Board of Public Works Meeting

October 3, 2017

AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, October 3, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS & QUOTES

1. **Open Sealed Quotes for Tapp/Rockport Right of Way Clearing**

IV. TITLE VI ENFORCEMENT

1. **Permission to Abate Property at 2611 E. Roundhill Ln.**

V. CONSENT AGENDA

1. **Approval of Minutes-September 19, 2017**
2. **Resolution 2017-85: Allow Mobile Vendor to Renew License to Operate in the Public Right-of-Way (Juancho's Munchies)**
3. **Resolution 2017-86: Allow Pushcart Vendor License to Operate in the Public Right-of-Way (The Sandwich Spot)**
4. **Resolution 2017-87: Allow Pushcart Vendor License to Operate in the Public Right-of-Way (Big Dawgs)**
5. **Approval of Payroll**

VI. NEW BUSINESS

1. **Uphold Order to Seal Unsafe Structure at 1825 S. Covey Ln.**
2. **Resolution 2017-88: Use of City Streets for Campus Costume Festival and Parade (Saturday, 10/7)**
3. **Resolution 2017-89:Use of City Streets for Tamarron Block Party (Saturday, 10/21)**
4. **Approve Design Services Agreement with Lochmueller Group for Traffic Signals Replacement at 17th St. & Dunn St., and 17th St. & Madison/Kinser Pk.**
5. **Approve Change Order #2 for Morningside Dr. Sidewalk Project**
6. **Approve Change Order #1 for 17th St. Sidewalk Project(MCCSC-Maple)**
7. **Dedication of Right-of-Way Re-plat Approval for Miller Courts Addition**
8. **Plat Approval for Park Place**
9. **Approve Amendment #1 to Agreement with Groomer Construction for Concrete Construction, Maintenance, and Repair**
10. **Approve Change Order #1 for Animal Shelter Renovation Contract with Neidigh Construction**

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

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

City of Bloomington
Housing and Neighborhood Development

On 8/25, 9/6, 9/13/2017, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

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

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

This ticket was issued to the property located at 2611 E. ROUNDHILL LN. 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: 10-3-17 Abatement Approved: (Y/N)

Property Owner: ALEXANDER GUL

Address: 2611 E. ROUNDHILL LN.
BLGTN. IN. 47401

Is this a rental? (Y/N)

Agent: N/A

Address: _____

Parcel Number: 53-08-10-403-002.000-009

Legal Description: 015-11230-00 SPICEWOOD SEC 1 LOT 36

Notice of Violation

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

Date 8-25-17 Time 11:10 Address/location 2611 E. ROUNDHILL LN, 47401

Issued by: 207

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

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

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

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

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

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

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

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

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

Comments: MOW ~~[illegible]~~ YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
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 ALEXANDER GUL
Address 2611 E. ROUNDHILL LN.
City BLGTN. 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 9-6-17 Time 2:25 Address/location 2611 E ROUNDHILL LN. 47401

Issued by: 207

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

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

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

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

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

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

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

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

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

Comments: MOW YARD, AND REMOVE BRUSH PILE FROM DRIVEWAY OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
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 ALEX GUH
Address 2611 E. ROUNDHILL LN.
City BLGTN. State IN
Zip Code 47401

Agent Name
Address
City State
Zip Code

BPW: _____

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

BPW. 10-3-17

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 9-13-17 Time 2:00 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by:

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

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

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

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

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

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

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

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

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

Comments: MOW YARD + REMOVE BRUSH PILE IN DRIVEWAY OR PROPERTY WILL BE ABATED.

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

Owner Name ALEXANDER GUL	**Agent Name**
Address 2611 E. ROUNDHILL LN.	Address
City BLGTN. State IN.	City State
Zip Code 47401	Zip Code

BPW: ✓

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

SHADOW GROVE

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, September 19, 2017 at 5:30 p.m. in the Utilities Service Board Room of City of Bloomington Utilities, 600 E. Miller Dr., Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

City Staff: Jo Stong – Housing and Neighborhood Development
Adam Wason – Public Works
Roy Aten – Planning and Transportation
Neil Kopper – Planning and Transportation
Andrew Cibor – Planning and Transportation
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

TITLE VI VIOLATIONS

Permission to Abate Property at 1426 W. 15th St.

Jo Stong, with Housing and Neighborhood Development, presented the Request to Abate Property at 1426 W. 15th St. See meeting packet for further details.

Boatman asked if this is the first time staff has cited this property.

Stong confirmed.

Cox Deckard asked if someone was preparing to hire a vendor for property maintenance.

Stong explained they were. However, the property is still in the same condition.

Palazzo made a motion to approve the Request to Abate Property at 1426 W. 15th St. Boatman seconded. The motion passed. Abatement approved.

Permission to Abate Vacant Lot at W. 11th St. and N. Summit St.

Stong presented the Request to Abate Vacant Lot at W. 11th St. and N. Summit St. See meeting packet for further details.

Boatman asked what will be done.

Stong explained that the brush piles and refuse would be removed.

Cox Deckard commended Stong for posting the notice to abate the property on a stake.

Boatman made a motion to approve the Request to Abate Vacant Lot at W. 11th St and N. Summit St. Palazzo seconded. The motion passed. Abatement approved.

CONSENT AGENDA

1. Approval of Minutes-September 5, 2017
2. Approve Extension of the Request from Indiana University to (IU) Temporarily Close the Southeast Corner of E. 7th St. and N. Indiana Ave.
3. Approve Memorandum of Understanding with Monroe County Government to Temporarily Close Sidewalk on N. College Ave.
4. Resolution 2017-83: Use of City Streets for Indiana University (IU) Homecoming Parade (Friday, 10/13)
5. Resolution 2017-84: Use of Metered Parking for First Friday at The Fell (Friday, 11/3)
6. Request for Noise Permit for Harmony School Extravaganza (Saturday, 9/23)
7. Request for Noise Permit for Oktoberfest (Sunday, 10/1)
8. Request for Noise Permit for Taste of East Africa (Saturday, 10/7)
9. Approval of Payroll Register for 9/15/17 in the amount of $387,107.49.

Adam Wason, with Public Works, added that City staff from various departments have coordinated with event organizers regarding the IU Homecoming event.

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

NEW BUSINESS

Approve Jackson Creek Trail INDOT-LPA Project Coordination Contract

Roy Aten, with Planning and Transportation, presented the Jackson Creek Trail INDOT-LPA Project Coordination Contract. See meeting packet for further details.

Boatman made a motion to approve the Jackson Creek Trail INDOT-LPA Project Coordination Contract. Palazzo seconded. The motion passed. Contract approved.

Approve Change Order #1 for Downtown Curb Ramp Construction

Aten presented Change Order #1 for Downtown Curb Ramp Construction. See meeting packet for further details.

Boatman asked the difference between transverse marking removal and line removal.

Aten explained transverse markings are the 2-foot wide lines typically found at a stop. Line removal covers the 4-inch wide lines. This is what prompted the change.

Palazzo made a motion to approve Change Order #1 for Downtown Curb Ramp Construction. Boatman seconded. The motion passed. Change Order approved.

Approve Change Order #2 for Downtown Curb Ramp Construction

Aten presented Change Order #2 for Downtown Curb Ramp Construction. See meeting packet for further details.

Boatman made a motion to approve Change Order #2 for Downtown Curb Ramp Construction. Palazzo seconded. The motion passed. Change Order approved.

Approve Change Order #3 for Downtown Curb Ramp Construction

Aten presented Change Order #3 for Downtown Curb Ramp Construction. See meeting packet for further details.

Boatman asked how many other contracts will be affected by the change.

Aten explained this will be the last one. This change is already incorporated in future contracts.

Palazzo made a motion to approve Change Order #3 for Downtown Curb Ramp Construction. Boatman seconded. The motion passed. Change Order approved.

Approve the Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project

Neil Kopper, with Planning and Transportation, presented the Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project. See meeting packet for further details.

Boatman made a motion to approve the Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project. Palazzo seconded. The motion passed. Contract approved.

Approve the Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering

Kopper presented the Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering. See meeting packet for further details.

Boatman asked if the City has worked with HWC Engineering before.

Palazzo made a motion to approve the Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering. Boatman seconded. The motion passed. Contract approved.

Approve the B-Line Extension INDOT-LPA Project Coordination Contract

Kopper presented the B-Line Extension INDOT-LPA Project Coordination Contract. See meeting packet for further details.

Boatman made a motion to approve the B-Line Extension INDOT-LPA Project Coordination Contract. Palazzo seconded. The motion passed. Contract approved.

Approve the Crosswalk Improvements

Kopper presented the Crosswalk Improvements INDOT-LPA Project Coordination Contract. See meeting packet for further details.

INDOT-LPA Project Coordination Contract

Boatman requested that staff provide an overview of all active design and construction contracts.

