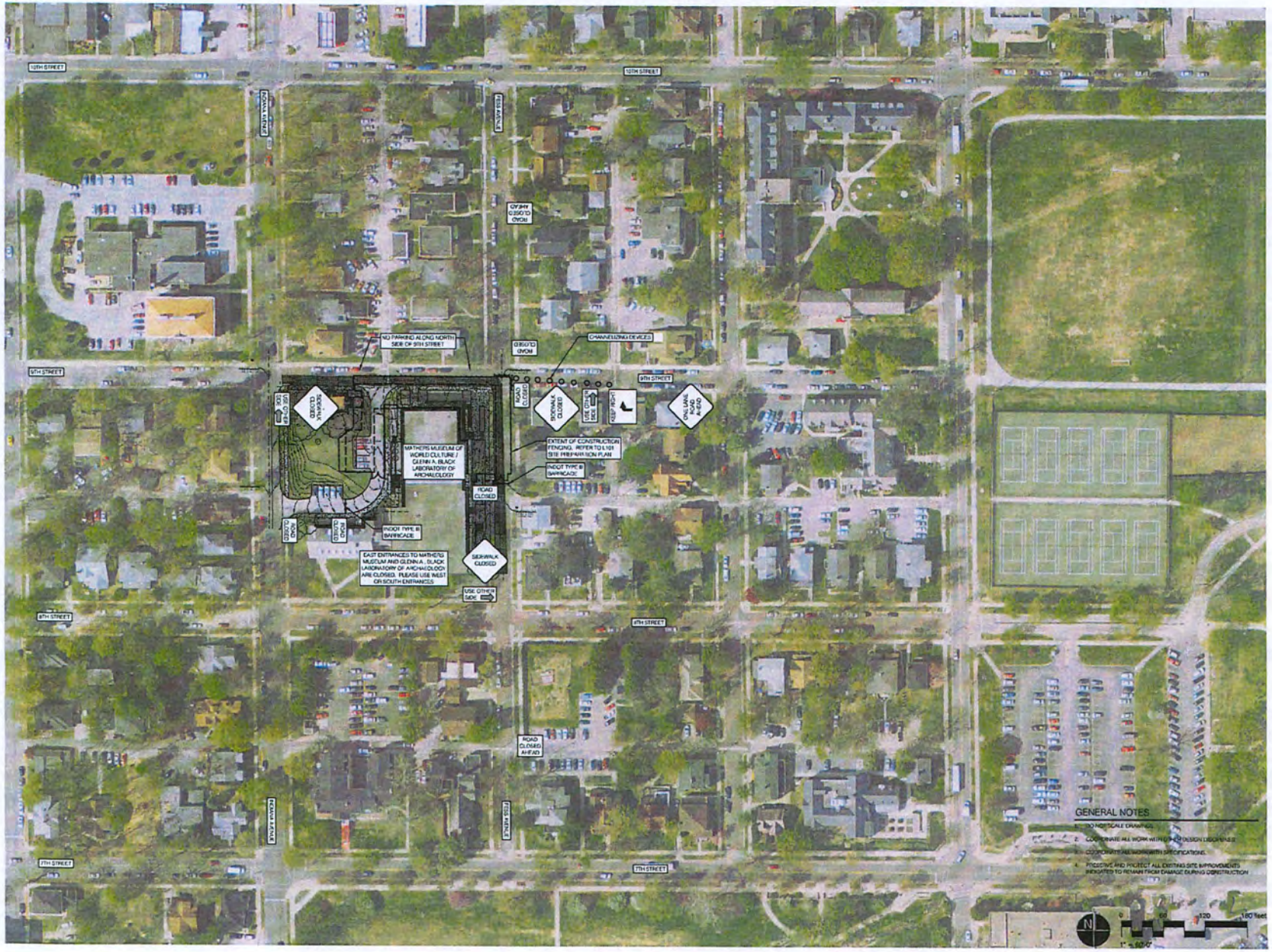
BL011 MATHERS MUSEUM - ENTRY ACCESSIBILITY (WEST/NE) - INDIANA UNIVERSITY BLOOMINGTON
IU PROJECT #: 20164089

Project No.: 18004
Drawn By: BS
Checked By: DB
Scale: See Drawing
Issue Date: March 30, 2017

REVISION SCHEDULE		
Rev. #	Description	Issue Date

SITE DEMOLITION PLAN

L102



GENERAL NOTES

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

BROWNING DAY MULLINS DIERDORF

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Browning Day Mullins Dierdorf
Architecture
Landscape Architecture
Planning
526 North Illinois Street
Indianapolis, Indiana 46204
Phone: (317) 635-9030
Website: www.bdmd.com

The Trustees of Indiana University
OWNER
1900 N. Range Road
Bloomington, Indiana 47408
Phone: (812) 855-1692
Website: www.indiana.edu

Bradtoe Riggert Cooper James
SURVEYOR / CML
1351 West Edgewood Road
Bloomington, Indiana 47403
Phone: (812) 336-6277
Website: www.brcjcivil.com

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1005 N. Senate Avenue
Indianapolis, Indiana 46202
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Website: www.vectorconsulting.com

Fink Roberts & Petrie, Inc.
STRUCTURAL ENGINEER
8449 Priority Way West Drive, Suite 200
Indianapolis, Indiana 46240
Phone: (317) 872-8400
Website: www.frpinc.com

NOT FOR CONSTRUCTION

CERTIFICATION

100% DESIGN DEVELOPMENT

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

Project No.: 16004
Drawn By: DS
Checked By: DB
Scale: See Drawing
Issue Date: March 20, 2017

REVISION SCHEDULE		
Rev. #	Description	Issue Date

MAINTENANCE OF TRAFFIC PLAN

L103

Board of Public Works
Staff Report

Project/Event: Request an agreement for the encroachment of a deck into public right of way 110 N Walnut Street

Staff Representative: Dan Backler

Petitioner/Representative: Frank Perrelle, Restaurant Owner

Date: August 22, 2017

Report: This property is located at 110 N Walnut Street between Kirkwood and 6th Street. The restaurant owner is requesting an agreement with the City for an encroachment into the public right of way for a deck that will facilitate outdoor seating. The encroachment includes a deck, twelve feet, four inches (12'-4") by seven feet, eight inches (7'-8") along the west side of the building. Among the provisions included in this encroachment agreement are provision that this encroachment will carry over to any subsequent owner of the building in its current state but if the building should be demolished the encroachment agreement would be removed. Also included is the provision that if the City determined that the street or sidewalk should be improved and that the encroaching improvements interfere with the work the encroachment would have to be removed at the owner's expense. The deck meets all requirements according to Bloomington Municipal Code.

Recommendation: Staff recommends approval of the encroachment agreement.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017- 78

Encroachment with Deck for Outdoor Seating

WHEREAS, the 1928 Beaux Arts Building, LLC (hereinafter "Owner") owns the real property at 110 N Walnut in Bloomington, which real estate is more particularly described in a deed recorded as Instrument Number 2001004671 in the Office of the Recorder of Monroe County (Hereinafter "Property"); and

WHEREAS, a deck area has been proposed to be built at this location to be utilized as an outdoor dining area and described as follows: A twelve foot, four inch (12'4") by seven foot, eight inch (7'8") raised deck along the west side of the building enclosed by a railing as depicted in Exhibit A, attached hereto; and

WHEREAS, the proposed deck does not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks; and

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 encroachment 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 of 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 encroachments may be made onto the right-of-way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. Owner agrees to maintain described encroachment and to keep it safe and attractive.

4. The Owner acknowledges that the Board may alter the terms and conditions of this Resolution 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.

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 improvement interferes 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. In the event the Owner sells the Property during the term of this authorization, this authorization will continue under the original conditions and be binding on their successor. However, if current owner or the new Owner wishes to change the encroachment in any way, they must first return to the Board of Public Works for permission to do so.

7. Notice shall be given by the City to 1928 Beaux Arts Building, LLC, at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

8. 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 described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

9. 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.

10. By executing this Resolution on behalf of the Owner, Christopher D. Smith, as a Member of 1928 Beaux Arts Building, 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.

11. 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: _____

1928 BEAUX ARTS BUILDING, LLC

By: _____
Christopher D. Smith, Member

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, 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

_____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Christopher D. Smith, Member of 1928 Beaux Arts Building, 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

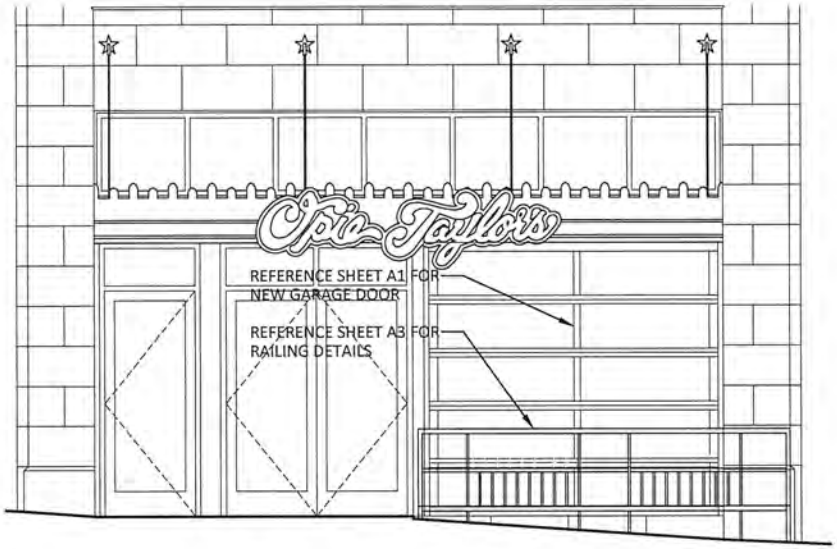
Resident of _____ County

_____
Printed Name

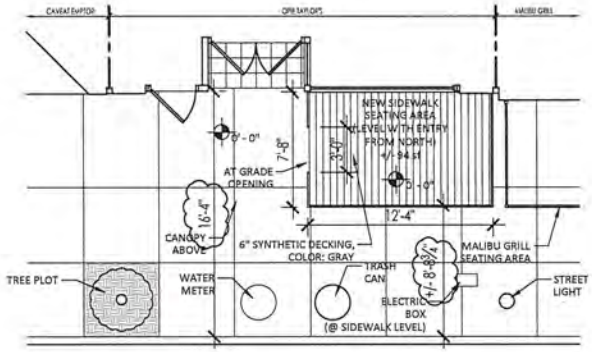
I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn Moore

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

EXHIBIT A



B SIDEWALK SEATING RAILING ELEVATION
SCALE: 1/4" = 1'-0"



A SIDEWALK PLAN
SCALE: 1/8" = 1'-0"

NORTH

springpoint ARCHITECTS
213 SOUTH ROGERS, SUITE 5
BLOOMINGTON, INDIANA 47404
812.339.2930
www.springpointarchitects.com

OPIE TAYLOR'S
110 NORTH WALNUT
BLOOMINGTON, INDIANA

PROJECT NO:	17-23
ISSUE DATE:	7.17.17
REVISION DATE:	8.14.17

DRAWN BY:
CHECKED BY:

SIDEWALK SEATING PLAN

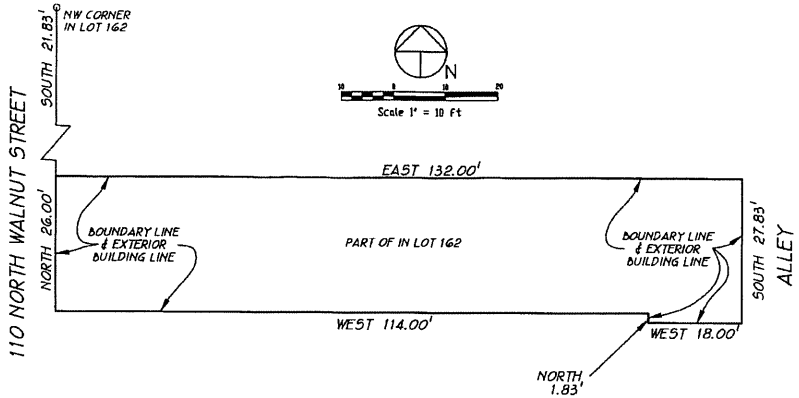
C1

HB 163

BEAUX ARTS BUILDING CONDOMINIUMS HORIZONTAL PROPERTY REGIME

(A SUPPLEMENT FOR BEAUX ARTS BUILDING CONDOMINIUMS DECLARATION PLAN)

Pat Haley
Monroe County Recorder IN
IN 2005013887 BPL
07/18/2005 12:46:54 1 POS
Filing Fee: $10.00



SOURCE: INSTRUMENT NO. 2001004671

WE, CHRISTOPHER SMITH AND ELIZABETH ANN SMITH, MEMBERS OF 1928 BEAUX ARTS BUILDING, LLC, AS OWNERS OF BEAUX ARTS BUILDING CONDOMINIUMS HORIZONTAL PROPERTY REGIME (A SUPPLEMENT FOR FOR BEAUX ARTS BUILDING CONDOMINIUMS DECLARATION PLAN), DO HEREBY AUTHORIZE THIS PLAT IN MONROE COUNTY, INDIANA, TO BE PREPARED AND RECORDED.

WITNESS MY SIGNATURE THIS 19th DAY OF JULY, 2005.

CHRISTOPHER SMITH, MEMBER
1928 BEAUX ARTS BUILDING, LLC

WITNESS MY SIGNATURE THIS 19th DAY OF JULY, 2005.

ELIZABETH ANN SMITH, MEMBER
1928 BEAUX ARTS BUILDING, LLC

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CHRISTOPHER SMITH AND ELIZABETH ANN SMITH, MEMBERS OF 1928 BEAUX ARTS BUILDING, LLC, AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT AND DEED, FOR THE PURPOSES EXPRESSED HEREIN.

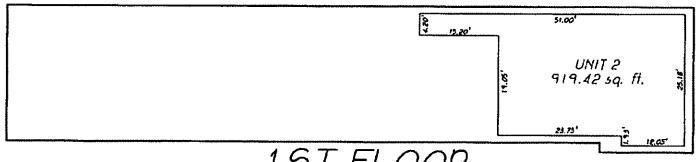
WITNESS MY SIGNATURE THIS 19th DAY OF JULY, 2005.

NOTARY PUBLIC

WANETTA GUNTER
PRINTED NAME NOTARY PUBLIC

I AM A RESIDENT OF Green COUNTY, Indiana
MY COMMISSION EXPIRES: June 18th, 2007

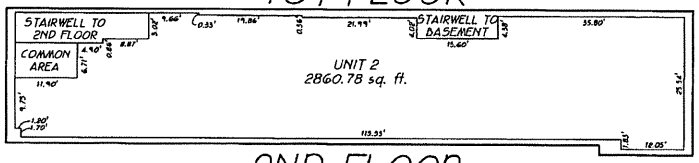
BASEMENT



BASEMENT F.E. = 100.00
BASEMENT CEILING E. = 108.73
STAIRWELL CEILING E. = 118.72

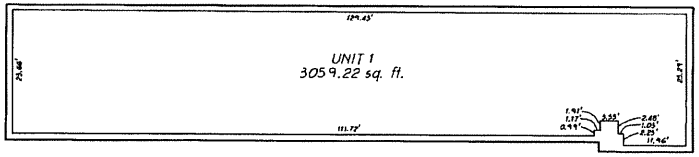
DULY ENTERED FOR TAXATION
JUL 1 9 2005

1ST FLOOR



1ST FLOOR E.= 109.39
1ST FLOOR CEILING E. = 126.12

2ND FLOOR



STAIRWELL FLOOR E.= 109.39
2ND FLOOR E.= 127.29
2ND FLOOR CEILING E. = 138.74(LOW)
2ND FLOOR CEILING E. = 144.04(HIGH)

F.E. = FLOOR ELEVATION
E. = ELEVATION

ENGINEER'S CERTIFICATE

I, JEFFREY S. FANYO, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE WITHIN 'INTERIOR AS-BUILT MEASUREMENTS' DEPICTING UNIT PERIMETER DIMENSIONS FOR BEAUX ARTS BUILDING CONDOMINIUMS HORIZONTAL PROPERTY REGIME, FULLY AND ACCURATELY DEPICTS THE LAYOUT, ELEVATION, UNIT NUMBERS, AND EXTERIOR DIMENSIONS OF THE CONDOMINIUM UNITS, BASED UPON A SURVEY MADE UNDER MY SUPERVISION IN JULY OF 2005. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE WITHIN PLANS ARE AN ACCURATE REPRESENTATION OF THE PORTIONS OF THE CONSTRUCTION PLANS OF THE BUILDINGS AS FILED WITH THE APPROVED MUNICIPAL OR OTHER GOVERNMENTAL SUBDIVISION HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS. FUTHERMORE, THIS PLAT IS A SUPPLEMENT FOR BEAUX ARTS BUILDING CONDOMINIUMS DECLARATION PLAN.

7-19-2005
JEFFREY S. FANYO
P. E. INDIANA REGISTRATION NO. 18283
BYNUM FANYO & ASSOCIATES, INC.
528 N. WALNUT ST.
BLOOMINGTON, IN 47404
PHONE: 812-332-8030

JEFFREY S. FANYO No. 18283 STATE OF INDIANA PROFESSIONAL ENGINEER

JOB. NO. 5105071

2005013888
Amend to Cov
7-19-05
Pat Haley, Rec

BEAUX ARTS BUILDING
CONDOMINIUMS HPR
BLOOMINGTON TOWNSHIP
MONROE COUNTY, INDIANA

DRAWING NO. 5105071
SHEET 1 OF 1

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

133/Tu-dk

Jim Fielder
Monroe County Recorder IN
IN 2001004671 WAR
03/16/2001 15:05:20 2 PGS
Filing Fee: $16.00

Mail tax statements to P.O. Box 209, Bloomington, IN 47402

WARRANTY DEED

THIS INDENTURE WITNESSETH, That **LI-HWA WU**, an adult of Marion County, Indiana and **ARMAN VALAIE**, an adult and **YUN-LI YANG**, an adult, of Monroe County, in the State of Indiana,
CONVEY AND WARRANT TO

1928 BEAUX ARTS BUILDING LLC, an Indiana limited liability company

of Monroe County, in the State of Indiana, for and in consideration of One Dollar ($1.00) and other good and valuable consideration not herein expressed, the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County, in the State of Indiana, to-wit:

A part of In Lot Number 162 in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Commencing at a point 47 feet and 10 inches South of the Northwest corner of said In Lot Number 162, thence running North 26 feet, thence East 132 feet, thence South 27 feet and 10 inches, thence West 18 feet, thence North 22 inches, thence West 114 feet to the place of beginning.

#013-43200-08

Subject to Party wall rights reserved in deed of Mina Rott dated December 19, 1887, recorded January 18, 1888, in Deed Record 19, page 240, in the Office of the Recorder of Monroe County, Indiana.

Subject to the rights of the City of Bloomington and the public in and to that part of the land which may fall in Walnut Street together with public utilities therein.

Subject to the right of way for alley on the East side of the real estate.

Subject to taxes pro-rated to the date of closing.

IN WITNESS WHEREOF, the said **LI-HWA WU, ARMAN VALAIE,** and **YUN-LI YANG** have hereunto set their hands and seals this 16th day of March, 2001.

Li-Hwa Wu by Yun-Li Yang

Li-Hwa Wu by Yun-Li Yang, her Attorney-in-fact by virtue of a Limited Power of Attorney recorded March 16, 2001 as Instrument No. 2001004672 in the Office of the Recorder of Monroe County, Indiana.

Arman Valaie

Arman Valaie

Yun-Li Yang

DULY ENTERED
FOR TAXATION

MAR 16 200

Barbara H. Cheek
Auditor Monroe County, In.

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

On this 14th day of March, 2001, before me, the undersigned, a Notary Public in and for said County, personally appeared YUN-LI YANG, individually and as Attorney-in-fact for LI-HWA WU, and ARMAN VALAIE, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Commission Expires: 01-20-07
County of Residence: Monroe

Stephanie White Maloney
Notary Public Stephanie White Maloney

File No 244-01

Prepared under the direction of Marilyn A. Hartman, Attorney

Board of Public Works
Staff Report

Project/Event: Sare Rd Multiuse Path and Intersection Improvements INDOT/LPA Project Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 08/22/2017

Report: This project will construct intersection improvements at the Sare Road-Moores Pike intersection and a multiuse path on the west side of Sare Road from approximately Cathcart Street to Buttonwood Lane. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for design ($166,491 in reimbursable federal funds), construction ($1,160,000 in federal funds), and construction engineering ($174,000 in reimbursable federal funds). Design will start in 2017 and construction is expected in 2020.

This is a standard INDOT/LPA contract that is required for INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Sare Rd Multiuse Path and Intersection Improvements INDOT/LPA Project Coordination Contract.

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

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	**Current Item**	**8/22/2017**
Design Services Contract	Future	2017
ROW Services Contract	Future	2017
Public Need Resolution	Future	2018
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

* Construction contracts for federally funded projects are approved and managed by INDOT.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS #: A249-18-L170092
Des. No.: 1700736
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Bloomington**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

C. Notices to the LPA shall be sent to:

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS**. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE**.

A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2019 and June 30, 2020**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2020 and June 30, 2022,** INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

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

B. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. **Certification for Federal-Aid Contracts Lobbying Activities**. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

E. **Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.

5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

   (1) The LPA and any officials of the LPA certify that:
      (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC §24-5-12 [Telephone Solicitations]; or
         (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

   (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

      (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. <u>Debarment and Suspension.</u>

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.

2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

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

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

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

J. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

K. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees , individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

N. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

   Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

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

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

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

   b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

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

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

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

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

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

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

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

T. **Status of Claims**. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

LPA: **City of Bloomington**

Kyla Cox Deckard, Pres., Board of Public Works
Print or type name and title

Signature and date

Terri Porter, Director, Planning & Transportation Dept.
Print or type name and title

Signature and date

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

Signature and date

LPA DUNS # _____

Attest

~~Auditor or~~ Clerk ~~Treasurer~~

This instrument prepared by:
Ellen Hite
August 11, 2017

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

(FOR)
Joseph McGuinness, Commissioner

Date: _____

Department of Administration

Jessica Robertson, Commissioner

Date: _____

State Budget Agency

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 8.16.17

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1700736**

Program: **Group II**

Type of Project: **Bike/Pedestrian Facilities**

Location: **Sare Rd**

A general scope/description of the Project is as follows:

A project for bike/pedestrian facilities for the multi-use path construction on Sare Road, from Moores Pike to Buttonwood Lane, with intersection improvements at the Sare Road/Moores Pike traffic signal as well as other intersections along the route, as needed to facilitate street crossings for pedestrians and bicyclists, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See http://www.in.gov/indot/2523.htm). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See http://www.in.gov/indot/2493.htm).

2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.

3. REQUIREMENTS FOR ADDITIONAL CONTRACTS

   A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:

      1. use the "LPA-CONSULTANT Agreement", which is found at http://www.in.gov/indot/2833.htm and is incorporated by reference; or

      2. use a form of agreement that has been reviewed and approved by INDOT.

4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.

6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.

8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.

9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.

11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.

    A. If project inspection will be provided by full-time LPA employees:
    The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

    or

    B. If project inspection will be provided by the LPA's consultant:
    INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See http://www.in.gov/indot/2389.htm). The LPA shall execute written use and occupancy contracts as defined in this Policy.

14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

    a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.

    b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:

        1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.

        2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.

        3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

    c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:

        1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.

        2. INDOT may elect to pay its obligations under the provisions of the construction contract.

        3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.

d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.

3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.

5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.

6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.

7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.

8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.

9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.

10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.

11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **August 7, 2017**, the maximum amount according to the TIP dated **July 12, 2017** is **$ 1,500,491.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is $ _____.

C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Costs will be eligible for FHWA participation provided that the costs:

(1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

(2) Are verifiable from INDOT's or the LPA's records;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;

(4) Are included in the approved budget, or amendment thereto; and

(5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.

2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.

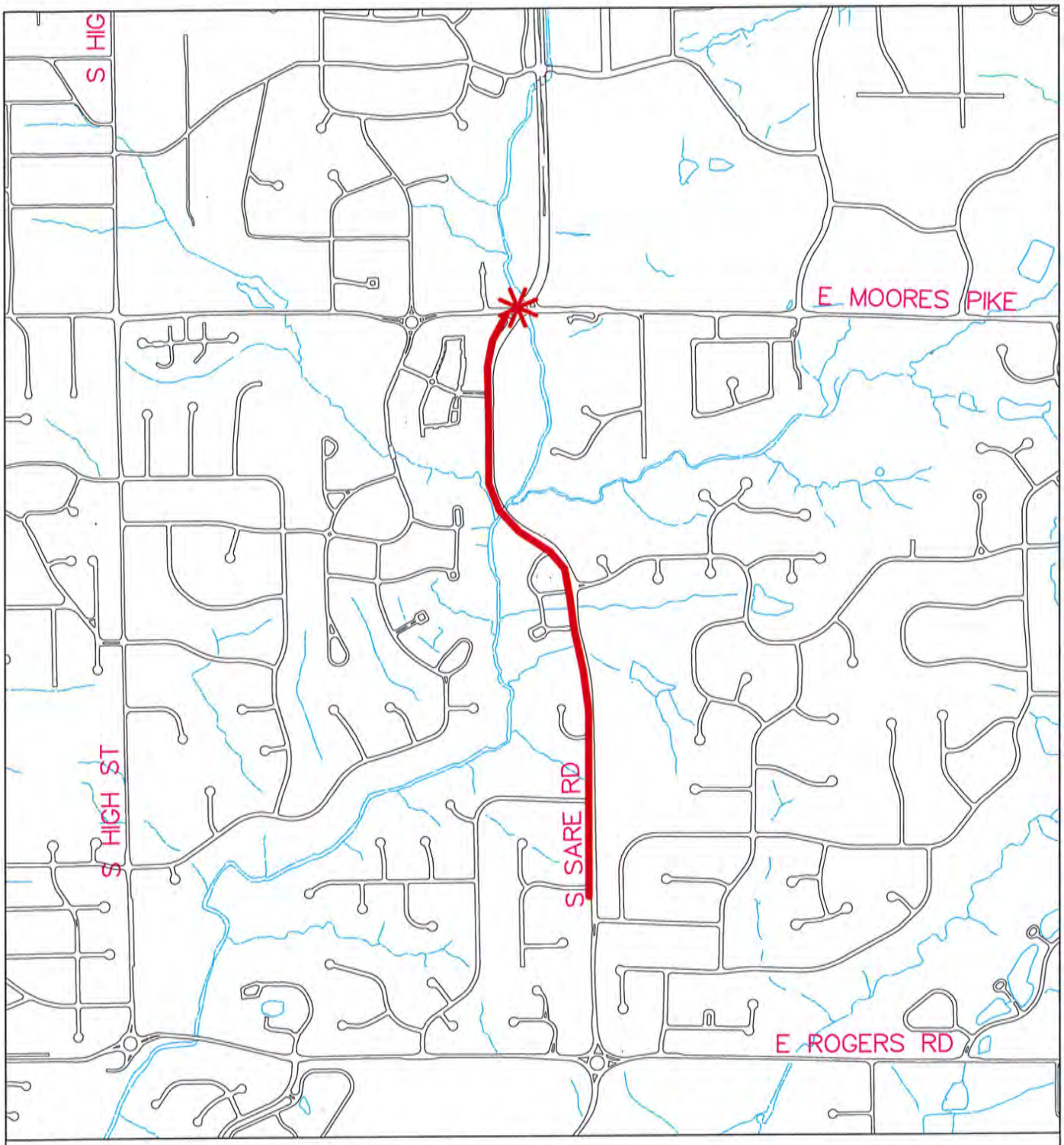
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



Sare Road Multiuse Path and Intersection Improvements Project

City of Bloomington
Planning & Transportation

By: koppern
28 Dec 16

1000 0 1000 2000 3000

N

Scale: 1" = 1000'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: School Zone Enhancements INDOT/LPA Project Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 08/22/2017

Report: This project will install or improve school zones and school-related pedestrian crossings throughout the City. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for construction ($410,000 in federal funds) and construction engineering ($60,684 in reimbursable federal funds). Design will start in 2017 and construction is expected in 2020.