Wason added that this could be categorized by funding as well.

Palazzo made a motion to approve the Crosswalk Improvements INDOT-LPA Project Coordination Contract. Boatman seconded. The motion passed. Contract approved.

Approve the **Agreement with Ankriss for the 4th St. Parking Garage Skywalk Renovation Project**

Ryan Daily, with Parking Garage Operations, presented the Agreement with Ankriss for the 4th St. Parking Garage Skywalk Renovation Project. See meeting packet for further details.

Wason added that this project was done in close coordination with CFC and Fountain Square Mall. He explained that this project will be prioritized over the project mentioned in the next agenda item, to allow for completion before the holiday season.

Palazzo asked for clarification of the total amount.

Daily said it will be $83,380.20.

Cox Deckard asked how long the skywalk will be inaccessible.

Daily said it will be closed from the first week of October until Thanksgiving weekend.

Boatman made a motion to approve the Agreement with Ankriss for the 4th St. Parking Garage Skywalk Renovation Project**.** Palazzo seconded. The motion passed. Agreement approved.

Approve the **Contract with Ankriss for City Hall Atrium Wall Refurbishment Project**

Wason presented the Contract with Ankriss for City Hall Atrium Wall Refurbishment Project. See meeting packet for further details.

Palazzo made a motion to approve the Contract with Ankriss for City Hall Atrium Wall Refurbishment Project**.** Boatman seconded. The motion passed. Contract approved.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- Sanitation Modernization: This project is in the cart-delivery

phase. Carts are being delivered citywide, and should be used the week Oct. 2nd. The current sticker system will be in effect until then. The trash fees will be seen on the October water bill. The refund program will begin Oct. 16th. Current trash and recycling containers will be collected for recycling or reuse beginning on Oct. 9th.

Wason informed the Board of the petty cash needed to do cash refunds for trash stickers.

Cox Deckard reminded residents to pull their new carts back from the curb for storage.

- The following businesses were approved for Outdoor Seating Permits: Function Brewing (108 E. 6th St.), The Inkwell Cafe (105 N. College Ave.), Malibu Grill (106 N. Walnut St.), The Bishop (123 S. Walnut St.), Penn Station East Coast Subs (212 S. Indiana Ave.), and Video Saloon (219 N. Walnut St.).
- He encouraged residents to visit the Animal Shelter to find a forever-friend.
- The Animal Shelter construction project is on schedule.

APPROVAL OF CLAIMS

Wason addressed the following items on the claims register: vehicle purchases, and Downtown CRED. Boatman moved to approve the Claims Register for 8/28/17 - 9/22/17 in the amount of $1,965,152.37. Palazzo seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:12 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: Mobile Vendor in right of way

Petitioner/Representative: Darlene Gonzalez, Vilven LLC dba Juancho's Munchies

Staff Representative: Laurel Waters

Meeting Date: May 16, 2017

Darlene Gonzalez, Operations Manager of Vilven LLC, dba Juancho's Munchies, has applied to renew a Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling Venezuelan Cuisine.

This application is for one year. The license will be from October 4, 2017 until October 3, 2018.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-85

Mobile Vendor in Public Right of Way
Vilven LLC, dba Juancho's Munchies

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

WHEREAS, Vilven LLC, dba Juancho's Munchies ("Vendor") intends to renew Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and the vehicle that Vendor intends to use has had an independent safety inspection; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on October 4, 2016, and ending on October 3, 2017.

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

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

   a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
   b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
   c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
   d. Vendor shall remove his business from a public parking space within a reasonable time, no more

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

e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

1) City of Bloomington Farmers' Market;
2) City of Bloomington Holiday Market;
3) The Taste of Bloomington;
4) Lotus World Music and Arts Festival;
5) The Fourth Street Festival;
6) Arts Fair on the Square;
7) Strawberry Festival;
8) Canopy of Lights;
9) Fourth of July Parade; and
10) Any other special events approved by the City Controller.

ADOPTED THIS _____DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-85 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Darlene Gonzalez, Operating Manager
Vilven LLC, dba Juancho's Munchies

MOBILE VENDOR LICENSE APPLICATION

CITY OF BLOOMINGTON

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

1. License Length and Fee Application

Length of License:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☑ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	Darlene Gonzalez		
Title/Position:	Operations Manager		
Date of Birth:	10/14/1987		
Address:	3400 S Sare Rd #1327		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	vilvenllc@gmail.com		
Phone Number:		Mobile Phone:	(787) 366-7497

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

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

4. Company Information

Name of Employer:	Vilven LLC				
Address of Employer:	3400 S Sare Rd #1327				
City, State, Zip:	Bloomington, IN 47401				
Employment Start Date:	12/2013		End Date (If known):		
Phone Number:	(787) 366-7497				
Website / Email:	vilvenllc@gmail.com				
Company is a:	☑ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Juan Palacios	3400 S Sare Rd #1327 Bloomington, IN 47401
Gerardo Palacios	5440 NW 107 Ave #210 Doral, FL 33178

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

Date of incorporation or organization:	12/2013
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Venezuelan Cuisine (arepas, tequeños, empanadas, beverages) Equipment: Grill, griddle, fryer, warmer		
Planned hours of operation:	Tuesdays-Saturdays 11am-4am	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Downtown Bloomington	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach Approved City of Bloomington parking spaces	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☐	No ☑
(If Yes) Provide details		

Juancho Munchies

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

☑	A copy of the Indiana registration for the vehicle
☑	Copy of a valid driver's license
☑	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
☑	Proof of an independent safety inspection of all vehicles to be used in the business
☑	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
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
☑	A copy of the business's registration with the Indiana Secretary of State.
☑	A copy of the Employer ID number
☑	A signed copy of the Prohibited Location Agreement
☑	A signed copy of the Standards of Conduct Agreement
☑	Fire inspection (if required)
☑	Picture of truck or trailer
☑	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION ADVANCED AUTO CARE INC

INSPECTOR'S NAME ANY KOONIZ INSPECTOR'S PHONE # 812-330-1620

DATE OF INSPECTION 9-7-16

TAXICAB COMPANY —

VEHICLE YEAR 07 MAKE FORD MODEL F250

VIN 1FTSW21438EA85809

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	✓		
WINDSHIELD WIPERS	✓		
MIRRORS	✓		
SEATBELTS	✓		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	✓		
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		

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

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

Additional Comments by Inspector:

TRUCK AND TRAILER BOTH IN GOOD SHAPE

Inspector Signature

Date: 9-7-18

Attach this completed Inspection Sheet with your permit or renewal applicati
and remit to:
City of Bloomington
Department of Economic and Sustainable Development

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Advanced Auto Care

INSPECTOR'S NAME Dave INSPECTOR'S PHONE # 812 · 330-1620

DATE OF INSPECTION 9-22-17

TAXICAB COMPANY

VEHICLE YEAR 14 MAKE Diamond Cargo MODEL

VIN 53NBE1824E1024488

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		
FLASHERS	✓		
REFLECTORS	✓		
HORN	N/A		
WINDSHIELD WIPERS	N/A		
MIRRORS	N/A		
SEATBELTS	N/A		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	N/A		
TIRES	✓		
BRAKES	✓		
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		

CITY OF BLOOMINGTON INDIANA

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

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

Additional Comments by Inspector:

Inspector Signature

Date: 9-22-17

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

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

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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
13	10	03/27/17	08/27/15	53 - MONROE	R	17	XGW109	SP	9	16	N	TK	XGW109

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTICATION NUMBER	TYPE	COLOR
01/31/18	Bloomington	08	FOR	F25	1FTSW21Y38EA85809	TK	WHI/

	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	30.00	0.00	0.00	30.00	25.00	0.00	30.35	15.00	100.35
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 9,000

IINT

Legal Address
3400 S SARE RD APT 1108
BLOOMINGTON IN 47401-8008

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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

VILVEN LLC
3400 S SARE RD APT 1327
BLOOMINGTON, IN 47401-8008

1-3-2550

BATCH# 31466 SEQUENCE# 2550

PEEL HERE

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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
0	1	03/27/17	01/08/16	53 - MONROE	R	17	TR401ZAF	GP	9	16	Y	TR	TR401ZAF

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTICATION NUMBER	TYPE	COLOR
02/28/18	Bloomington	14	DIA		53NBE1824E1024488	TR	DBL/

	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	10.00	0.00	0.00	10.00	40.00	0.00	25.35	15.00	90.35
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 9,000

IINT

Legal Address
3400 S SARE RD APT 1108
BLOOMINGTON IN 47401-8008

VILVEN LLC
3400 S SARE RD APT 1327
BLOOMINGTON, IN 47401-8008

2-3-2551

BATCH# 31466 SEQUENCE# 2551

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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