This is a standard INDOT/LPA contract that is required for INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the School Zone Enhancements INDOT/LPA Project Coordination Contract.

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

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	**Current Item**	**8/22/2017**
Design Services Contract	Future	2017
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

* Construction contracts for federally funded projects are approved and managed by INDOT.

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY PROJECT COORDINATION CONTRACT

EDS #: A249-18-L170093
Des. No.: 1700974
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Bloomington**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

C. Notices to the LPA shall be sent to:

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2019 and June 30, 2020**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2020 and June 30, 2022,** INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

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

B. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. Audits. The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. **Certification for Federal-Aid Contracts Lobbying Activities**. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

E. **Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.

5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

   (1) The LPA and any officials of the LPA certify that:
      (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
         (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
         (ii) IC §24-5-12 [Telephone Solicitations]; or
         (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
      (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

   (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

      (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

      (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. <u>Debarment and Suspension.</u>

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.

2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

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

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

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

J. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

K. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees , individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

N. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

   Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

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

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

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

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

   b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

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

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

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

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

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

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

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

T. **Status of Claims**. The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

LPA: City of Bloomington

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

Signature and date

Terri Porter, Director, Planning + Trans. Dept.
Print or type name and title

Signature and date

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

Signature and date

LPA DUNS # _____

Attest

~~Auditor or~~ Clerk ~~Treasurer~~

This instrument prepared by:
Ellen Hite
August 11, 2017

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Steven Duncan, Director
Contract Administration Division

Date: _____

Executed by:

(FOR)
Joseph McGuinness, Commissioner

Date: _____

Department of Administration

Jessica Robertson, Commissioner

Date: _____

State Budget Agency

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 8.16.17

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1700974**

Program: **Group II Safety**

Type of Project: **Bike/Pedestrian Facilities**

Location: **Approximately 25 School Zones**

A general scope/description of the Project is as follows:

A project for bike/pedestrian facilities for systematic safety improvements expected to include approximately 25 school zones, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See http://www.in.gov/indot/2523.htm). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See http://www.in.gov/indot/2493.htm).

2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.

3. REQUIREMENTS FOR ADDITIONAL CONTRACTS

   A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:

      1. use the "LPA-CONSULTANT Agreement", which is found at http://www.in.gov/indot/2833.htm and is incorporated by reference; or

      2. use a form of agreement that has been reviewed and approved by INDOT.

4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.

6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.

8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.

9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.

11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.

    A. If project inspection will be provided by full-time LPA employees:
    The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

    or

    B. If project inspection will be provided by the LPA's consultant:
    INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See http://www.in.gov/indot/2389.htm). The LPA shall execute written use and occupancy contracts as defined in this Policy.

14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

    a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.

    b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:

        1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.

        2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.

        3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

    c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:

        1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.

        2. INDOT may elect to pay its obligations under the provisions of the construction contract.

        3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.

d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.

3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.

5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.

6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.

7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.

8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.

9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.

10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.

11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. If the Program shown on Attachment A is receiving **Group II Safety** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **90%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **August 7, 2017**, the maximum amount according to the TIP dated **July 26, 2017** is **$ 470,684.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is $ _____.

C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Costs will be eligible for FHWA participation provided that the costs:

(1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

(2) Are verifiable from INDOT's or the LPA's records;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;

(4) Are included in the approved budget, or amendment thereto; and

(5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.

2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.

3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

RESOLUTION 2017-79
CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

WHEREAS, in accordance with the provisions of Indiana Code 5-22-10-1 *et seq.*, the City of Bloomington Board of Public Works, as authorized Purchasing Agency for the City of Bloomington, may make a determination that conditions are such that a Special Purchase should be made if any of the conditions listed in that Chapter are present; and,

WHEREAS, I.C. § 5-22-10-8 states that a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the using agency's reasonable requirements; and,

WHEREAS, the City of Bloomington Board of Public Works has been advised by the City of Bloomington Director of Public Works, by his statement attached hereto, that this condition exists and supports the adoption of a determination that a special purchase of a station mounted filtration system for each of the City's five (5) fire stations, which purchase also includes installation of the system and a three (3) year service contract for maintenance and filter replacement, from Air Technology Solutions of Delaware LLC be authorized;

BE IT RESOLVED, that the City of Bloomington Board of Public Works hereby finds that a special purchase is appropriate under the circumstances described in the statement from the City of Bloomington Director of the Department of Public Work and adopts that statement as its determination. It further authorizes the appropriate City officials to proceed with the acquisition of the equipment and services referenced above in the most expeditious manner available.

ALL OF WHICH IS RESOLVED this _____ day of _____, 2017.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman

_____
Dana Palazzo

SPECIAL PURCHASE DETERMINATION
City of Bloomington, Indiana

Pursuant to the authority of Indiana Code Section 5-22-10-1 *et. seq.*, Adam Wason, Director of the City of Bloomington's Department of Public Works, does hereby make the determination that a Special Purchase is appropriate for the acquisition of a station mounted filtration system for each of the City's fire stations.

In this situation the following provision of the Indiana Code authorizes use of the special purchase procedure:

I.C. § 5-22-10-8: A purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase and only one source meets the reasonable requirements of the of the agency.

Five (5) fire stations serve the City of Bloomington. Each of the fire stations needs an efficient filtration system capable of removing vehicle exhaust fumes, airborne contaminants and gas pollutants from the work bays, living spaces, and sleeping quarters of the stations. Various types of systems exist including hose type capture, vehicle mounted, and station mounted filtration systems. The Fire Chief has requested station mounted systems for the stations due to their lower cost initially as well as low maintenance costs. These systems function without human interaction, remove contaminants rather than displacing them, and provide an energy efficient option. While several vendors have industrial filtration systems, Air Technology Solutions of Delaware LLC ("Air Technology") is the only company that has a long history of installations in fire stations. Air Technology would also provide a three (3) year contract for maintenance service and filter replacement. This filtration system should automatically activate in the presence of toxins and require little to no human interaction. This system can remove toxins and prevent them from entering the stations' living spaces, including the sleeping quarters. This type of system should provide Fire Department employees with a safe workplace environment.

Pursuant to Indiana Code 5-22-10-1 *et. seq.*, as referenced above, purchase and installation of a station mounted filtration system for each of the City's five (5) fire stations from Air Technology was authorized by the undersigned as a Special Purchase.

Dated this 18th day of August, 2017

Adam Wason
Director, Department of Public Works
City of Bloomington, Indiana

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS

AND

AIR TECHNOLOGY SOLUTIONS OF DELAWARE, LLC

FOR

AIR FILTRATION SYSTEM INSTALLATION AND MAINTENANCE

FOR CITY OF BLOOMINGTON FIRE STATIONS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter CITY), and Air Technology Systems of Delaware, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Sale, installation, and Service of AirMATION air filtration units and activation systems ,** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is willing and able to provide such services to the City; and

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

.2.01. CONTRACTOR shall complete all work required under this Agreement within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

.2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. CONTRACTOR agrees the CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

.2.03. CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Forty-Nine Thousand Nine Hundred Dollars ($ 149,900.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 **Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All plans as provided for the work that is to be completed.
4. The Supplementary and/or General Conditions.
5. The Specifications.
6. CONTRACTOR'S submittals.
7. The Performance and Payment Bonds.
8. The Escrow Agreement.
9. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05. Insurance

5.05.01

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

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	

E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

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

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

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

TO CITY: TO CONTRACTOR:

City of Bloomington		Air Technology Systems
Attn: J. D. Boruff, Operations and Facilities Director		Attn: Daniel Orto, Owner/CEO
P.O. Box 100		5299 Zenith Parkway
Bloomington, Indiana 47402		Loves Park, Illinois 61111

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

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within thirty (30) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the thirty (30) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

> "Products cast from ferrous and nonferrous metals by foundries in the United States."

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

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

5.19. <u>No Collusion</u>: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent 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. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

Air Technology Solutions of Delaware LLC

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 8.17.17

ATTACHMENT 'A'

Scope of Work
Air Filtration System for City of Bloomington Fire Stations Provided by Air Technology Solutions of Delaware LLC

1. Scope and Intent

1.1 Scope: The AirMATION air filtration units and activation systems shall work together to control, capture, and/or reduce the vehicle exhaust produced by apparatus, in addition to contaminants generated from other sources. There are multiple sources of apparatus bay contamination consisting of airborne engine vapors, apparatus leaking seals, diesel and gas exhaust, soot, gases, carbon monoxide, nitrous dioxide, turn-out gear out gassing, power saw or other on board emergency gasoline or diesel powered equipment. The system must be capable of removing intermittent exhaust migration due to apparatus or other internal combustion equipment being run on the facility tarmac or apron.

1.2 Intent: The Vehicle Exhaust Capture system is a totally "hands-free," automatic activated system containing a manual override system to allow emergency personnel to respond to the emergency at hand. The system automatically activates: when bay doors open and close, when apparatus egress and ingress the station, and through additional options as stated within these specifications. The vehicle exhaust capture filtration system must operate for a minimum of twenty-one (21) minutes at a time to complete station air cleaning. The system must have the capability to increase this time to a maximum of ninety (90) minutes or decrease preset time on an initial activation. A reset button capability must be built in to the TSCMM timer.

The Timer Control Maintenance Monitor (TSCMM) is designed to start and stop the vehicle exhaust capture air filtration units to avoid power surges. For both the TSCMM and the filtration units, all components are ETL, UL 507 and CSA C22.2 approved and meet the requirements NFPA, OSHA, EPA and GSA Standards.

The timer control box will be 100% low voltage (24V max.) to eliminate shock hazards to personnel with no high voltage incorporated in the controls.

2. Equipment, Safety, and Equipment Features

2.1 Equipment: The filtration system shall be delivered and installed as a turnkey project with no requirement for station personnel involvement. The exhaust capture equipment will be a self-contained three stage progressive filtration design system. Please see Manual for more information.

2.2 Safety: Station personnel safety being a top priority, the air filtration system will include the following safety features:

- All components are ETL, UL 507 and CSA approved.
- Filtration units will have an integral overload breaker switch to work in tandem with the existing electrical panel breakers
- Filtration unit blower and wiring to be contained in a single blower box compartment, inaccessible to personnel
- All TSCMM control wiring shall be 100% low voltage (24VAC max) to eliminate electrical hazard.

2.3 Features:

- Ceiling suspended design evenly distributing unit weight.
- Provide 115V or 230V to power the filtration units. ATS to use existing power from existing Hose system.
- Utilize a Vertical pull-through design for optimum exhaust elimination.
- Rear Green or Amber LED filter change indicator to be visible from the floor level.
- Rear visible breaker switch light showing system is in operation.

- Capable of 24/7 operation.
- Accommodate any size vehicle or vehicle arrangement.
- Accommodate any ceiling height and ceiling construction.
- Multi-stage filtration system.

2.4 Activation: All supplied air filtration units will work in tandem with and include an automatic, hands free, low voltage (24V) activation system featuring:

- Operation engineered through a wall mounted TSCMM.
- **No scheduled maintenance will be required over the entire life of the activation system. Excluding filters.**
- TSCMM to be approved to ETL UL507 (US & CANADA) and CSA C22.2 (Canada)
- TSCMM enclosure to be NEMA UL508 Type 3R, 4, 12, and 13.
- TSCMM to contain a 90 minute timer adjustable to operate in 3 minute increments from 21-90 minutes.
- 24/7 operation.
- A photoelectric-eye to span up to 200 contiguous feet of bay doors and be able to operate at least seven feet (7') off the floor. Doors not in-line with other doors or having obstructions with over four feet (4') of wall or barrier protrusions eliminating a clear line of site will require a separate photoelectric-eye beam. Door brackets will back up this system in case of failure.
- Each bay door shall have a plastic or metal bracket installed one per door below the eye beam to break the beam as the door goes up or down, thereby triggering the activation system to start/stop

3. Delivery and Installation

3.1 Delivery: All system components and auxiliary tools will be delivered in a timely fashion to meet or exceed the delivery and installation requirements. **Delivery date is within five (5) weeks from which Notice to Proceed is provided to Contractor. Installation will be complete within 90 days from date Contractor is given Notice to Proceed.**

3.2 Installation: Installation will be performed by qualified installers with experience of a minimum of ten like department installations of same type of equipment. Use of local mechanical and electrical contractors may be used along with certified ATS installers. Any service work needed will be completed by the same contractors used for the installation process. This installation is a turnkey process. **Air Technology Solutions is responsible for all aspects of installation, both mechanical and electrical. ATS is also responsible for providing all equipment and hardware necessary for installation and operation of air filtration equipment.**

4. Delivery and Installation Schedule

4.1 Delivery: Within 5 weeks from receiving purchase order all filtration units/supplies will have been shipped to each location

4.2 Changes in Delivery Schedule: Notification of Changes in delivery schedule will be sent to the City. Reasonable changes in schedule, such as an equipment or material backorder, will require approval of the City.

4.3 Individual Locations: Installations will take no more than 5 days per location once ATS staff arrives on site. This will include installation of Low Voltage Timer controls (TSCMM), electric eyes, and filtration units.

4.4 Final Inspection and Training: Once installation is complete at any location, ATS staff will perform a final inspection of equipment and provide training for Station Captains and other personnel to be determined by the City. This inspection and training shall take approximately ½ day per station.

5. Scheduled Maintenance and Filter Changes

5.1 Inspection and filter replacement schedule: Installations of filters are scheduled Two trips per year for Three Years. Approximate dates for Inspections and filter changes will be determined at time of installation.

5.2 Filters and parts to be installed during inspection and filter change: The following are the filters and parts to be used (with the frequency of replacement):

Unit Part number AMB-302GM:
1st Stage filter
Part number AMPF004-AT
Pre-filters changed every 6 months for 36 Months. Two Trips per year.

Unit Part number MCDUV-002:
1st Stage Filter
Part number MCDPF002-AT
Pre-filter changed every 6 months for 36 Months. Two Trips per year.

2nd Stage Filter
Part Number: MCDHF99-AT
Hepa Filter to be changed the Second year of the contract date.

3rd Stage Filter
Part Number: MCDCF002-AT
Carbon filters to be changed the Second year of the contract date.

Part Number MCDUV018-AT
UV Bulbs to be changed every year for Three Years or as needed.

6. Contact Information

6.1 The contact information for ATS is as follows:

Administrative Contact:
Daniel Orto
800-743-3323
Cell: 815-742-6786
dorto@pureair.com

Project Supervisor:
Bill Hebel
800-743-3323
air@pureair.com

Installation and Inspection:
David Alan
815-289-8055
a1qcc@yahoo.com

ATTACHMENT 'B'

"AFFIDAVIT"

STATE OF _____)

)SS:

COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

_____

Signature

_____

Printed Name

STATE OF _____)

)SS:

COUNTY OF _____)

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

_____

Notary Public's Signature

_____

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'C'

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.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017.

My Commission Expires:

_____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

ESCROW AGREEMENT

AIR FILTRATION SYSTEM INSTALLATION AND MAINTENANCE FOR CITY OF BLOOMINGTON FIRE STATIONS

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and Air Technology Solutions of Delaware LLC, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of $100,000 or more, dated the _____ day of _____, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

   A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

   B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:
City of Bloomington
Board of Public Works
By:

_____
Kyla Cox Deckard, President

ESCROW AGENT:
First Financial Bank
By:

_____
Name:_____
Title:_____

CONTRACTOR:
Air Technology Solutions of Delaware LLC
By:

_____
Name:_____
Title:_____
Tax I.D. Number:_____

CITY OF BLOOMINGTON

Board of Public Works
Staff Report

Project/Event: Window Cleaning
Petitioner/Representative: Public Works
Staff Representative: Ryan Daily
Meeting Date:

Scope of Work:
Clean all windows interior and exterior of the Morton, Walnut, and 4th Street Garages

---

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

Fish Window Cleaning	$5,940
A1 Window	- Did not appear for bid meeting -

Staff recommends using Fish Window Cleaning because contractor arrived at pre-bid meeting and produced bid in a timely fashion.

Recommend _x_Approval __Denial by: Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

FISH WINDOW CLEANING

FOR

WINDOW CLEANING AT MORTON, 4TH STREET AND 7TH & WALNUT PARKING GARAGES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and ___Fish Window Cleaning____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Window Cleaning of the City of Bloomington Parking Garages**,** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within thirty (30) days from the date of the notice to proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. CONTRACTOR agrees the CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR.

It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed __Five Thousand Nine Hundred Forty Dollars ($5,940.00)__ CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 **Abandonment, Default and Termination**

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. The earned value of the work performed shall be based upon an estimate of the proportion between the

work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

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

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

Unsuitable performance of the work as determined by PARKING GARAGE MANAGER or his representative.

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. The Request for Quotes.
4. All plans as provided for the work that is to be completed.
5. CONTRACTOR'S submittals.
6. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City

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

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

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		
Attn: Ryan Daily, Parking Garage Manager		
P.O. Box 100 Suite 120		
Bloomington, Indiana 47402		

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect

any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

> "Products cast from ferrous and nonferrous metals by foundries in the United States."

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

5.19. <u>No Collusion</u>: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent 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. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated herein by reference as though fully set forth.

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

DATE: _____

City of Bloomington Bloomington Board of Public Works	Fish Window Cleaning
BY:	BY:
_____ Kyla Cox Deckard, President	_____ Contractor Representative
_____ Kelly M. Boatman, Member	_____ Printed Name
_____ Dana Palazzo, Member	_____ Title of Contractor Representative
_____ John Hamilton, Mayor of Bloomington	

ATTACHMENT 'A'

"SCOPE OF WORK"

WINDOW CLEANING AT MORTON, 4TH STREET AND 7TH & WALNUT PARKING GARAGES

This project shall include, but is not limited to:

CONTRACTOR shall:

(1) furnish all materials, labor, and supplies to complete the following: Clean all windows and windowsills in the stairwells, interior and exterior, at the Morton St. Garage, 7th & Walnut St. Garage, and 4th Street Garage;

(2) apply for and receive all necessary permits to complete the work;

(3) block off sidewalk and metered parking areas within fifty (50) feet of work area, as needed, and in accordance with any issued permit;

(4) assure work area is clean of any debris each day after work is completed; and

(5) accompany Parking Garage Manager on a walkthrough of the area to assure all details of the scope of work are complete.

ATTACHMENT 'B'

"AFFIDAVIT"

STATE OF _____)

)SS:

COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

_____

Signature

_____

Printed Name

STATE OF _____)

)SS:

COUNTY OF _____)

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

_____

Notary Public's Signature

_____

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'C'

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2017.

My Commission Expires:

_____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

June 16, 2017

Ryan,

Thank you for the opportunity to bid the window cleaning of the City of Bloomington Parking Garages. Please find our bid below:

DESCRIPTION	PRICE
Morton Garage Clean all interior and exterior glass surrounding the SE & NW staircases	**$2410.00**
Lift Rental 120' Str Manlift W/Jib – 1 Day Rental* *If unforeseen issues allow for more than 1-day rental, must be approved by Ryan Daily prior to proceeding	**1900.00**
Miscellaneous parking, sidewalk permit, etc. charges	**100.00**
Total Morton Garage	**$4410.00**

DESCRIPTION	PRICE
4th Street Garage Clean all interior and exterior glass surrounding the SE & NW staircases	**$390.00**
Lift Rental 55' Towable Boom Lift – Half Day	**150.00**
Miscellaneous parking, sidewalk permit, etc. charges	**40.00**
Total 4th Street Garage	**$580.00**

DESCRIPTION	PRICE
7th & Walnut Garage Clean all interior and exterior glass surrounding the SE & NW staircases	**$740.00**
Lift Rental 55' Towable Boom Lift – Half Day	**150.00**
Miscellaneous parking, sidewalk permit, etc. charges	**40.00**
Total 7th & Walnut Garage	**$950.00**

Board of Public Works
Staff Report

Project/Event: Contract for City of Bloomington and Jane St. John, LLC

Petitioner/Representative: ESD

Staff Representative: Alex Crowley

Meeting Date: August 22, 2017

This is an agreement between the City of Bloomington, Economic and Sustainable Development Department and Jane St. John, LLC for certain strategic initiatives defined in the agreement. The City finds Jane St. John, LLC qualified, experienced and capable.

Jane St. John LCC shall support the City in its evaluation and development of three key priority projects: 1) a short-term and long-term high quality Pre-K strategy; 2) optimization of access to locally grown and manufactured food, including the possibility of a food hub; 3) a bike share program. In addition, the Consultant will support the City's implementation of sustainability projects as required by the departure of the City's sustainability coordinator.

Jane St. John LCC shall be required to work substantially from the offices of the Economic & Sustainable Development Department for completion of the work assigned. Temporary access to the Department's relevant documentation and City information technology access will be provided during the term of the agreement.

Staff recommends approval of the request.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

JANE ST. JOHN, LLC

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington (hereinafter referred to as "City"), and Jane St. John, LLC (hereinafter referred to as "Consultant"), WITNESSETH THAT:

WHEREAS, the City desires to advance certain strategic initiatives as defined in Exhibit A, and other projects as mutually agreed upon by City and Consultant; and

WHEREAS, Consultant is qualified, experienced, and capable of providing the City with the services as defined in Exhibit A;

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

Article 1. Scope of Services:

Consultant shall support the City in its evaluation and development of three key priority projects: 1) a short-term and long-term high quality Pre-K strategy; 2) optimization of access to locally grown and manufactured food, including the possibility of a food hub; 3) a bike share program, as further detailed in Exhibit A. In addition, the Consultant will support the City's implementation of sustainability projects as required by the departure of the City's sustainability coordinator.

Consultant shall be required to work substantially from the offices of the Economic & Sustainable Development Department for completion of the work assigned. Temporary access to the Department's relevant documentation and City information technology access will be provided during the term of the agreement.

Consultant shall complete all work required under this Agreement on or before December 31, 2017, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Alex Crowley as the City's Project Manager for the projects. Consultant agrees that any information or documents

supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services 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 Consultant'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 the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the City: The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate Alex Crowley to act on its behalf with respect to this Agreement.

Article 4. Compensation: The City shall pay Consultant for all fees and expenses an amount not to exceed Thirty-Nine Thousand Seven Hundred Fifty Dollars ($39,950.00). Should the City and Consultant mutually agree upon additional hours, those hours shall be billable at a rate of $85.00 per hour.

Consultant shall submit a monthly invoice to the City totaling the hours of work consumed during the period at a rate of $85.00 per hour. The invoices shall be sent to:

Alex Crowley
Department of Economic & Sustainable Development
City of Bloomington
401 N. Morton Street
Bloomington, Indiana 47404

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

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

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant 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 the Consultant compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by the Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 8 herein.

Article 7. Identity of the Consultant: Consultant 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 Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 9. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 10. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the

extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or sub-consultants in the performance of services under this Agreement.

Article 11. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 12. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 13. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 14. Assignment: Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant 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 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

Article 16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 17. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 18. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations.

Article 19. E-Verify. Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 20. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47402

Consultant:

Jane St. John
Jane St. John, LLC
408 E. Wylie St.
Bloomington, IN 47401

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

Article 21. Intent to be Bound: The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 22. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 23. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

_____

Philippa M. Guthrie, Corporation Counsel

_____

Date

JANE ST. JOHN, LLC

_____

Jane St. John

_____

Date

EXHIBIT A

Overview

Projects will align with and advance the department's mission: "…to enhance the quality of life for citizens by administering strategic programs and initiatives which foster an environment where businesses may thrive and retain and create new, quality jobs."

Each project will deliver identifiable actions to positively address these three areas, to be determined as the initial step in each project. The goal is to focus on what can be done and then do it, without being overly sidetracked by the complexity of issues.

The city sees its role as contributor and catalyst, not necessarily as implementer. The question is: how can the City help already existing, succeeding efforts?

Approach for each topic

1. What can the city do immediately? (Note: this question won't apply in all areas.)
2. What is the larger problem? Define it.
    a) Tapping/collecting existing information—past and current efforts
    b) Create matrix of services and availability of services
3. What is the community wide solution?
4. What is the city's role? (The goals within the plan will be SMART goals: strategic and specific; measurable; attainable; results-oriented and realistic; and time-bound.)

Projects & Time Estimates

Pre-K Initiatives (Short-Term & Long-Term)

Goal: Develop City participation in short-term and long-term Pre-K effort (WGTF recommendation)
Deliverable(s): Recommendation for action and support of selected phases of implementation.
Project Timeline: Complete by December 8 (see dates under time estimates below)

There are many agencies in Bloomington working on this topic. Discerning how the City can best participate involves creating a matrix of ages, population size and current service options for each, including how private sector entities are addressing the child care needs of their employees. A product (if it doesn't exist already) would be a timeline, including budget, of what it would take to have 100% pre-K child care for Bloomington.

Key contacts: Tina Peterson**;** Jennifer Myers**;** Whitney Thomas**;** Jeff Baldwin

Time Estimates/Timeline

1. Tap into and collect existing information—past and current efforts. What is the larger problem? Define it.
   Time allotted: 30-40 hours
   Complete by: September 29

   Survey the key agencies and players involved and solutions under discussion. Discussions would include: MCCSC; the Community Foundation of Bloomington and Monroe County; MCUM; BHA; IU Hospital Bloomington; United Way; Boys and Girls Club; Bun, Two, Three; and others, as necessary. Create matrix of services to show availability and gaps. Research solutions and approaches currently practiced in other communities.

2. What is the community wide solution? What is the current plan in progress and what are next steps, to be taken, by whom? Insert current suggested activities in matrix to show how they would fill the gaps and where gaps would still remain.
   Time allotted: 20-30 hours
   Complete by: October 20

3. How can the city help? What is the city's role? What are the city's SMART goals (strategic and specific; measurable; attainable; results-oriented and realistic; and time-bound)? How does the city implement strategically for the long term?
   Time allotted: 20-30 hours
   Complete by: November 10

4. Begin implementing the city's plan.
   Time allotted: 20-30 hours
   Complete by: December 8

   Work with appropriate constituents within and outside the City of Bloomington to implement the role deemed most appropriate for the city. Present, write, collaborate, implement, as necessary.