PEEL H

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2017

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

Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: FLIP Program Support
PHONE (A/C, No, Ext): (888) 568-0548 FAX (A/C, No):
E-MAIL ADDRESS: info@fliprogram.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Alliance Insurance Co.	26832
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Vilven LLC, DBA Juancho's Munchies
3400 S Sare Rd 1327
Bloomington IN 47401

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PL1744427-F036155	09/19/2017	09/19/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							ANIMAL BAILEE	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26, ED. 04 13)

CERTIFICATE HOLDER

City of Bloomington
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

State of Indiana
Office of the Secretary of State

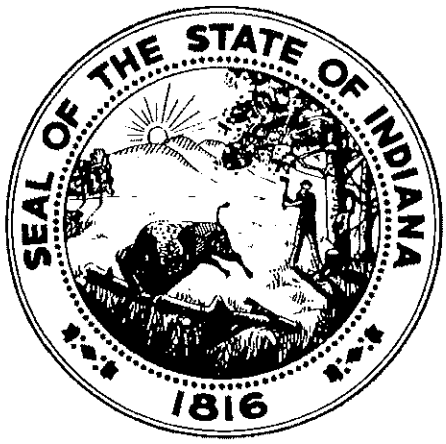
CERTIFICATE OF ORGANIZATION

of

VILVEN LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, December 08, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 09, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2013120900113 / 2013120900113

REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1500126420535

VILVEN LLC
3162 E COVENANTER DR
BLOOMINGTON, IN 47401-5475

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

TID: 0147990009
LOC: 001
FID: 46-4276959/0

ISSUED: 12/02/2015
EXPIRES: 12/31/2017

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

VILVEN LLC
3400 S SARE RD APT 1108
BLOOMINGTON, IN 47401-8008

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

1500126420535

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Darlene Gonzalez
Vilven LLC

Signature: Darlene Gonzalez Vilven LLC

Date: 9/22/2017

John Hamilton
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

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

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

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

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.

€ No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

€ Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred

€ Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk

€ Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:

- Be placed approximately 20 feet from a building or structure;
- Provide a barrier between the grill or device and the general public;
- The spark, flame or fire shall not exceed 12 inches in height;
- A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;

€ Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales

€ No mobile food vendor unit shall ever be left unattended

€ Mobile food vendor units shall not be stored, parked or left overnight on any City property

€ All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains

€ All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes

€ No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department

€ All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code

€ All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code

€ No mobile food vendor shall have a drive-thru

€ The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".

- Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

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

Vendor:

Name: Darlene Gonzalez
Vilven LLC

Signature: Darlene Gonzalez Vilven LLC

Date: 9/22/2017

City of Bloomington
Fire Department

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

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

Food Vendor Certificate

Date: 09/19/2017

Business Name: Juancho Munchies

Address: 3400 S Sare RD
Apt 1327

Phone:

The following permit has been issued:

Permit No. 17-092

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/19/2017
Effective Date: 09/19/2017
Expiration Date: 09/19/2018

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

Timothy N Clapp 9/19/2017

Inspector: Tim Clapp **Date**

We Deliver!
Mr. DELIVERY
JUANCHO'S MUNCHIES

JUANCHO'S MUNCHIES

Mobile Food Service Establishment

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

JUANCHO'S MUNCHIES
JUAN PALACIOS
3400 S. SARE RD, APT 1108
BLOOMINGTON, IN 47401

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

Issued MAR 01 2017

By Thomas W Shafaro

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

ServSafe
National Restaurant Association

EXAM FORM NO. 4862

CERTIFICATE NO. 10227291

ServSafe® CERTIFICATION

TO DARLENE GONZALEZ

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

07/22/2013

DATE OF EXAMINATION

07/22/2018

DATE OF EXPIRATION

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

Paul Hineman
Executive Vice President, National Restaurant Association

ANSI
CREDITED PROGRAM
National Standards Institute
Conference for Food Protection

#0655

Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe is a registered trademark of the NRAEF, used under license by National Restaurant Association Solutions, LLC.
ServSafe is a trademark of the National Restaurant Association.

Board of Public Works
Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Morgan D. Bearsch

Staff Representative: Laurel Waters

Meeting Date: October 3, 2017

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

The business will operate from a pushcart selling corn dogs and water.

This application is for one (1) year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-86

Pushcart in Public Right of Way
Morgan D. Bearsch, The Sandwich Spot

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

WHEREAS, The Sandwich Spot ("Vendor") intends to seek a Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

WHEREAS, Vendor will produce a type of spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vender permit from the City of Bloomington Fire Department, which Vendor has obtained; and

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for three months, beginning on October 4, 2017, and ending on October 3, 2018.

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

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

Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

1) City of Bloomington Farmers' Market;
2) City of Bloomington Holiday Market;
3) The Taste of Bloomington;
4) Lotus World Music and Arts Festival;
5) The Fourth Street Festival;
6) Arts Fair on the Square;
7) Strawberry Festival;
8) Canopy of Lights;
9) Fourth of July Parade; and
10) Any other special events approved by the City Controller.

ADOPTED THIS____DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-86 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Morgan D. Bearsch, The Sandwich Spot

PUSHCART LICENSE APPLICATION

CITY OF BLOOMINGTON

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

1. License Length and Fee Application

Length of License:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☑ 6 Months	☑ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	Morgan D. Bearsch		
Title/Position:	partner / co-owner		
Date of Birth:	8/23/1988		
Address:	621 W. 7th Street		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	mdbearsch@gmail.com		
Phone Number:	812-325-7902	Mobile Phone:	

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

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

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

4. Company Information

Name of Employer:	The sandwich spot				
Address of Employer:	621 W. 7th Street				
City, State, Zip:	Bloomington, IN 47404				
Employment Start Date:	7/10/17	End Date (If known):			
Phone Number:	812-325-7902				
Website / Email:	~~indianasandwichcompany.com~~ thesandwichspot bloom@gmail.com				
Company is a:	☐ Limited Liability Corporation (LLC)	☐ Corporation	☒ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Morgan "Dani" Bearsch	621 W. 7th Street Bloomington, 47404
Christian Teeple	707 1/2 N. Lincoln St. 47408

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

Date of incorporation or organization:	7/10/17
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Type of food	Fresh, made to order sandwiches Chips, water, soda	
Planned hours of operation:	~~Monday~~ Thursday - Sunday 9pm-3am + events	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Atlas Bar Upland West ~~[illegible]~~ Festival Events	
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes ☐	No ☑
(If Yes) Provide details		

A Sandwich SPOT

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

☑	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
☑	A copy of your business's registration with the Indiana Secretary of State. • Recorder's Office Assumed Business Name
☑	A copy of your Employer ID number
☑	A signed copy of the Prohibited Location Agreement
☑	A signed copy of the Standards of Conduct Agreement
☑	Fire inspection (if required)
☐	Picture of pushcart
☑	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	L Waley		

BLOOMINGTON

Laurel Waters <watersl@bloomington.in.gov>

Re: Push Cart Application

1 message

Dani Bearsch <mdbearsch@gmail.com> Thu, Sep 28, 2017 at 11:22 AM
To: Laurel Waters <watersl@bloomington.in.gov>

Yes, please do. We are a partnership, so if you could change the documentation to reflect that, I would much appreciate it!!

Thank you!
Morgan Bearsch

On Sep 28, 2017 10:43 AM, "Laurel Waters" <watersl@bloomington.in.gov> wrote:

> Good morning Morgan,
>
> Our City attorney has reviewed your application. He noticed that you marked yourself as an LLC, when that doesn't appear to be what your are. I'd like your permission to change your application to mark you as a "partnership." In order to do that, could you send me an email letting me know you have given me permission to change your application.
>
> Thank you,
> Laurel
>
> --
>
> Laurel Waters
> City of Bloomington
> Economic & Sustainable Development
> 812.349.3418
> watersl@bloomington.in.gov

Board of Public Works
Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Lucas Forbes, Big Dawg's LLC

Staff Representative: Laurel Waters

Meeting Date: October 3, 2017

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

The business will operate from a pushcart selling corn dogs and water.

This application is for one (1) year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Laurel Waters

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-87

Pushcart in Public Right of Way
Lucas Forbes, Big Dawg's LLC

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

WHEREAS, Big Dawg's LLC ("Vendor") intends to seek a Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

WHEREAS, Vendor will produce a type of spark, flame, or fire, and therefore, Vendor is required to obtain a temporary vender permit from the City of Bloomington Fire Department, which Vendor has obtained; and

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for three months, beginning on October 4, 2017, and ending on October 3, 2018.

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

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

Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

1) City of Bloomington Farmers' Market;
2) City of Bloomington Holiday Market;
3) The Taste of Bloomington;
4) Lotus World Music and Arts Festival;
5) The Fourth Street Festival;
6) Arts Fair on the Square;
7) Strawberry Festival;
8) Canopy of Lights;
9) Fourth of July Parade; and
10) Any other special events approved by the City Controller.

ADOPTED THIS____DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-87 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Lucas Forbes, Big Dawgs LLC

PUSHCART LICENSE APPLICATION

CITY OF BLOOMINGTON

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

1. License Length and Fee Application

Length of License:	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	☒ 1 Year
License Fee:	$25	$30	$50	$75	$150	$200	$350

2. Applicant Information

Name:	Lucas Forbes		
Title/Position:	Owner		
Date of Birth:	10/21/1997		
Address:	51820 Waterford Green Dr.		
City, State, Zip:	Granger, IN, 46530		
E-Mail Address:	lucasforbes13@gmail.com		
Phone Number:	(574) 339-7212	Mobile Phone:	

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

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

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

JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

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

p 812.349.3418
f 812.349.3520

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Pushcart License. The full application is attached, along with important contact information and relevant Bloomington Municipal Code.

Please contact the Department of Economic and Sustainable Development at 812-349-3418 for information and assistance in securing the license and the other permissions that may be necessary to operate within the City of Bloomington.

The City of Bloomington
Department of Economic and Sustainable Development

4. Company Information					
Name of Employer:	Big Dawg's LLC				
Address of Employer:	51820 Waterford Green Dr.				
City, State, Zip:	Granger, IN, 46530				
Employment Start Date:	08/01/17	End Date (If known):	NA		
Phone Number:	(574) 339-7212				
Website / Email:	lucasforbes13@gmail.com				
Company is a:	☒ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information	
Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.	
Name	**Address**
Lucas Forbes	51820 Waterford Green Dr Granger, IN, 46530

6. Company Incorporation Information (For Corporations and LLC's Only)	
Date of incorporation or organization:	08/01/17
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

7. Description of product or service to be sold and any equipment to be used		
• Push Cart • Corn Dogs, water		
Planned hours of operation:	Wed – Sat 9:00PM – 1:00AM	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood Ave.	
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach See Back	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

8. You are required to secure, attach, and submit the following:	
☑	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
☑	A copy of your business's registration with the Indiana Secretary of State.
☑	A copy of your Employer ID number
☑	A signed copy of the Prohibited Location Agreement
☑	A signed copy of the Standards of Conduct Agreement
☑	Fire inspection (if required)
☑	Picture of pushcart
☑	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only			
Date Received: 9-21-17	Received By: Brian Payne	Date Approved:	Approved By:

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/29/2017	Payroll				385,763.17
					385,763.17

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 **$ 385,763.17**

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:	Unsafe Order to Seal More Than 90 Days
Petitioner/Representative:	Department (add organization/representative if applicable)
Staff Representative:	Michael Arnold
Date:	03 October 2017

Report:	14 August 2017	Received an email complaint regarding unsafe structure
	14 September 2017	Sent Order to Seal More Than 90 Days

HAND received a complaint regarding unsafe conditions at this location. A drive by inspection of the property showed that s tree limb as shattered the picture glass window in the front of the structure. There is also a hole in the garage door and possibly a door open to the garage. This structure has been vacant for several years and it is expected it will remain vacant. Therefore, HAND is requesting Order to Seal for More Than 90 Days which requires a hearing before the Order can go into effect.

Recommendation and Supporting Justification: Order to Seal More Than 90 Days, pictures

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

City of Bloomington
Housing and Neighborhood Development

12 September 2017

Vatche Khachatrian
4236 E. Cambridge Dr.
Bloomington IN 47408

UNSAFE BUILDING
ORDER TO SEAL

RE: Structure(s) located at 1825 S. Covey Ln., Bloomington, Indiana 47401
Legal description of relevant property: 015-26270-00 Huntington Park W½ Lot 180

You are the recorded owner of the aforementioned property ("Property"). A complaint was received regarding this property and a drive by inspection was conducted and it was determined the Property contained an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: commencing on the date of receipt of this Order to Seal.

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

Properly seal all openings to the main structure and the garage including but not limited to the broken picture window, the hole in the garage door and what appears to be an open access door on the north side of the garage.

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 28 August 2017. The inspection(s) revealed that the property is:

- ☒ In an impaired structural condition that makes it unsafe to a person or property;
- ☐ A fire hazard;
- ☐ A hazard to the public health;
- ☐ A public nuisance;
- ☐ Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
  17.16.060(a); and/or

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

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 03 October 2017**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

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

Date 9/12/17

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

(a) All openings of a building shall be closed.

(b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:

(1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.

(A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.

(B) If there is no slide trim or furring strip, an equivalent block shall be installed.

(C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.

(D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.

(2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.

(A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.

(B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

(3) In case of a ground level door the following method of securing shall be used:

(A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and

(B)The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.

(C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

(c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.

(d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:

(1) Plywood or oriented strand board: no less than one-half-inch exterior grade;

(2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and

(3) Bolts: no less than three-eighths-inch carriage bolts.

(e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

Board of Public Works
Staff Report

Project/Event: Campus Costume Festival & Parade

Petitioner/Representative: Kimberly McGuire

Staff Representative: Sean Starowitz

Meeting Date: October 3, 2017

Event Date: Saturday, October 7, 2017

Campus Costume at 216 S. College Avenue request they be allowed to close W. 4th Street from South College Avenue to just east of Gentry Drive from Noon to 9:00 p.m. on Saturday, October 7, 2017 to accommodate a stage and food vendors during their Festival Parade & Coffin Races.

Notification was made to businesses and feedback from those businesses resulted in a change of their request.

They have filled out a Noise Permit application and are requesting to be allowed to play live amplified music from 1:00 p.m. until 9:00 p.m. They will hold a parade and coffin races in their parking lot at 216 S. College Avenue between the hours of 1:00 p.m. and 4:00 p.m.

This is a benefit for The Updraft.

Staff has worked with the organizers of this event and recommend approval.

BOARD OF PUBLIC WORKS
RESOLUTION 2017-88

CAMPUS COSTUME FESTIVAL & PARADE

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 Campus Costume Festival & Parade (hereinafter referred to as Campus Costume) would like to have the City close W. 4th Street from S. College Avenue to just east of Gentry Drive from 12:00 p.m. until 10:00 p.m. so that Campus Costume can have food vendors and a stage as part of their Festival and Parade/Coffin Races. The event will run from 1:00 p.m. until 9:00 p.m. This event is a fundraiser for the Updraft organization.

WHEREAS, Campus Costume 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 West 4th Street from S. College Avenue just east of Gentry Drive be closed beginning at 12:00 p.m. on Saturday, October 7, 2017 and ending at 10:00 p.m. on Saturday, October 7, 2017 as indicated on the attached map.

2. Campus Costume shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of 4th Street. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.

3. Campus Costume shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Campus Costume shall obtain and place at its own expense Jersey Barriers and signage required by the Traffic Plan. Campus Costume shall not close the streets until 12:00 p.m. on Saturday, October 7, 2017 and shall remove barriers and signage by 10:00 p.m. on Saturday, October 7, 2017.

4. Campus Costume 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.

5. Campus Costume 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 10:00 p.m. on Saturday, October 7, 2017.

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 1:00 p.m. and 9:00 p.m. as part of the Campus Costume Festival and Parade.

7. Campus Costume shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

8. Campus Costume, 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.

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

ADOPTED THIS _____ DAY OF_____, 2017.

BOARD OF PUBLIC WORKS:	CAMPUS COSTUME.
_____	_____
Kyla Cox Deckard	Signature
_____	_____
Kelly M. Boatman	Printed Name
_____	_____
Dana Palazzo	Title

BLOOMINGTON

Laurel Waters <waterslbloomington.in.gov>

Re: Campus Costume Application

1 message

Scott Oldham <oldhams@bloomington.in.gov> Fri, Sep 15, 2017 at 10:46 AM
To: Laurel Waters <waterslbloomington.in.gov>

No Adam said he didn't need me on this one and frankly, I have another meeting I need to be at.

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

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

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

On Fri, Sep 15, 2017 at 8:23 AM, Laurel Waters <waterslbloomington.in.gov> wrote:

> Will you be attending today's meeting set up by Adam to discuss your concerns?
>
> Laurel
>
> On Thu, Sep 14, 2017 at 4:28 PM, Scott Oldham <oldhams@bloomington.in.gov> wrote:
>
> > We have some concerns over the event as well. Nothing that will halt it but some considerations which will need to take place.
> >
> > Scott Oldham
> > Captain of Operations
> > Bloomington Police Department
> > 220 East Third Street
> > Bloomington, Indiana 47401
> > 812-349-3309 office
> > oldhams@bloomington.in.gov
> >
> > "The mission of the Bloomington Police Department is to safeguard life and property while respecting diversity, encouraging civility, solving problems, and maintaining a high standard of individual integrity and professionalism."
> >
> > **Confidentiality Notice**: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature,

or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited.