   Total estimated project hours (range): 90-130 hours

Bloomington as a Food Hub

Goal: Evaluate viability of Bloomington as a food hub.
Deliverable(s): Recommendation for action and support of selected phases of implementation.
Project Timeline: complete by December 15, 2017 (see dates under time estimates below)

Bloomington has many components of a food hub—local growers, a popular farmer's market and strong public support for healthy food. One key area that needs improvement is helping small local producers connect to larger purchasers like IU, MCCSC, Cook, the hospitals, Ivy Tech, and

nursing homes. This requires an advocacy component on the growers' behalves because the large purchasers typically purchase from large suppliers. Done right, the Food Hub serves both the local growers' need to sell and the large markets' desire for the highest quality, affordable food.

Key contacts: Jeff Mease**;** Marcia Veldman**;** Gabriel Gluesenkamp; BloomingFoods

Time Estimates

1. How is the city already poised to be a food hub?
   Time allotted: 30-40 hours
   Complete by: August 25

   Bloomington has some components in place as a food hub. What components does it have—and how adequately—and what does it lack? What would it take to become a viable and successful food hub? What are the challenges blocking Bloomington? Define them. Collect information from involved and interested parties, including farmers, large purchasers, and other food providers. Create matrix of services in place, services required and where the gaps exist.

2. What is the community wide solution?
   Time allotted: 30-40 hours
   Complete by: September 22

   Given the steps needed to become a hub (and provided the city wants to pursue them), what is the city's role and what are the SMART goals that would lead Bloomington to become a food hub? Plan how to garner public support: How would Bloomington's status as a food hub be manifest? What difference would it make to Bloomington and how can that be quantified in a way that the public would want to support it?

3. Implement the plan.
   Time allotted: 20-30 hours
   Complete by: November 17

   As determined by the phases above, work with involved individuals and agencies to implement steps that will lead to Bloomington becoming a food hub.

   Total estimated project hours (range): 80-110 hours

Bike Share

Goal: Explore whether Bloomington can and should sustain a bike share program
Deliverable(s): Recommendation for action and support of selected phases of implementation.
Project Timeline: complete by 2017 (see dates under time estimates below)

Given the demand for bicycles—both for employment and enjoyment—how viable is it for Bloomington to retain a service for this? What derailed the last attempt with bike share and what can we learn from that if we choose to pursue this option?

Key contacts: Beth Rosenbarger; Kevin Whited**;** Scott Robinson**;** Neil Kopper**;** Tom Morrison

Time Estimates

1. Build upon and further current work already under way.
   Time allotted: 40-50 hours
   Complete by: September 8

   Collect and vet community opinion on the bike share idea and collect input on prospective plans and timeline. Interact with university as necessary. Gauge community support. Is bike share desired and feasible? Meet with relevant constituents. Work with prospective vendor to obtain drafts of routes, bike station renderings, address safety questions/concerns. Create Frequently Asked Questions sheet. Create and vet implementation timeline for input.

   This phase will include conversation with prospective vendors/providers of the service and with businesses and not-for-profit organizations who would collaborate with the city as a branded co-sponsor/financial supporter of the project. Vendor and sponsor would be selected or selection would be well under way if not doable within the timeline.

2. What is the community wide solution? What is the city's role?
   Time allotted: 20-30 hours
   Complete by: October 27

   Secure contractor and co-sponsorship partner. Obtain permission from necessary entities for routes and stations around town, as necessary. Involve city departments (HAND/ Parks/Planning) in plan and involve citizen groups who support the idea.

3. If decided to pursue, implement the plan for installing and beginning use of the bike share program.
   Time allotted: 20-30 hours
   Complete by: April, 2018

   Due to the weather, it may not make sense to install the bicycles in the fall, only to have them sit out all winter. Implementation more likely in spring.

   Total estimated project hours (range): 80-110 hours

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____of _____.
   (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.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My City Expires: _____
County of Residence: _____

EXHIBIT C

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.

JANE ST. JOHN, LLC

By: _____

_____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My City Expires on:
_____

Board of Public Works Claim Register

Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **43430 - Animal Adoption Fees**				
Joseph DiMarzio	01-DiMarzio-refund adoption fee		08/25/2017	75.00
Lauren Henrichsen	01-Henrichsen-refund adoption fee		08/25/2017	20.00
	Account **43430 - Animal Adoption Fees** Totals		2	$95.00
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	01-wet floor signs		08/25/2017	9.74
5103 - Staples Contract & Commercial, INC	01-paper, broom, brush		08/25/2017	31.65
5103 - Staples Contract & Commercial, INC	01-trash can liners		08/25/2017	23.36
	Account **52110 - Office Supplies** Totals		3	$64.75
Account **52210 - Institutional Supplies**				
4136 - C. Specialties, INC	01-leashes, cat boxes, food trays		08/25/2017	794.80
313 - Fastenal Company	01-paper towels		08/25/2017	74.38
4586 - Hill's Pet Nutrition Sales, INC	01-feline prescription food-7/28/17		08/25/2017	39.99
4586 - Hill's Pet Nutrition Sales, INC	01-canine/kitten/feline food-8/4/17		08/25/2017	192.22
4586 - Hill's Pet Nutrition Sales, INC	01-canine/ultra feline prescription vet food-8/4/17		08/25/2017	66.54
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/feline food-7/28/17		08/25/2017	289.60
3929 - IDEXX Laboratories, INC	01-FIV/FeLV diagnostic tests		08/25/2017	1,322.00
3929 - IDEXX Laboratories, INC	01-FIV/FeLV and Parvo diagnostic tests		08/25/2017	1,053.60
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags equine fresh pellet bedding		08/25/2017	274.50
4574 - John Deere Financial (Rural King)	01-brooms, scrub brush, handles		08/25/2017	56.94
4574 - John Deere Financial (Rural King)	01-hamster food		08/25/2017	11.98
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags equine fresh pellet bedding-7/17/17		08/25/2017	274.50
4574 - John Deere Financial (Rural King)	01-mouse traps		08/25/2017	4.95
4574 - John Deere Financial (Rural King)	01-broom, gerbil food		08/25/2017	21.98
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-8/4/17		08/25/2017	9.03
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-7/27/17		08/25/2017	8.35
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce-7/20/17		08/25/2017	12.11
4633 - Midwest Veterinary Supply, INC	01-syringes-8/2/17		08/25/2017	72.00
4633 - Midwest Veterinary Supply, INC	01-exam gloves, sanitizer		08/25/2017	239.20
4137 - Patterson Veterinary Supply, INC	01-exam gloves, antibiotics, anti fungal ear cleaner		08/25/2017	127.52
4137 - Patterson Veterinary Supply, INC	01-antibiotics		08/25/2017	52.02
4666 - Zoetis, INC	01-Bordetella vaccines		08/25/2017	192.00
	Account **52210 - Institutional Supplies** Totals		22	$5,190.21

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Account **53130 - Medical**				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-7/17-7/31/17		08/25/2017	3,400.00
175 - Monroe County Humane Association, INC	01-urinalysis, vet services-8/8/17		08/25/2017	248.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-2/21/27		08/25/2017	155.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgery consult, offfice visit-7/20/17		08/25/2017	132.56
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bloodwork-7/25/17		08/25/2017	837.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, bloodwork, radiographs, surgery-8/1/17		08/25/2017	1,269.02
	Account **53130 - Medical** Totals		6	$6,041.58
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control August 2017		08/25/2017	85.00
	Account **53140 - Exterminator Services** Totals		1	$85.00
Account **53220 - Postage**				
4487 - PMB East, INC (PakMail)	01-BOH shipping-7/31/17		08/25/2017	20.36
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/3/17		08/25/2017	20.36
	Account **53220 - Postage** Totals		2	$40.72
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-July 2017		08/25/2017	521.28
	Account **53530 - Water and Sewer** Totals		1	$521.28
Account **53540 - Natural Gas**				
222 - Vectren	19-ACC-gas bill 7/5-8/2/17		08/25/2017	1,181.61
	Account **53540 - Natural Gas** Totals		1	$1,181.61
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-ACC-work performed no A/C		08/25/2017	372.50
321 - Harrell Fish, INC	19-Sanitation-problems with condensor-coils dirty, coil frozen		08/25/2017	989.61
321 - Harrell Fish, INC	19-ACC-service low air flow in ACO office		08/25/2017	72.00
	Account **53610 - Building Repairs** Totals		3	$1,434.11
Account **53990 - Other Services and Charges**				
60 - Monroe County Solid Waste Management District	01-medical wash disposal-needles		08/25/2017	184.80
	Account **53990 - Other Services and Charges** Totals		1	$184.80
	Program **010000 - Main** Totals		42	$14,839.06
	Department **01 - Animal Shelter** Totals		42	$14,839.06
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
David & Tracy Hanauer	14-Hanauer-refund overpayment pkg citation L1701372		08/25/2017	40.00
	Account **46060 - Other Violations** Totals		1	$40.00

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Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-Surface-patching-3.50 tons-7/24/17 (BC 2017-17)		08/25/2017	168.00
	Account **52330 - Street , Alley, and Sewer Material** Totals		1	$168.00
Account **52420 - Other Supplies**				
9523 - Freedom Business Solutions, LLC	19-CH-Facilities-toner for JD's printer		08/25/2017	59.95
	Account **52420 - Other Supplies** Totals		1	$59.95
Account **53170 - Mgt. Fee, Consultants, and Workshops**				
5938 - Kessler Consulting, INC	02-Consulting Services June 2017-Sanitation modernization		08/25/2017	1,320.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals		1	$1,320.00
Account **53650 - Other Repairs**				
818 - Everywhere Signs, LLC	02-hidden jewel sign for Cascades Park		08/25/2017	80.00
	Account **53650 - Other Repairs** Totals		1	$80.00
	Program **020000 - Main** Totals		5	$1,667.95
	Department **02 - Public Works** Totals		5	$1,667.95
Department **04 - Economic & Sustainable Dev**				
Program **040000 - Main**				
Account **53160 - Instruction**				
5954 - The Greater Bloomington Chamber Of Commerce, INC	04 - Indivdual Seat - Member Price - Health & Business Meeting		08/25/2017	28.00
	Account **53160 - Instruction** Totals		1	$28.00
Account **53320 - Advertising**				
1138 - BCT Management, INC	04 Program Advertising - Premiere of The good Catholic		08/25/2017	500.00
	Account **53320 - Advertising** Totals		1	$500.00
	Program **040000 - Main** Totals		2	$528.00
	Department **04 - Economic & Sustainable Dev** Totals		2	$528.00
Department **05 - Common Council**				
Program **050000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 836639389 books		08/25/2017	267.37
	Account **52410 - Books** Totals		1	$267.37
Account **53910 - Dues and Subscriptions**				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 836559303 online subscrption		08/25/2017	304.87
	Account **53910 - Dues and Subscriptions** Totals		1	$304.87
	Program **050000 - Main** Totals		2	$572.24
	Department **05 - Common Council** Totals		2	$572.24
Department **06 - Controller's Office**				
Program **060000 - Main**				

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Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	06-Folders and file box, wrist pad, scissors		08/25/2017	15.68
	Account **52110 - Office Supplies** Totals		1	$15.68
	Program **060000 - Main** Totals		1	$15.68
	Department **06 - Controller's Office** Totals		1	$15.68
Department **09 - CFRD**				
Program **090000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	09-office supplies		08/25/2017	77.24
	Account **52110 - Office Supplies** Totals		1	$77.24
	Program **090000 - Main** Totals		1	$77.24
	Department **09 - CFRD** Totals		1	$77.24
Department **10 - Legal**				
Program **100000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10 West 836639389 books		08/25/2017	1,069.49
	Account **52410 - Books** Totals		1	$1,069.49
Account **53910 - Dues and Subscriptions**				
204 - State Of Indiana	10 State of Indiana Clerk of Court annual attorney fee		08/25/2017	900.00
3956 - West Publishing Corporation (Thomson Reuters)	10 West 836559303 online subscrption		08/25/2017	1,219.46
3956 - West Publishing Corporation (Thomson Reuters)	10 West 836639389 books		08/25/2017	.00
	Account **53910 - Dues and Subscriptions** Totals		3	$2,119.46
	Program **100000 - Main** Totals		4	$3,188.95
Program **101000 - Human Rights**				
Account **53910 - Dues and Subscriptions**				
204 - State Of Indiana	10 State of Indiana Clerk of Court annual attorney fee		08/25/2017	180.00
	Account **53910 - Dues and Subscriptions** Totals		1	$180.00
	Program **101000 - Human Rights** Totals		1	$180.00
	Department **10 - Legal** Totals		5	$3,368.95
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	12 Polycom for HR		08/25/2017	289.99
	Account **52420 - Other Supplies** Totals		1	$289.99
Account **53320 - Advertising**				
323 - Hoosier Times, INC	12 Job ads for City		08/25/2017	406.94