On Thu, Sep 14, 2017 at 3:28 PM, Adam Wason <wasona@bloomington.in.gov> wrote:

Crystal,

The intent of tomorrow's meeting is to find out more about how they plan to use the ROW on 4th Street. Once that occurs, we can coordinate on if they need additional permits from Parks.

Adam Wason

Director, Public Works Department
City of Bloomington, IN
wasona@bloomington.in.gov
812.349.3516
bloomington.in.gov

On Thu, Sep 14, 2017 at 3:09 PM, Crystal Ritter <ritterc@bloomington.in.gov> wrote:

Hello All,

Dave Williams forwarded this email as I handle special permits for usage of the trails. They would need to fill out a B-line Special Use Permit which can be found here. They would not be able to completely close or block the trail but could apply to do a parade down the trail. Could you please have them contact me or share their contact information and I can reach out to them?

Thanks,

On Thu, Sep 14, 2017 at 1:29 PM, Dave Williams <williamd@bloomington.in.gov> wrote:

Thanks, Dave

Begin forwarded message:

From: Dan Backler <backlerd@bloomington.in.gov>
Date: September 14, 2017 at 12:41:27 PM EDT
To: Laurel Waters <watersl@bloomington.in.gov>
Cc: Adam Wason <wasona@bloomington.in.gov>, Scott Oldham <oldhams@bloomington.in.gov>, Joe Johnson <johnsonj@bloomington.in.gov>, Ian Patton <pattoni@bloomingtontransit.com>, Sean Starowitz <starowis@bloomington.in.gov>, Valerie Hosea <hoseav@bloomington.in.gov>, Andrew Cibor <cibora@bloomington.in.gov>, Dave Williams <williamd@bloomington.in.gov>
Subject: Re: Campus Costume Application

All,

Gentry Street is one-way south. The closure diagram shows the south end blocked off. This would make it so that anyone leaving the Hyatt Place parking garage or coming south on Gentry Street would be stuck. Closing Gentry Street is not an option because that would cut off access to the parking garage. When this parade was first discussed I heard from James Eno with Hyatt Place who voiced this concern to me and to the applicant. Also, I spoke with the Paul White directly about this concern so the fact that this was not addressed is a little troubling. Mr. Eno is aware of the meeting and I believe he will be speaking against the closure if it is to proceed as shown. I also want to make sure that Dave Williams is aware of the proposed obstruction to the B-Line. This sounds like a fun event but Planning and Transportation cannot support it until these issues are worked out. If the B-Line closure is acceptable and the parade could stick to the sidewalk until it gets west of Gentry so that Gentry traffic can go east on 4th St it would be a huge improvement.

Thanks,
Dan

On Thu, Sep 14, 2017 at 11:24 AM, Laurel Waters <watersl@bloomington.in.gov> wrote:

Hello again,

Campus Costume has agreed to change the date of their event to October7th so that it does not conflict with Lotus. If anyone has concerns please let me know today because it is going before BPW next Tuesday. Public Works and ESD staff support their request.

Laurel

On Wed, Sep 13, 2017 at 4:31 PM, Adam Wason <wasona@bloomington.in.gov> wrote:

Lets all hold tight for right now.

It appears that they may try for the following Saturday, so you could certainly start giving that some thought.

Adam Wason

Director, Public Works Department
City of Bloomington, IN
wasona@bloomington.in.gov
812.349.3516
bloomington.in.gov

On Wed, Sep 13, 2017 at 2:44 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:

Good afternoon all,

We have a very late addition to next week's Board of Public Works Meeting. I have attached the special event application for Campus Costume. They are requesting to close 4th Street to Madison on September 30th from 1 - 4 pm. They are also requesting a noise permit so they can have a live band in their parking lot, as well as food trucks.

This is Lotus weekend so the Administration does not support this event, and has expressed this to the organizers. If they could find another weekend then staff would be happy to work

with them.

Scott: The parade permit is included in their application.

Let me know you thoughts please.

Laurel

--

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

--

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

--

Daniel A. Backler, P.E.
City Of Bloomington
Planning and Transportation Department
Public Improvements Manager
Office: 812-349-3522
Cell: 812-327-3035
Fax: 812-349-3520

--

Crystal Ritter
Community Events Coordinator
City of Bloomington Parks and Recreation
PO Box 848
Bloomington, Indiana 47402
Office: 812-349-3725
Fax: 812-349-3705
ritterc@bloomington.in.gov

--

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

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:	Kimberly McGuire		
Contact Phone:	812 219 6999	Mobile Phone:	Same
Title/Position:	President Owner		
Organization:	Campus Costume		
Address:	216 S College Ave		
City, State, Zip:	Bloomington In 47404		
Contact E-Mail Address:	Campus Costume @ yahoo. Com		
Organization E-Mail and URL:			
Org Phone No:		Fax No:	

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

Organization Name:	The UPDRAFT. org	Jerry Kemp	
Address:			
City, State, Zip:			
Contact E-Mail Address:	updraft. staff @ gmail. Com		
Phone Number:	812 679 7707	Mobile Phone:	Same
Organization Name:	Food truck Friday -		
Address:	- Chocolate Moose	- Smokeaters	
City, State, Zip:	- La Pobiano's	- Kebab on Wheels	
E-Mail Address:	- Creative Carvers	- The Big Cheese	
Phone Number:		Mobile Phone:	
	Jordan - 317 439 3903		
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:	October 7, 2017
Time of Event:	Date: 10.7.17 Start: 1pm Date: End: ~~9pm~~ 8pm
Setup/Teardown time Needed	Date: 10.7.17 Start: noon Date: End: 10pm
Calendar Day of Week:	Saturday, October 7, 2017
Description of Event:	Festival, Parade, Coffin Races. 4th Street from S. College to just east of Gentry Street will be closed for entertainment and food vendors. The private parking lot will be used for a parade and coffin races.
Expected Number of Participants:	800-1500 spectators 800-1500 Spectations Expected # of vehicles (Use of Parking Spaces to close): All parking along the closed portion of 4th Street

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

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

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

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

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

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

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

8.
CHECKLIST

✠	Determine what type of Event
✠	Complete application with attachment ❑ Detailed Map ❑ Proof of notification to businesses/residents (copy of letter/flyer/other) ❑ Maintenance of Traffic Plan ❑ Noise Permit Application (if applicable) ❑ Certificate of Liability Insurance ❑ Secured a Parade Permit from Bloomington Police Department (if applicable) ❑ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) ❑ Waste and Recycling Plan (if applicable)
✠	Date Application will be heard by Board of Public Works **October 3, 2017**
❑	Approved Parks Special Use Permit (if using a City Park) Not applicable
❑	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) **No list available currently**

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By: SS
	Bloomington Police		Oldham
	Bloomington Fire		Joe Johnson
	Planning & Transportation		Dan Backler
	Transit		Ian Patton
	Public Works		
	Board of Public Works		

SPECIAL EVENT APPLICATION

Waste and Recycling Plan

For:

THE UPDRAFT & Campus Costume

Proposed date: ~~September 30, 2017~~
Oct 7, 2017

This event will be held on private property with the exception of a proposed parade and coffin races. Because of this, the plan may be unnecessary for inclusion, but it is also deemed important and is included in this application process.

Paul White Sr. of Paul White Enterprises, a member of the Monroe County Solid Waste District Citizens Advisory Committee, will be supervising and training volunteers in the process of proper waste disposal and recycling.

1. **There will also be containers for trash, glass, plastic and metal, placed conveniently throughout the event to prevent waste from spreading into the public right of way.**

2. **Campus Costumes has a dumpster on the property for which trash will be disposed into throughout the event when containers are deemed to be in need of dumping.**

3. **All trash and recyclable materials will be placed in the dumpster area of Campus Costume to be disposed of in a timely manner.**

4. **At the end of the event there will be a final sweep of the private space and public right of way to remove any remaining litter that might remain.**

Updraft & Campus Costume Coffin Races
Notice of Date and Road Usage Change

8/27/2017
Dear Resident or Business
RE: Updraft & Campus Costume Coffin Races
Date of Event: Oct 7, 2017 from 1pm-8pm

Contact Email: Campuscostume@yahoo.com
Campus Costume: 812-339-5284

This is your notice of an exciting community event happening in your area! The Updraft & Campus Costume Coffin Races will take place on Saturday, Oct 7, 2017. Proceeds from the event will be going to "The Updraft". Please check out the website for this charity at theupdraft.org.

We are taking this opportunity to inform you that the event will take place along a route in your neighborhood and would like to invite you to participate in the action. You are welcome to be a part of the event in a number of ways by racing your coffin and team through the streets, participating in the parade, setting up a booth to promote your business or by coming to enjoy this fun day with your community

While most of the event will be in the parking lot at 216 S College, College Square, we are seeking permits to use a portion of 4th street from noon to 9pm, The portion of 4th street we are seeking to barricade begins at college and 4th street and ends just East of Gentry.