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
	Account **53320 - Advertising** Totals		1	$406.94
Account **53990 - Other Services and Charges**				
585 - Bloomington Public Transportation Corporation	12 2nd Qt ridership		08/25/2017	329.25
6099 - Safe Hiring Solutions	12 Background Check (L Adams)		08/25/2017	124.30
	Account **53990 - Other Services and Charges** Totals		2	$453.55
	Program **120000 - Main** Totals		4	$1,150.48
	Department **12 - Human Resources** Totals		4	$1,150.48
Department **13 - Planning**				
Program **130000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	13-paper towels, touch screen wipes, disinfecting wipes		08/25/2017	31.20
5103 - Staples Contract & Commercial, INC	13-binders, labels		08/25/2017	32.71
	Account **52110 - Office Supplies** Totals		2	$63.91
Account **52420 - Other Supplies**				
5103 - Staples Contract & Commercial, INC	13 - PAID Stamp		08/25/2017	10.56
	Account **52420 - Other Supplies** Totals		1	$10.56
Account **53310 - Printing**				
3892 - Midwest Color Printing, INC	13-(250) Business Cards - Amir Farshchi		08/25/2017	39.00
	Account **53310 - Printing** Totals		1	$39.00
Account **53990 - Other Services and Charges**				
4549 - Kroger Limited Partnership I	13-cake for R. Alexander's retirement party		08/25/2017	47.99
4549 - Kroger Limited Partnership I	13-refreshments/paper products- R. Alexander's retirement party		08/25/2017	49.24
	Account **53990 - Other Services and Charges** Totals		2	$97.23
	Program **130000 - Main** Totals		6	$210.70
	Department **13 - Planning** Totals		6	$210.70
Department **19 - Facilities Maintenance**				
Program **190000 - Main**				
Account **52210 - Institutional Supplies**				
2966 - Barrett Supplies & Equipment, INC	19-City Hall-roll paper towel		08/25/2017	60.88
	Account **52210 - Institutional Supplies** Totals		1	$60.88
Account **52310 - Building Materials and Supplies**				
4574 - John Deere Financial (Rural King)	19-welded mesh back panels		08/25/2017	95.98
409 - Black Lumber Co INC	19-CH-Legal-paint, paint trays, adhesive		08/25/2017	42.62
409 - Black Lumber Co INC	19-CH-Legal-18# easy sand, latex gloves		08/25/2017	18.93
409 - Black Lumber Co INC	19-CH-Clerk's Office-stain markers, bleach		08/25/2017	18.96
413 - Bloomington Paint & Wallpaper Co	19-Smith Rd RR bridge-paint to cover grafffiti		08/25/2017	138.10

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Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
395 - Kirby Risk Corp	19-City Hall-lights/bulbs		08/25/2017	60.44
394 - Kleindorfer Hardware & Variety	19-City Hall-Dawn dish soap		08/25/2017	25.98
53005 - Menards, INC	19-supplies for repair of washer trailer		08/25/2017	22.35
53005 - Menards, INC	19-ACC-brush remover		08/25/2017	12.99
	Account **52310 - Building Materials and Supplies** Totals		9	$436.35
Account **52420 - Other Supplies**				
651 - Engraving & Stamp Center, INC	19-CH-Human Resources-name plates		08/25/2017	51.84
3892 - Midwest Color Printing, INC	19-printing 250 business cards-J. D. Boruff		08/25/2017	39.00
5103 - Staples Contract & Commercial, INC	19-keyboard trays for stock-(3)		08/25/2017	104.97
	Account **52420 - Other Supplies** Totals		3	$195.81
Account **52430 - Uniforms and Tools**				
293 - J&S Locksmith Shop, INC	19-brush blade & parts		08/25/2017	41.16
	Account **52430 - Uniforms and Tools** Totals		1	$41.16
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control August 2017		08/25/2017	55.00
	Account **53140 - Exterminator Services** Totals		1	$55.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-July 2017		08/25/2017	1,505.94
208 - City Of Bloomington Utilities	19-Temp Meter-Graffiti Team-water/sewer bill-July 2017		08/25/2017	12.89
	Account **53530 - Water and Sewer** Totals		2	$1,518.83
Account **53610 - Building Repairs**				
4485 - Cosmo Tech, INC (Bloomington Professional Carpet)	19-CH-HAND-clean up from roof leak		08/25/2017	3,171.34
3434 - Executive Management Services, INC	19-CH/off site facilities-August 2017 cleaning services		08/25/2017	13,389.00
321 - Harrell Fish, INC	19-City Hall-repair backflow preventer-serial #168460		08/25/2017	999.26
321 - Harrell Fish, INC	19-City Hall-computer went down-review general layout/meet w/sta		08/25/2017	288.00
321 - Harrell Fish, INC	19-City Hall-quarterly planned maint-July 2017		08/25/2017	1,910.66
7402 - Nature's Way, INC	19-City Hall-monthly, August 2017, interior plant maintenance		08/25/2017	336.60
227 - Otis Elevator Company	19-City Hall-elevator service contract 8/1/17 to 7/31/18		08/25/2017	7,612.43
	Account **53610 - Building Repairs** Totals		7	$27,707.29
Account **53990 - Other Services and Charges**				
4483 - City Lawn Corporation	19-3410 S. Walnut-mowing 7/7, 7/13/ & 7/28/17 (BC 2017-31)		08/25/2017	300.00
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 7/5, 7/12, 7/19 & 7/26/17 (BC 2017-31)		08/25/2017	140.00
	Account **53990 - Other Services and Charges** Totals		2	$440.00
	Program **190000 - Main** Totals		26	$30,455.32
	Department **19 - Facilities Maintenance** Totals		26	$30,455.32

Department **28 - ITS**

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Program **280000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	28-copy paper for City offices		08/25/2017	837.90
	Account **52110 - Office Supplies** Totals		1	$837.90
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	28-USB 3.0 Multi-Card Reader		08/25/2017	12.50
53442 - Paragon Micro, INC	28-Inventory Barcode Scanner		08/25/2017	243.98
	Account **52420 - Other Supplies** Totals		2	$256.48
	Program **280000 - Main** Totals		3	$1,094.38
	Department **28 - ITS** Totals		3	$1,094.38
	Fund **101 - General Fund (S0101)** Totals		97	$53,980.00
Fund **249 - Grants Non Approp**				
Department **04 - Economic & Sustainable Dev**				
Program **G17010 - 2017 IN OCRA Quick Impact Placeb**				
Account **52420 - Other Supplies**				
53005 - Menards, INC	04 - POP Art Grant Supplies (Games, Chalkboard Paint, Paint)		08/25/2017	193.49
	Account **52420 - Other Supplies** Totals		1	$193.49
	Program **G17010 - 2017 IN OCRA Quick Impact Placeb** Totals		1	$193.49
	Department **04 - Economic & Sustainable Dev** Totals		1	$193.49
	Fund **249 - Grants Non Approp** Totals		1	$193.49
Fund **312 - Community Services**				
Department **09 - CFRD**				
Program **090004 - Com Serv- Accessibility**				
Account **53990 - Other Services and Charges**				
4549 - Kroger Limited Partnership I	09-supplies/snacks for ADA Anniversary Celebration		08/25/2017	44.97
4549 - Kroger Limited Partnership I	09-supplies/snacks for ADA Anniversary Celebration		08/25/2017	45.95
4549 - Kroger Limited Partnership I	09-supplies/snacks for ADA Anniversary Celebration		08/25/2017	7.08
	Account **53990 - Other Services and Charges** Totals		3	$98.00
	Program **090004 - Com Serv- Accessibility** Totals		3	$98.00
	Department **09 - CFRD** Totals		3	$98.00
	Fund **312 - Community Services** Totals		3	$98.00
Fund **401 - Non-Reverting Telecom (S1146)**				
Department **25 - Telecommunications**				
Program **254000 - Infrastructure**				
Account **53170 - Mgt. Fee, Consultants, and Workshops**				
2372 - Probleu, INC	28-Prepaid Technician Service Hours		08/25/2017	2,700.00

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals		1	$2,700.00
Account **54450 - Equipment**				
53442 - Paragon Micro, INC	28-Capital Replacement Workstations-split with Fleet		08/25/2017	914.99
	Account **54450 - Equipment** Totals		1	$914.99
	Program **254000 - Infrastructure** Totals		2	$3,614.99
Program **256000 - Services**				
Account **53150 - Communications Contract**				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business cable/internet-8/21-9/20/17		08/25/2017	116.27
203 - Indiana University	28-special circuits-July 2017		08/25/2017	65.00
	Account **53150 - Communications Contract** Totals		2	$181.27
	Program **256000 - Services** Totals		2	$181.27
	Department **25 - Telecommunications** Totals		4	$3,796.26
	Fund **401 - Non-Reverting Telecom (S1146)** Totals		4	$3,796.26
Fund **450 - Local Road and Street(S0706)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **53520 - Street Lights / Traffic Signals**				
223 - Duke Energy	20-Street Light Summary electric bill-bill 8/7/17		08/25/2017	35,123.14
	Account **53520 - Street Lights / Traffic Signals** Totals		1	$35,123.14
	Program **200000 - Main** Totals		1	$35,123.14
	Department **20 - Street** Totals		1	$35,123.14
	Fund **450 - Local Road and Street(S0706)** Totals		1	$35,123.14
Fund **451 - Motor Vehicle Highway(S0708)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52210 - Institutional Supplies**				
15449 - Rosen & Rosen Industries (R&R Industries)	20-Safety Vests (54)		08/25/2017	607.23
	Account **52210 - Institutional Supplies** Totals		1	$607.23
Account **52310 - Building Materials and Supplies**				
4574 - John Deere Financial (Rural King)	19-pasture pro 1 gallon		08/25/2017	34.99
	Account **52310 - Building Materials and Supplies** Totals		1	$34.99
Account **52330 - Street , Alley, and Sewer Material**				
334 - Irving Materials, INC	20-629 N College-Class A Stone Ash-4.5 cy-7/17/17		08/25/2017	456.75
334 - Irving Materials, INC	20-119 Benson Ct-Class A Stone Ash-1.5 cy-7/18/17		08/25/2017	152.25
334 - Irving Materials, INC	20-501 N Morton-Class A Stone Ash-5.00 cy-7/10/17		08/25/2017	507.50
334 - Irving Materials, INC	20-3rd/Highland-Class A Stone-9 cy-7/20/17		08/25/2017	913.50

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
334 - Irving Materials, INC	20-1302 E. 3rd St-Class A Stone Ash-7 cy-7/24/17		08/25/2017	710.50
334 - Irving Materials, INC	20-1302 E. 3rd-Class A Stone Ash-5.25 cy-7/26/17		08/25/2017	532.88
334 - Irving Materials, INC	20-1302 E. 3rd St-Class A Stone Ash-7 cy-7/25/17		08/25/2017	710.50
	Account **52330 - Street , Alley, and Sewer Material** Totals		7	$3,983.88
Account **52340 - Other Repairs and Maintenance**				
313 - Fastenal Company	20-Traffic signal supplies-white paint		08/25/2017	86.46
313 - Fastenal Company	20-Traffic signal supplies-5/6-18 Nylock Z		08/25/2017	17.76
	Account **52340 - Other Repairs and Maintenance** Totals		2	$104.22
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-Kirkwood/Madison-poly-roller 9 inch		08/25/2017	4.95
248 - Cosner's Ice Company	20-ice for employees-140 7# bags		08/25/2017	203.00
394 - Kleindorfer Hardware & Variety	20-1 pick handle-D. Bitner		08/25/2017	10.19
786 - Richard's Small Engine, INC	20-chainsaw--bench fee, chain, air filter		08/25/2017	120.52
3496 - Smith Implements, INC	20-chainsaw-chain, filter		08/25/2017	63.11
336 - Southside Rental Center, INC	20-Pavement Markings-propane-8/2/17		08/25/2017	14.28
336 - Southside Rental Center, INC	20-Pavement Marking-propane-7/27/17		08/25/2017	40.46
336 - Southside Rental Center, INC	20-Pavement Marking- propane		08/25/2017	89.25
	Account **52420 - Other Supplies** Totals		8	$545.76
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control August 2017		08/25/2017	70.00
	Account **53140 - Exterminator Services** Totals		1	$70.00
Account **53250 - Pagers**				
332 - Indiana Paging Network, INC	20-snow control pager-September 2017		08/25/2017	86.76
	Account **53250 - Pagers** Totals		1	$86.76
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-July 2017		08/25/2017	34.73
208 - City Of Bloomington Utilities	19-Street-water/sewer bill-July 2017		08/25/2017	114.89
	Account **53530 - Water and Sewer** Totals		2	$149.62
Account **53540 - Natural Gas**				
222 - Vectren	19-Traffic Bldg-gas bill 7/7-8/7/17		08/25/2017	31.46
222 - Vectren	19-Street Dept-gas bill 7/7-8/7/17		08/25/2017	23.76
	Account **53540 - Natural Gas** Totals		2	$55.22
Account **53610 - Building Repairs**				
392 - Koorsen Fire & Security, INC	19-Street-July 2017 fire extinguisher serv annual		08/25/2017	1,074.48
	Account **53610 - Building Repairs** Totals		1	$1,074.48
Account **53630 - Machinery and Equipment Repairs**				

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
786 - Richard's Small Engine, INC	20-chainsaw--bench fee, chain, air filter		08/25/2017	26.14
3496 - Smith Implements, INC	20-chainsaw-chain, filter		08/25/2017	57.55
	Account **53630 - Machinery and Equipment Repairs** Totals		2	$83.69
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-8/9/17		08/25/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-8/2/17		08/25/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/9/17		08/25/2017	23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/2/17		08/25/2017	23.05
	Account **53920 - Laundry and Other Sanitation Services** Totals		4	$98.88
Account **53990 - Other Services and Charges**				
3526 - Hawkins & Son Towing	20-400 BL N Morton-tow Toyota Highlander-7/5/17		08/25/2017	80.00
3526 - Hawkins & Son Towing	20-300 BL N Morton-tow Honda Pilot-7/5/17		08/25/2017	80.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811-tickets-1,087-June 2017		08/25/2017	1,032.65
6152 - K&S Rolloff, INC	20-rolloff pull price/delivery-2-7/20/17		08/25/2017	300.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-7/11/17		08/25/2017	150.00
	Account **53990 - Other Services and Charges** Totals		5	$1,642.65
	Program **200000 - Main** Totals		37	$8,537.38
	Department **20 - Street** Totals		37	$8,537.38
	Fund **451 - Motor Vehicle Highway(S0708)** Totals		37	$8,537.38
Fund **452 - Parking Facilities(S9502)**				
Department **26 - Parking**				
Program **260000 - Main**				
Account **52310 - Building Materials and Supplies**				
4443 - The Sherwin Williams Company	26-4th St Garage-paint-primer white for basement		08/25/2017	506.61
	Account **52310 - Building Materials and Supplies** Totals		1	$506.61
Account **53210 - Telephone**				
1079 - AT&T	26-Pkg Garages-phone charges 7/8-8/7/17		08/25/2017	369.44
	Account **53210 - Telephone** Totals		1	$369.44
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-July 2017		08/25/2017	47.50
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-July 2017		08/25/2017	25.68
	Account **53530 - Water and Sewer** Totals		2	$73.18
Account **53610 - Building Repairs**				
3397 - Evens Time, INC	26-Pkg Garage-IParc prof. license upgrade to Bldg 19		08/25/2017	16,805.71
	Account **53610 - Building Repairs** Totals		1	$16,805.71
Account **54420 - Purchase of Equipment**				