There will be restricted access during the time period between noon and 9 pm to accommodate for set up and then clean up as well as the parade and race. We wish to accommodate as much as possible. For any concerns or questions, please call Kimberly at 812-219-6999. We hope that these events do not inconvenience you in any way.

Sincerely,
Kimberly McGuire
Owner, Campus Costumes
Cell 812-219-6999

2017 Campus Costume

xxxx = Barricades

By: watersl
18 Sep 17

100 0 100 200 300

N

City of Bloomington
Economic & Sustain. Dev.

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: **Tamarron Neighborhood Block Party**

Petitioner/Representative: Carole Damon, Tamarron HOA

Staff Representative: Sean Starowitz

Meeting Date: October 3, 2017

The Tamarron Homeowners Association requests the Board's permission to close a public street to hold a neighborhood block party on Saturday, October 21, 2017 from 10:00 a.m. to 11:00 p.m. The event hours are 4:00 p.m. until 8:00 p.m.

Pending Board approval this neighborhood gathering will temporarily close N. Callery Drive in front of 806 & 808 N. Callery Drive. A noise waiver is included in the Resolution so that they might place music between the hours of 4:00 p.m. and 8:00 p.m. This is the 25th year for this event and the first time coming before the Board of Public Works. They expect 95 participants.

They have had opposition from a neighbor which is why it is coming before the Board this year. Their neighbor, Mr. Thomson, was concerned about the length of time the tents stayed up after this event. An agreement has been reached where the Neighborhood Association has agreed to remove the tents by 11:00 p.m. the night of the event.

Recommendation and Supporting Justification: Staff supports the street closure for the Tamarron Neighborhood Block Party. The Maintenance of Traffic Plan (MOT) has been approved by Planning and Transportation Department.

Staff supports this event.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017-89

Tamarron Block Party

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

WHEREAS, the Tamarron Homeowners Association (hereinafter referred to as "Tamarron") is desirous of closing North Callery Drive in front of 806 & 808 North Callery Drive to hold a block party; and

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

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

1. The City of Bloomington Board of Public Works declares that North Callery Drive in front of 806 & 808 North Callery Drive which begins at the intersection of East Callery Court be closed on Saturday, October 21, 2017, from 10:00 a.m. until 11:00 p.m. for the purposes of staging a neighborhood block party to be held between 4:00 p.m. until 8:00 p.m. on Saturday, October 21, 2017.

2. 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 Type 3 barricades and signage required by the Traffic Plan. The Neighborhood agrees to close the street not before 10:00 a.m. on Saturday, October 21, 2017, and to remove barricades, tents and signage by Saturday, October 21, 2017 at 11:00 p.m.

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

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

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

7. The Neighborhood shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans/recycle bins. Clean-up after the event shall be completed by 11:00 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

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

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

_____
Signature

_____
Printed Name
Tamarron HOA

_____
Date:

Oct 3rd

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

Received in ESD
SEP 14 2017.
email

1. Applicant Information

Contact Name:	Carole Damon		
Contact Phone:	812-331-9095	Mobile Phone:	812-360-1828
Title/Position:	Manager		
Organization:	Tamarron HOA		
Address:	323 E Winslow Rd Ste 100		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	cdamon@homefinder.org		
Organization E-Mail and URL:			
Org Phone No:	812-331-9095	Fax No:	

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

Organization Name:	Wagon Wheel		
Address:	1915 S. Walnut Street		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:			
Phone Number:	812-333-2420	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 XX Block Party ❑ Parade ❑ Other (Explain below in Description of Event)
Date(s) of Event:	Saturday October 21
Time of Event:	Date: Oct 21 Start: 4:00 p.m. Date: End: 8:00 p.m.
Setup/Teardown time Needed	Date: Oct 21 Start: 10:00 am Date: ~~Oct 22~~ 21st End: ~~3:00 p.m.~~ 11pm / Petitioner changed time L.W.
Calendar Day of Week:	Saturday
Description of Event:	Hello, this is our 25th annual neighborhood party! We would like to have it in the street between addresses 808 and 806 N Callery Drive. This section of the street will not block access to any drives and emergency vehicles will be able to access any home if need be. We will be setting up tents for tables and chairs for persons to sit at, tables for food. We are having it catered by Wagon Wheel.
Expected Number of Participants:	95 — Expected # of vehicles (Use of Parking Spaces to close):

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

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

8.

CHECKLIST

☑	Determine what type of Event block PARTY
☐	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) NA ☐ Certificate of Liability Insurance NA ☐ 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) NA
☐	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	9/15/17	
	Bloomington Police		
	Bloomington Fire OK 9/15/17		
	Planning & Transportation	9/26/17	
	Transit NO effect ON Routes		
	Public Works		
	Board of Public Works		

MASTER RENTAL
www.masterrental.com

2002 W. 3rd STREET
BLOOMINGTON, IN 47404
(812) 332-0600
FAX (812) 332-7580

MASTER PARTY CENTRAL RENTAL

ADJUSTMENTS FOR EQUIPMENT PROBLEMS WILL NOT BE MADE UNLESS WE ARE NOTIFIED IMMEDIATELY OF A MALFUNCTION. DO NOT KEEP THE EQUIPMENT FOR THE FULL RENTAL PERIOD AND THEN EXPECT AN ADJUSTMENT.
CALL STORE AT ANY HOUR.

RENTED TO	JOB LOCATION	TICKET #
GENTRY, DAVE 3808 TAMARRON DR. BLOOMINGTON IN 47408	CALL DAVE BEFORE SETUP TAMARRON HOME OWNERS ASSOCIATI SETS UP ON CALLERY DR BLOOMINGTON IN 47404	Res# 59080

DL/ID #	DOBth	SSN	PHONE		DATE	TIME
NA-000435598			C (812) 322-6491	OUT	10/21/17	10:00 AM LMH
WHY?	**PO/JOB #**	**RECEIVED BY**				
0		GET		DUE	10/23/17	7:30 AM CCC

RESERVATION — Charge for 1.00 Day(s) — Page: 1

QTY	ITEM#		MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT		NET AMT
Rental Text :		IF COPYING THIS TICKET, REMOVE DISCOUNTS WE GAVE FOR 2016 BECAUSE OF OUR SERVICE.										
1	7358-0001	TENT 20X20 HIGH PEAK FRAME (INCL SETUP/DEL <10)								220.00		220.00
	$220.00/D						220.00	660.00	1320.00			
1	7358-0005	TENT 20X20 HIGH PEAK FRAME (INCL SETUP/DEL <10)								220.00		220.00
	$220.00/D						220.00	660.00	1320.00			
2	7359-0000	TENT SIDE 8X20 WHITE WINDOW								46.00		46.00
	$23.00/D						23.00	69.00	138.00			
2	7374-0000	TENT SIDE 8X20 WHITE SOLID								35.00		35.00
	$17.50/D						17.50	52.50	105.00			
8	7369-0000	TENT BARREL ANCHORS								24.00		24.00
	$3.00/D						3.00					
24	7109-0000	TABLE 8' X 30" BANQUET								176.40		176.40
	$7.35/D						7.35	21.00	42.00			
115	7012-0000	CHAIR - BROWN								115.00	11.50	103.50
	$1.00/D						1.00	2.90	5.70			
1	7336-0003	FUNHOUSE 15X15 INFLATABLE								163.75		163.75
	$103.00/4		25.75	103.00	128.75	163.75						
1	4088-0014	FAN, FUNHOUSE (#51)								0.00		0.00
	.00/D											
1	1585-0000	TARP-SMALL FOR GAMES								0.00		0.00
	.00/D						.00					
4	2839-0000	BARRICADE, TYPE III								100.00		100.00
	$25.00/0						25.00	75.00	225.00			
1	8	FUEL SURCHARGE-DELIVERY/PICKUP							5.50	5.50		5.50
4	9992	TENT SIDES INSTALLATION							8.00	32.00		32.00

Rental Note(s) : **DO NOT LEAVE TENT UP IN HIGH WINDS**

SUMMER STORE HOURS:
7:30AM-5:30PM MON-FRI
8:00AM-4:00PM SAT, CLOSED SUN
AFTER HRS LEAVE MESSAGE

RENT	1088.65	PREV PAID	150.00
SALES	32.00	PAID NOW	0.00
OTHER	5.50		
DW/FEES	152.41		
ADDL TAX	0.00		
SALES TAX	89.51		
DEPOSIT	150.00		
TOTAL DUE	1518.07	TOTAL PAID	150.00
EST AMT DUE	1368.07		

I HAVE READ AND I AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS CONTRACT WHICH CONSTITUTE OUR ENTIRE AGREEMENT. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT. I HEREBY AUTHORIZE MASTER RENTAL CENTER TO MAKE APPROPRIATE CHARGES TO MY CREDIT CARD AND/OR CHECK.