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
5976 - EV Connect, INC	26-Pkg Garages-purchase EV stations (BC 2017-39A)		08/25/2017	5,865.00
	Account **54420 - Purchase of Equipment** Totals		1	$5,865.00
	Program **260000 - Main** Totals		6	$23,619.94
	Department **26 - Parking** Totals		6	$23,619.94
	Fund **452 - Parking Facilities(S9502)** Totals		6	$23,619.94
Fund **454 - Alternative Transport(S6301)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
Trenton A. Jones	14-Jones-refund overpayment pkg citation M1701606		08/25/2017	40.00
	Account **46060 - Other Violations** Totals		1	$40.00
Account **53110 - Engineering and Architectural**				
5609 - Aecom Technical Services	13-Ped Safety/Acessibility @ Signalized Intersection-5/27-063017 (BC 2017-55)		08/25/2017	1,483.26
	Account **53110 - Engineering and Architectural** Totals		1	$1,483.26
Account **54310 - Improvements Other Than Building**				
5609 - Aecom Technical Services	13-Ped Safety/Acessibility @ Signalized Intersection-5/27-063017 (BC 2017-55)		08/25/2017	12,926.74
10 - Bledsoe Riggert Cooper & James INC	13-Rockport Road SW Proj-Inv. date 7/31/17 (BC 2017-77)		08/25/2017	3,765.00
5149 - E&B Paving, INC	13-7th St Underpass-includes change order (BC 2016-82)		08/25/2017	45,414.00
5999 - The Etica Group, INC	13-Walnut/Mitchell Sidwalks-6/1-6/30/17 (BC 2017-51)		08/25/2017	4,197.46
5999 - The Etica Group, INC	13-Walnut/Mitchell Sidwalks-7/1-7/22/17 (BC 2017-51)		08/25/2017	1,950.32
	Account **54310 - Improvements Other Than Building** Totals		5	$68,253.52
	Program **020000 - Main** Totals		7	$69,776.78
	Department **02 - Public Works** Totals		7	$69,776.78
	Fund **454 - Alternative Transport(S6301)** Totals		7	$69,776.78
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-Surface-Morton St/patching-146.91 tons-7/26/17 (BC 2017-16A)		08/25/2017	7,051.68
19278 - Milestone Contractors, LP	20-Surface-Morton Street-143.78 tons-7/25/17-inc. milling credit (BC 2017-17)		08/25/2017	5,384.10
19278 - Milestone Contractors, LP	20-Surface-Morton St-294.91 tons-7/31/17-inc. milling credit (BC 2017-17)		08/25/2017	11,593.74
19278 - Milestone Contractors, LP	20-Surface-patching-3.03 tons-7/7/17 (BC 2017-16A)		08/25/2017	145.44
	Account **52330 - Street , Alley, and Sewer Material** Totals		4	$24,174.96
Account **53110 - Engineering and Architectural**				
399 - American Structurepoint, INC	13-Traffic Signal Re-timing Proj-6/1-6/30/17 (BC 2015-55)		08/25/2017	7,255.50
204 - State Of Indiana	13-Change Order #5_37 & Dunn Project (Eng & Architectural) (BC 2017-5)		08/25/2017	9,520.60

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Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
	Account **53110 - Engineering and Architectural** Totals		2	$16,776.10
Account **54110 - Land Purchase**				
1380 - DLZ Indiana, LLC	13-Tapp/Rockport Rd Design-services 5/13-6/16/17 (BC 2016-38)		08/25/2017	8,598.00
	Account **54110 - Land Purchase** Totals		1	$8,598.00
Account **54310 - Improvements Other Than Building**				
204 - State Of Indiana	13-Change Order #7_37&Dunn Project (Improvemnts other than bldg) (BC 2015-55)		08/25/2017	15,847.20
	Account **54310 - Improvements Other Than Building** Totals		1	$15,847.20
	Program **020000 - Main** Totals		8	$65,396.26
	Department **02 - Public Works** Totals		8	$65,396.26
	Fund **601 - Cum Cap Development(S2391)** Totals		8	$65,396.26
Fund **730 - Solid Waste (S6401)**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control August 2017		08/25/2017	55.00
	Account **53140 - Exterminator Services** Totals		1	$55.00
Account **53310 - Printing**				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-print/fold 21,500 sanitation fliers		08/25/2017	3,010.00
	Account **53310 - Printing** Totals		1	$3,010.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-July 2017		08/25/2017	90.59
	Account **53530 - Water and Sewer** Totals		1	$90.59
Account **53540 - Natural Gas**				
222 - Vectren	19-Sanitation-gas bill 7/5-8/2/17		08/25/2017	49.23
	Account **53540 - Natural Gas** Totals		1	$49.23
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/9/17		08/25/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/9/17		08/25/2017	7.49
	Account **53920 - Laundry and Other Sanitation Services** Totals		2	$39.36
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	16-trash disposal tickets 7/17-7/31/17		08/25/2017	10,590.40
	Account **53950 - Landfill** Totals		1	$10,590.40
Account **53990 - Other Services and Charges**				
20275 - The Travelers Indemnity	16-Bryan accident-6/19/17-714 S. Park Ave.		08/25/2017	1,701.88
	Account **53990 - Other Services and Charges** Totals		1	$1,701.88
	Program **160000 - Main** Totals		8	$15,536.46

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
	Department **16 - Sanitation** Totals		8	$15,536.46
	Fund **730 - Solid Waste (S6401)** Totals		8	$15,536.46
Fund **800 - Risk Management(S0203)**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **52430 - Uniforms and Tools**				
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 341352 Shouffler		08/25/2017	99.99
	Account **52430 - Uniforms and Tools** Totals		1	$99.99
Account **53420 - Worker's Comp & Risk**				
2618 - Southeastern Indiana Health Operations, INC	12 Inv 1062 to pay Columbus Regional (K Leech) agreement		08/16/2017	4,076.33
2618 - Southeastern Indiana Health Operations, INC	12 Work Comp TTD Wages (Flynn) pay date 8/18/2017		08/16/2017	948.60
	Account **53420 - Worker's Comp & Risk** Totals		2	$5,024.93
Account **53910 - Dues and Subscriptions**				
204 - State Of Indiana	10 State of Indiana Clerk of Court annual attorney fee		08/25/2017	180.00
	Account **53910 - Dues and Subscriptions** Totals		1	$180.00
	Program **100000 - Main** Totals		4	$5,304.92
	Department **10 - Legal** Totals		4	$5,304.92
	Fund **800 - Risk Management(S0203)** Totals		4	$5,304.92
Fund **801 - Health Insurance Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
3977 - Cigna Health & Life Insurance Company	12-Aug2017 Cigna Dental Vision Admin $9,002.44		08/25/2017	2,324.81
18539 - Life Insurance Company Of North America	12-July 2017 LINA $32,478.82		08/25/2017	4,132.70
	Account **53990 - Other Services and Charges** Totals		2	$6,457.51
Account **53990.1201 - Other Services and Charges Health Insurance**				
17785 - The Howard E. Nyhart Company, INC	12-nyhart hsa ER Cont TSager JSpeer $460.12		08/16/2017	460.12
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals		1	$460.12
Account **53990.1278 - Other Services and Charges Disability LTD**				
18539 - Life Insurance Company Of North America	12-July 2017 LINA $32,478.82		08/25/2017	6,297.14
	Account **53990.1278 - Other Services and Charges Disability LTD** Totals		1	$6,297.14
	Program **120000 - Main** Totals		4	$13,214.77
	Department **12 - Human Resources** Totals		4	$13,214.77
	Fund **801 - Health Insurance Trust** Totals		4	$13,214.77
Fund **802 - Fleet Maintenance(S9500)**				
Department **17 - Fleet Maintenance**				

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Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Program **170000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	17-2 hole punch, 3 hole punch, spiral memo pads		08/25/2017	15.78
	Account **52110 - Office Supplies** Totals		1	$15.78
Account **52230 - Garage and Motor Supplies**				
50605 - Bauer Built, INC	17-tires-11R225/1000R20 PXDY1 RTRD		08/25/2017	1,923.36
50605 - Bauer Built, INC	17-tires-Maine challenger-700-12/600-9, Demount/Mount		08/25/2017	956.00
4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R16		08/25/2017	293.00
4693 - Monroe County Tire & Supply, INC	17-tires-ST225/75R15		08/25/2017	75.25
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5		08/25/2017	1,212.88
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5		08/25/2017	1,811.38
4693 - Monroe County Tire & Supply, INC	17-tires-12X16.5 Titan HD2000 NHS 10PLY TI		08/25/2017	761.00
	Account **52230 - Garage and Motor Supplies** Totals		7	$7,032.87
Account **52240 - Fuel and Oil**				
613 - Hoosier Penn Oil Company, INC	17-oil-HP Group II AW 46, HP dexos 1 FS 5W20		08/25/2017	2,288.73
613 - Hoosier Penn Oil Company, INC	17-Fluids/Oil-windshield fluid, handi clean, P66 Multiplex Red G		08/25/2017	480.91
349 - White River Cooperative, INC	17-unleaded fuel-87 Regular-7,926 gallons		08/25/2017	16,729.41
	Account **52240 - Fuel and Oil** Totals		3	$19,499.05
Account **52320 - Motor Vehicle Repair**				
409 - Black Lumber Co INC	17-Lysol Pine Cleaner, 128 oz. bleach		08/25/2017	11.96
244 - Bloomington Ford, INC	17-#120 evaporator case assy		08/25/2017	138.32
244 - Bloomington Ford, INC	17-#461-transmission lines		08/25/2017	98.40
244 - Bloomington Ford, INC	17-#486- HAVE BLEND DOOR MOTOR ASSY		08/25/2017	52.17
4335 - Circle Distributing, INC	17-misc parts-front wall		08/25/2017	85.14
4335 - Circle Distributing, INC	17-credit-core return (14662)		08/25/2017	(100.00)
4335 - Circle Distributing, INC	17-misc parts-abs module		08/25/2017	308.45
4335 - Circle Distributing, INC	17-misc. parts-2011 Ford F250 parts		08/25/2017	122.77
4335 - Circle Distributing, INC	17-misc. parts-AC flush, oil, compressor		08/25/2017	336.76
455 - Industrial Service & Supply, INC	17-#885- hyd hose and fittings		08/25/2017	109.79
455 - Industrial Service & Supply, INC	17-#885- parts/labor-seal, hose, o-ring		08/25/2017	190.88
796 - Interstate Battery System of Bloomington, INC	17-batteries-2 31-MHD		08/25/2017	196.06
4574 - John Deere Financial (Rural King)	17-#4131 PINTLE HITCH		08/25/2017	74.99
4574 - John Deere Financial (Rural King)	17 - STOCK AND AUCTION SUPPLIES DEF AND BARREL LINERS		08/25/2017	158.79
394 - Kleindorfer Hardware & Variety	17-5/8X2" bolts		08/25/2017	9.60
394 - Kleindorfer Hardware & Variety	17-sand blasting media		08/25/2017	32.00
787 - Motor Service Corporation	17-serp belt-poly rib, HD blade wide saddle, wiper blades		08/25/2017	101.90

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
787 - Motor Service Corporation	17-serp belt-poly rib		08/25/2017	22.43
53385 - O'Reilly Automotive Stores, INC	17-#594 BRAKE HOSES		08/25/2017	31.34
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - VARIOUS AUTO PARTS FOR JUNE AND JULY		08/25/2017	8,751.24
54351 - Sternberg, INC	17-#331 slack adjusters and stock clevis kit		08/25/2017	170.13
54351 - Sternberg, INC	17-STOCK COOLANT		08/25/2017	15.30
54351 - Sternberg, INC	17 - Air Horn		08/25/2017	43.46
54351 - Sternberg, INC	17-#428- FUEL TANK AND STRAPS		08/25/2017	1,532.23
4398 - TruckPro Holding Corporation	17-#676 TEST STRIPS		08/25/2017	23.74
2096 - West Side Tractor Sales Co.	17-#456- fuel filters		08/25/2017	104.96
2096 - West Side Tractor Sales Co.	17-#468-pins and upper pins		08/25/2017	907.71
2096 - West Side Tractor Sales Co.	17-#467 filters		08/25/2017	104.96
2096 - West Side Tractor Sales Co.	17-stock pins		08/25/2017	28.00
	Account **52320 - Motor Vehicle Repair** Totals		29	$13,663.48
Account **52420 - Other Supplies**				
51565 - EmJay Automotive Equipment, LLC	17- valve for tire equipment		08/25/2017	139.32
177 - Indiana Oxygen Co	17-welding supplies-035 tip 10PK M10Gun MM140		08/25/2017	13.00
177 - Indiana Oxygen Co	17-welding supplies-6X8 24 oz. blanket med duty		08/25/2017	192.00
53442 - Paragon Micro, INC	17 - computer		08/25/2017	893.98
	Account **52420 - Other Supplies** Totals		4	$1,238.30
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	17-C. Nichols-Vaccine Hep B Adult, IM		08/25/2017	93.00
	Account **53130 - Medical** Totals		1	$93.00
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control August 2017		08/25/2017	40.00
	Account **53140 - Exterminator Services** Totals		1	$40.00
Account **53540 - Natural Gas**				
222 - Vectren	19-Fleet Maint-gas bill 7/7-8/7/17		08/25/2017	49.84
	Account **53540 - Natural Gas** Totals		1	$49.84
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-Fleet Maint-furnish labor to evaluate why no AC		08/25/2017	108.00
	Account **53610 - Building Repairs** Totals		1	$108.00
Account **53620 - Motor Repairs**				
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES-Vehicle #507		08/25/2017	49.99
455 - Industrial Service & Supply, INC	17-#885- parts/labor-seal, hose, o-ring		08/25/2017	124.00
4474 - Ken's Westside Service & Towing, LLC	17-tow/hook fee		08/25/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE-		08/25/2017	225.00

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
54351 - Sternberg, INC	17-#956-parts/labor-fuel filter, oil, air filter		08/25/2017	947.88
	Account **53620 - Motor Repairs** Totals		5	$1,396.87
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-8/9/17		08/25/2017	67.65
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/9/17		08/25/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/2/17		08/25/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-8/2/17		08/25/2017	67.39
	Account **53920 - Laundry and Other Sanitation Services** Totals		4	$161.68
	Program **170000 - Main** Totals		57	$43,298.87
	Department **17 - Fleet Maintenance** Totals		57	$43,298.87
	Fund **802 - Fleet Maintenance(S9500)** Totals		57	$43,298.87
Fund **804 - Insurance Voluntary Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1241 - Other Services and Charges Vision**				
3977 - Cigna Health & Life Insurance Company	12-Aug2017 Cigna Dental Vision Admin $9,002.44		08/25/2017	6,677.63
	Account **53990.1241 - Other Services and Charges Vision** Totals		1	$6,677.63
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	483.59
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	157.79
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	180.00
17785 - The Howard E. Nyhart Company, INC	12-CIty URM		08/15/2017	20.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017		08/15/2017	528.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/16/2017	60.00
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals		6	$1,429.38
Account **53990.1273 - Other Services and Charges Term Life**				
18539 - Life Insurance Company Of North America	12-July 2017 LINA $32,478.82		08/25/2017	13,886.79
	Account **53990.1273 - Other Services and Charges Term Life** Totals		1	$13,886.79
Account **53990.1277 - Other Services and Charges Disability STD**				
18539 - Life Insurance Company Of North America	12-July 2017 LINA $32,478.82		08/25/2017	8,162.19
	Account **53990.1277 - Other Services and Charges Disability STD** Totals		1	$8,162.19
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	87.02
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	15.91
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		08/14/2017	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/16/2017	30.00

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Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals		4	$227.93
	Program **120000 - Main** Totals		13	$30,383.92
	Department **12 - Human Resources** Totals		13	$30,383.92
	Fund **804 - Insurance Voluntary Trust** Totals		13	$30,383.92
Fund **805 - Unemployment Comp Non-Reverting**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
204 - State Of Indiana	12 Unemployment July		08/25/2017	2,352.00
	Account **53990 - Other Services and Charges** Totals		1	$2,352.00
	Program **120000 - Main** Totals		1	$2,352.00
	Department **12 - Human Resources** Totals		1	$2,352.00
	Fund **805 - Unemployment Comp Non-Reverting** Totals		1	$2,352.00
			251	$370,612.19

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Bank Fees For June 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC0617	06-June 2017 Bank Fees	Paid by EFT # 18702		07/14/2017	07/14/2017	07/14/2017		07/14/2017	5.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$5.00
				Program **010000 - Main** Totals				Invoice Transactions 1		$5.00
				Department **01 - Animal Shelter** Totals				Invoice Transactions 1		$5.00
Department **02 - Public Works**										
Program **020000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC0617	06-June 2017 Bank Fees	Paid by EFT # 18702		07/14/2017	07/14/2017	07/14/2017		07/14/2017	16.64
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$16.64
				Program **020000 - Main** Totals				Invoice Transactions 1		$16.64
				Department **02 - Public Works** Totals				Invoice Transactions 1		$16.64
Department **06 - Controller's Office**										
Program **060000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC0617	06-June 2017 Bank Fees	Paid by EFT # 18702		07/14/2017	07/14/2017	07/14/2017		07/14/2017	5.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$5.00
				Program **060000 - Main** Totals				Invoice Transactions 1		$5.00
				Department **06 - Controller's Office** Totals				Invoice Transactions 1		$5.00
Department **13 - Planning**										
Program **130000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC0617	06-June 2017 Bank Fees	Paid by EFT # 18702		07/14/2017	07/14/2017	07/14/2017		07/14/2017	5.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$5.00
				Program **130000 - Main** Totals				Invoice Transactions 1		$5.00
				Department **13 - Planning** Totals				Invoice Transactions 1		$5.00
				Fund **101 - General Fund (S0101)** Totals				Invoice Transactions 4		$31.64
Fund **452 - Parking Facilities(S9502)**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	26-GrgFees06-17	06-Garage Fees June 2017 Bank Fees	Paid by EFT # 18700		07/14/2017	07/14/2017	07/14/2017		07/14/2017	1,587.68
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$1,587.68
				Program **260000 - Main** Totals				Invoice Transactions 1		$1,587.68
				Department **26 - Parking** Totals				Invoice Transactions 1		$1,587.68
				Fund **452 - Parking Facilities(S9502)** Totals				Invoice Transactions 1		$1,587.68
Fund **454 - Alternative Transport(S6301)**										
Department **02 - Public Works**										
Program **020000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC0617	06-June 2017 Bank Fees	Paid by EFT # 18702		07/14/2017	07/14/2017	07/14/2017		07/14/2017	8.31
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$8.31
				Program **020000 - Main** Totals				Invoice Transactions 1		$8.31
				Department **02 - Public Works** Totals				Invoice Transactions 1		$8.31
				Fund **454 - Alternative Transport(S6301)** Totals				Invoice Transactions 1		$8.31
						Grand Totals		Invoice Transactions 6		$1,627.63

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Board of Public Works Claim Register

Invoice Date Range 08/09/17 - 08/09/17
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 **02 - Public Works**										
Program **020000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812R08178807-17	02-radio circuits-phone charges 6/29-7/28/17	Paid by Check # 66001		08/09/2017	08/09/2017	08/09/2017		08/09/2017	180.17
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$180.17
				Program **020000 - Main** Totals				Invoice Transactions 1		$180.17
				Department **02 - Public Works** Totals				Invoice Transactions 1		$180.17
				Fund **101 - General Fund (S0101)** Totals				Invoice Transactions 1		$180.17
Fund **401 - Non-Reverting Telecom (S1146)**										
Department **25 - Telecommunications**										
Program **254000 - Infrastructure**										
Account **53750 - Rentals - Other**										
12283 - Smithville Communications	401NMrtn-080117	28-401 N Morton/ACC-internet services 8/1-	Paid by Check # 66018		08/09/2017	08/09/2017	08/09/2017		08/09/2017	1,614.27
				Account **53750 - Rentals - Other** Totals				Invoice Transactions 1		$1,614.27
				Program **254000 - Infrastructure** Totals				Invoice Transactions 1		$1,614.27
Program **256000 - Services**										
Account **53150 - Communications Contract**										
12283 - Smithville Communications	401NMrtn-080117	28-401 N Morton/ACC-internet services 8/1-	Paid by Check # 66018		08/09/2017	08/09/2017	08/09/2017		08/09/2017	1,136.00
				Account **53150 - Communications Contract** Totals				Invoice Transactions 1		$1,136.00
				Program **256000 - Services** Totals				Invoice Transactions 1		$1,136.00
				Department **25 - Telecommunications** Totals				Invoice Transactions 2		$2,750.27
				Fund **401 - Non-Reverting Telecom (S1146)** Totals				Invoice Transactions 2		$2,750.27
Fund **450 - Local Road and Street(S0706)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53520 - Street Lights / Traffic Signals**										
223 - Duke Energy	Allen/Timo-07/17	20-Allen & Timothy-street light charges-bill	Paid by Check # 66009		08/09/2017	08/09/2017	08/09/2017		08/09/2017	3.91
223 - Duke Energy	12/Parks-07/17	20-12th & Parks-street light charges-bill date	Paid by Check # 66010		08/09/2017	08/09/2017	08/09/2017		08/09/2017	3.18
223 - Duke Energy	12/Fess-07/17	20-12th & Fess-street light charges-bill date	Paid by Check # 66011		08/09/2017	08/09/2017	08/09/2017		08/09/2017	4.19
223 - Duke Energy	8th/Dunn-07/17	20-8th & Dunn-street light charges-bil date	Paid by Check # 66012		08/09/2017	08/09/2017	08/09/2017		08/09/2017	4.34
223 - Duke Energy	Moore/Andrw-7/17	20-Moores Pike & Andrew Circle-street light	Paid by Check # 66013		08/09/2017	08/09/2017	08/09/2017		08/09/2017	4.85
223 - Duke Energy	Smith/Fenbrk7/17	20-Smith & Fenbrook-street light charges-bill	Paid by Check # 66014		08/09/2017	08/09/2017	08/09/2017		08/09/2017	5.01
223 - Duke Energy	Jcksn/13/15-7/17	20-Jackson/13th/15th-street light chgs-bill date	Paid by Check # 66015		08/09/2017	08/09/2017	08/09/2017		08/09/2017	6.99
223 - Duke Energy	Cntrysde/Adms717	20-Countryside & Adams-street light chgs-bill date	Paid by Check # 66016		08/09/2017	08/09/2017	08/09/2017		08/09/2017	5.07
223 - Duke Energy	8th/Fntain-07/17	20-8th & Fountain-street light chgs-bill date	Paid by Check # 66017		08/09/2017	08/09/2017	08/09/2017		08/09/2017	5.19
223 - Duke Energy	Cntrysd/AdmCi717	20-Countryside & Adams Hill Circle-ST light chgs-	Paid by Check # 66005		08/09/2017	08/09/2017	08/09/2017		08/09/2017	5.50
223 - Duke Energy	10/Bypass-07/17	20-10th & Bypass-street light charges-bill date	Paid by Check # 66006		08/09/2017	08/09/2017	08/09/2017		08/09/2017	5.09
223 - Duke Energy	Cntrysd/Snflr717	20-Countryside & Sunflower-street light	Paid by Check # 66007		08/09/2017	08/09/2017	08/09/2017		08/09/2017	3.90
223 - Duke Energy	Allen/Pchtree717	20-Allen & Peachtree-street light chgs-bill date	Paid by Check # 66008		08/09/2017	08/09/2017	08/09/2017		08/09/2017	3.55
				Account **53520 - Street Lights / Traffic Signals** Totals				Invoice Transactions 13		$60.77
				Program **200000 - Main** Totals				Invoice Transactions 13		$60.77
				Department **20 - Street** Totals				Invoice Transactions 13		$60.77
				Fund **450 - Local Road and Street(S0706)** Totals				Invoice Transactions 13		$60.77
Fund **802 - Fleet Maintenance(S9500)**										
Department **17 - Fleet Maintenance**										
Program **170000 - Main**										
Account **53530 - Water and Sewer**										
208 - City Of Bloomington Utilities	Fleet-7/17	19-Fleet Maint-water/sewer bill-July	Paid by Check # 66002		08/09/2017	08/09/2017	08/09/2017		08/09/2017	105.99
				Account **53530 - Water and Sewer** Totals				Invoice Transactions 1		$105.99
				Program **170000 - Main** Totals				Invoice Transactions 1		$105.99
				Department **17 - Fleet Maintenance** Totals				Invoice Transactions 1		$105.99
				Fund **802 - Fleet Maintenance(S9500)** Totals				Invoice Transactions 1		$105.99
				Grand Totals				Invoice Transactions 19		$3,097.20

Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 08/14/17 - 08/25/17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **257 - IU RR Woodlawn Escrow**										
Account **10000 - Cash**										
399 - American Structurepoint, INC	97971	06-June 1-2017 to June 30-2017	Paid by EFT # 30		08/15/2017	08/15/2017	08/25/2017		08/25/2017	(1,293.75)
					Account **10000 - Cash** Totals			Invoice Transactions 1		($1,293.75)
Department **13 - Planning**										
Program **130000 - Main**										
Account **53170 - Mgt. Fee, Consultants, and Workshops**										
399 - American Structurepoint, INC	97971	06-June 1-2017 to June 30-2017	Paid by EFT # 30		08/15/2017	08/15/2017	08/25/2017		08/25/2017	1,293.75
					Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals			Invoice Transactions 1		$1,293.75
					Program **130000 - Main** Totals			Invoice Transactions 1		$1,293.75
					Department **13 - Planning** Totals			Invoice Transactions 1		$1,293.75
					Fund **257 - IU RR Woodlawn Escrow** Totals			Invoice Transactions 2		$0.00
					Grand Totals			Invoice Transactions 2		$0.00

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim		FUND	Description	Bank Transfer	Amount
7/14/2017	Bank Fees					1,627.63
8/25/2017	Claims					370,612.19
8/9/2017	Sp Utility Cks					3,097.20
8/25/2017	Woodlawn Ave					1,293.75
		Jul-17	Insurance Flex/H.S.A/WorkComp			
						376,630.77

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 **$ 376,630.77**

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_____