LESSEE X

PLEASE NOTE DUE IN TIME AND DATE

DECLINES DAMAGE WAIVER (initial) _____. If declined, additional deposit required.

LESSEE IS RESPONSIBLE FOR ALL DAMAGE

26-SEP-17 13:46:24

CHARGES ARE CALCULATED SOLELY ON THE TIME AND DATES STAMPED ON THE CONTRACT NOT TIME USED. IF YOU ARE NOT USING THE EQUIPMENT RETURN IT.
WE CHARGE FOR SUNDAYS AND HOLIDAYS.

25th ANNUAL TAMARRON NEIGHBORHOOD PICNIC

Can you believe it's been 25 years? Please join us for the quarter of a century — 25th Annual Neighborhood Fall Picnic on Saturday, October 21 starting at 4:30 p.m. on Callery Drive. The Association will be providing Pulled Pork BBQ, Hamburgers, Hot Dogs, Grilled Chicken Breasts, Veggie Burgers, Baked Beans, Cole Slaw, Tea, Lemonade, Plates, Utensils and Napkins. Bring a side dish or dessert to share with your neighbors! There will be a bouncy house and fun activities for the kids!

We will be closing Callery Drive from north of 806 Callery and south of 808 Callery Drive starting at 10:00 a.m. on Saturday, October 21 and re-opening it by 11:00 p.m. that evening. You will be able to access driveways 808-810 N. Callery Drive and Callery Court from the north off Tamarron Drive and addresses 805-807 N. Callery Drive from the South off Tamarron Drive.

For more information about the picnic, please contact our property management company at (812) 331-9095. We look forward to seeing you on the 21st!

25th ANNUAL TAMARRON NEIGHBORHOOD PICNIC

Can you believe it's been 25 years? Please join us for the quarter of a century — 25th Annual Neighborhood Fall Picnic on Saturday, October 21 starting at 4:30 p.m. on Callery Drive. The Association will be providing Pulled Pork BBQ, Hamburgers, Hot Dogs, Grilled Chicken Breasts, Veggie Burgers, Baked Beans, Cole Slaw, Tea, Lemonade, Plates, Utensils and Napkins. Bring a side dish or dessert to share with your neighbors! There will be a bouncy house and fun activities for the kids!

We will be closing Callery Drive from north of 806 Callery and south of 808 Callery Drive starting at 10:00 a.m. on Saturday, October 21 and re-opening it by 11:00 p.m. that evening. You will be able to access driveways 808-810 N. Callery Drive and Callery Court from the north off Tamarron Drive and addresses 805-807 N. Callery Drive from the South off Tamarron Drive.

For more information about the picnic, please contact our property management company at (812) 331-9095. We look forward to seeing you on the 21st!

TAMAHOM-01

SSTEWART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/15/2017

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
Gregory & Appel Insurance
1402 N Capitol Suite 400
Indianapolis, IN 46202

CONTACT NAME: Sarah Stewart
PHONE (A/C, No, Ext): (317) 352-3368 FAX (A/C, No): (317) 634-6629
E-MAIL ADDRESS: SStewart@gregoryappel.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co America	25666
INSURER B : Travelers Casualty & Surety	19038
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tamarron Homeowners Association Inc
C/O Capital Realty
323 East Winslow Road, Ste 100
Bloomington, IN 47401

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			I6603B67687AIND17	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						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
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Directors & Off	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						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			CUP3B8211971742	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 5,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB2J56381A1742G	07/01/2017	07/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Block Party on October 21, 2017
City of Bloomington is an additional insured as defined in CG2013 1185 with respect to General Liability according to the terms, conditions and exclusions within the policy.

CERTIFICATE HOLDER

City of Bloomington
Department of Public Works
401 N. Morton St. #120
Bloomington, IN 47404

CANCELLATION

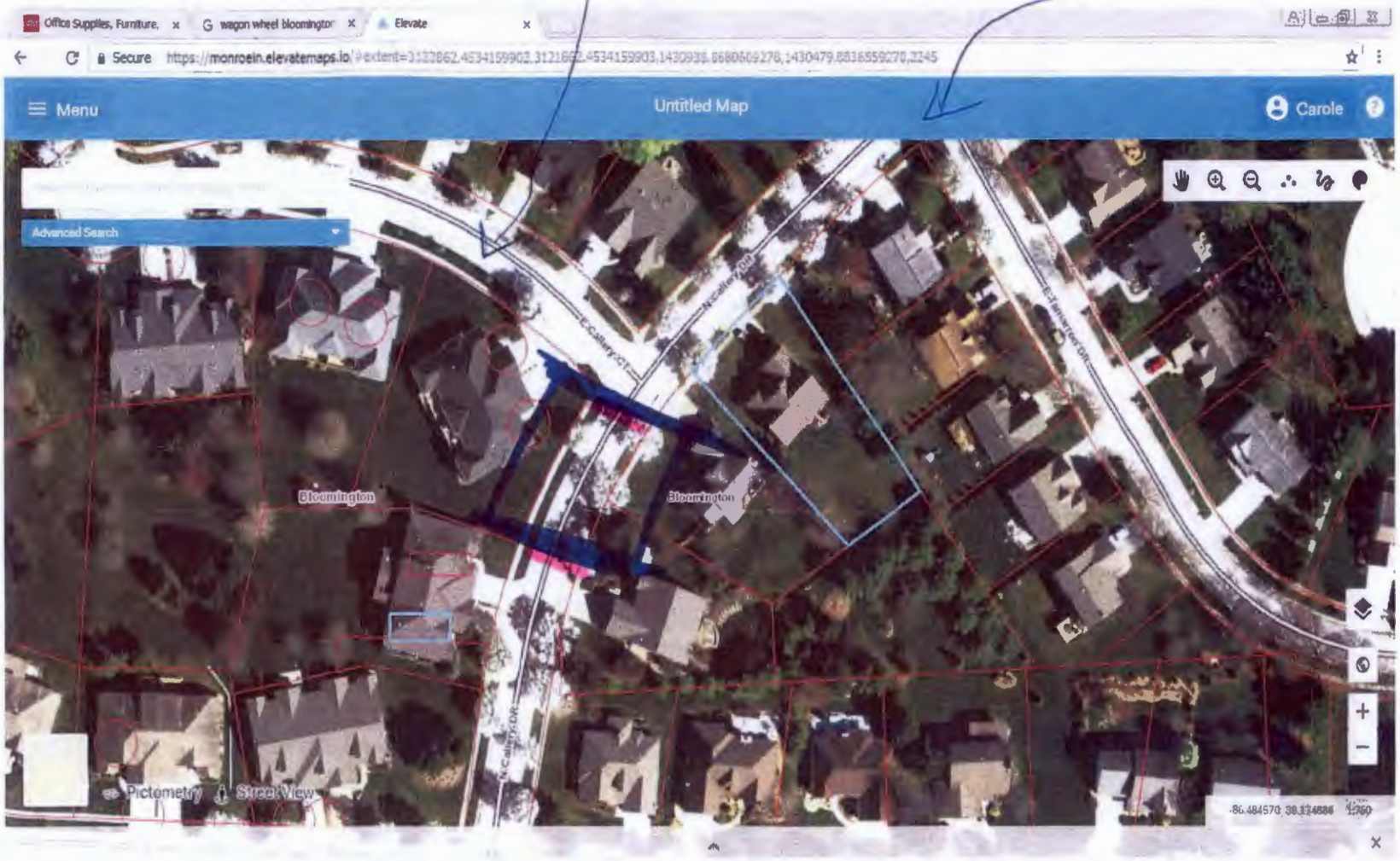
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sarah Stewart

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Callery Court

Callery Drive



Area to be closed off in blue

South of Callery Court

North of the driveway 806 N. Callery Drive

- there should not be a traffic plan required as the streets are accessible

will have Type 3 Barricades

Board of Public Works
Staff Report

Project/Event: Approval of the Contract for Preliminary Engineering Services with Lochmueller Group Inc. for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 10/03/2017

Report: This project will replace traffic signal equipment and make geometric improvements to the intersection of 17th Street at Dunn Street and the intersection of 17th Street at Madison Street/Kinser Pike. Construction is expected in 2019 and some right of way acquisition may be necessary.

Lochmueller Group Inc. was selected from the City's on-call design list to complete preliminary engineering services for this project. The total contract amount is $200,400 and fees for the two intersections will be tracked and paid separately. The 17th/Dunn portion of the contract is $118,600 and the 17th/Madison/Kinser portion of the contract is $81,800. Staff will be taking a funding request to a future Redevelopment Commission (RDC) meeting to approve funding for the 17th/Madison/Kinser portion of the contract.

If right of way acquisition is necessary at one or both intersections, then this contract may need to be amended to include additional right of way engineering services.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract for Preliminary Engineering Services with Lochmueller Group Inc. for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects.

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

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	RDC to Approve	--
Design Services Contract	**Current Item**	**10/03/2017**
ROW Services Contract	Future	2018
Public Need Resolution	Future	2018
Construction Inspection Contract	N/A	--
Construction Contract	Future	2019

PROJECT NAME: **17th and Dunn Street and 17th and Kinser Pike/Madison Street Intersection Improvements**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Lochmueller Group, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide improvements to the signalized intersections of 17th Street at Madison Street/Kinser Pike and 17th Street at Dunn Street; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of entry documents, which shall be hereinafter referred to as "the Services"; and~~p~~

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the work.
In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board 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 to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Two Hundred ~~Three~~ Thousand ~~Six~~ Four Hundred Dollars ($~~203~~200,~~600~~400.00).** This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**
   Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

   Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. **Billing Records:**
   Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. 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 Board may terminate or suspend performance of this Agreement at the Board'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 Board, and the Board 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's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. 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 12. 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 Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") 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 subconsultants in the performance of services under this Agreement.

Article 14. <u>Insurance</u>: During the performance of any and all Services under this Agreement, Consultant 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 combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the 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 Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. <u>Conflict of Interest</u>: 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 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board 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 Board'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 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. 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 22. 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, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:	Consultant:
City of Bloomington Planning and Transportation Dept. Attn: Neil Kopper 401 N. Morton Street, Suite 130 Bloomington, Indiana 47404	Lochmueller Group, Inc. Attn: Matthew E. Wannemuehler 6200 Vogel Road Evansville, Indiana 47715

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Consultant.

Article 24. Intent to be Bound: The Board 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 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board 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 26. Verification of New Employee' Employment Status: 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 E, 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. <u>No Collusion</u>: 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 F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner	Consultant
City of Bloomington Board of Public Works	Lochmueller Group, Inc.
By: _____ Kyla Cox Deckard	_____ Michael R. Hinton President/Chief Executive Officer
By: _____ Melanie K. Boatman	
By: _____ Dana Palazzo	
By: _____ Philippa M. Guthrie Corporation Counsel	

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.28.17

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 9-29-17
FUND/ACCT: 938-A
439-15-157708-3990

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

1.0 PROJECT DESCRIPTION

17th Street and Dunn Street

The intersection of 17th Street and Dunn Street is an existing four-leg signalized intersection with turn lanes on the east and north legs of the intersection. Existing sidewalks are located along 17th Street east and west of the intersection and along Dunn Street north of the intersection and along the north bound lanes south of the intersection with no crosswalks provided. Existing drainage is being maintained with a combination of open and closed drainage systems with open drainage in the southeast quadrant and closed in the three (3) other quadrants. The proposed project will improve traffic flow and pedestrian accessibility at the intersection by replacing the existing signal with modern equipment and pedestrian push buttons, constructing ADA accessible sidewalk and ramps at all four corners of the intersection, potentially adding turn lanes and/or modifying existing turn lanes, and improving drainage. A traffic study will be completed at the intersection to determine the proposed intersection layout. If a left turn lane is required at the west approach it is presumed widening will be required along the westbound lanes of 17th Street. Preliminarily it is assumed a retaining wall will be required along the widened portion of 17th Street to help minimize impacts to the existing convenience store in the northwest corner of the intersection. Additional wall locations may be required to accommodate ADA accessible sidewalks and ramps along the southbound lane of Dunn Street, south of intersection. The proposed sidewalk along the southbound lanes of Dunn Street will be extended to tie-into existing sidewalk approximately 280' south of the intersection. Existing drainage issues will be reviewed within the intersection and corrected as required. Additional Right-of-Way is anticipated to be required. Per coordination with the City the traffic signal plans will include a telecommunications conduit stubbed out from the traffic signals for use as a future fiber optic pathway for the City's broadband network. The path of the fiber optic conduit will not exceed the survey limits for this project.

17th Street and Kinser Pike/Madison Street

The intersection of 17th Street and Madison Street is an existing four-leg signalized intersection with left turn lanes along each approach. Existing sidewalks are located in the northeast, southeast, and southwest corners of the intersection with no crosswalks provided. The roadway was recently overlaid along the east approach to the intersection and it is not

anticipated to require any additional pavement construction. Existing drainage is generally being maintained by curb inlets and it is not anticipated that drainage improvements will be required. The proposed project will improve traffic flow and pedestrian accessibility at the intersection by replacing the existing signal with modern equipment and pedestrian push buttons, constructing ADA accessible sidewalk and ramps at all four (4) corners of the intersection, and improving the existing pavement surface by constructing a mill and overlay. The construction along the north side of 17th Street is proposed to accommodate a ten foot shared use path. The proposed sidewalk in the southwest corner of the intersection will be extended to tie-into existing sidewalk approximately 480' west of the intersection. Per coordination with the City the traffic signal plans will include a telecommunications conduit stubbed out from the traffic signals for use as a future fiber optic pathway for the City's broadband network. The path of the fiber optic conduit will not exceed the survey limits for this project.

2.0 SCOPE OF SERVICES

2.1 Topographic Survey Data Collection

2.1.1 17th and Dunn Street

CONSULTANT shall perform a topographic survey in accordance with 865 I.A.C. 1-12 including the preparation and recording of a Location Control Route Survey Plat. The survey limits shall be as follows:

2.1.1.1 Along 17th Street starting at a point approximately 50 feet west of the intersection of 17th Street with North Grant Street and continuing east along 17th Street for approximately 830 feet to a point approximately 50 feet east of the intersection of 17th Street with North Indiana Avenue extending outward on both sides of 17th Street 40 feet from the road centerline.

2.1.1.2 Along North Dunn Street starting at approximately 200 feet north of the intersection of North Dunn Street with 17th Street and continuing south along North Dunn Street for approximately 500 feet to a point approximately 300 feet south of the intersection of North Dunn Street with 17th Street extending outward on both sides of North Dunn Street 40 feet from the road centerline.

2.1.2 17th and Kinser Pike/Madison Street

CONSULTANT shall perform a topographic survey in accordance with 865 I.A.C. 1-12 including the preparation and recording of a Location Control Route Survey Plat. The survey limits shall be as follows:

2.1.2.1 Along 17th Street starting at a point approximately 300 feet west of the intersection 17th Street with North Kinser Pike and continuing east along 17th Street for approximately 430 feet to a point approximately 130 feet east of the intersection of 17th Street with North Kinser Pike extending outward on both sides of 17th Street 40 feet from the road centerline.

2.1.2.2 Along North Kinser Pike/North Madison Street starting at a point approximately 200 feet north of the intersection North Kinser Pike with 17th Street and continuing south along North Kinser Pike/North Madison Street for approximately 350 feet to a point approximately 150 feet south of the intersection of North Madison Street with 17th Street extending outward on both sides of North Kinser Pike/North Madison Street 40 feet from the road centerline.

2.2 Traffic Study

CONSULTANT shall:

2.2.1 Perform a traffic study at the intersection of 17th Street and Dunn Street and provide an analysis and recommendations based on traffic counts and a Synchro file provided by the Board.

2.3 Geotechnical Evaluation

CONSULTANT shall:

2.3.1 Perform a geotechnical evaluation of the existing subsurface conditions to develop recommendations necessary for the design and construction of the soil and/or rock supported elements. The subsurface exploration shall consist of drilling up to four (4) test borings for the Dunn Street intersection and up to two (2) test borings for the Kinser Pike/Madison Street intersection.

2.3.2 Obtain split-barrel samples (ASTM D-1586) at 2.5 foot intervals in the overburden soils and the bedrock below the auger refusal depths shall be cored using duel barrel N-series rock coring method to extend the borings to a depth of 20 feet below the existing ground surface.

2.3.3 Observe ground water level made during drilling operations and immediately after withdrawal of the augers from the borings.

2.4 Roadway/Traffic Design and Plans

CONSULTANT shall:

2.4.1 17th and Dunn Street Intersection

2.4.1.1 Perform a preliminary intersection investigation following completion of the traffic study and topographic survey and submit to the Board staff for review.

2.4.1.2 Prepare preliminary plans sufficient to define right-of-way limits and preliminary opinions of probable construction costs.

2.4.1.3 Attend preliminary field check review with the Board and affected utilities.

2.4.1.4 Prepare final plans, final CAD files, final opinion of probable construction cost and specifications.

2.4.2 17th Street/Kinser Pike/Madison Street Intersection

2.4.2.1 Prepare preliminary plans sufficient to define right-of-way limits and preliminary opinions of probable construction costs.

2.4.2.2 Attend preliminary field check review with the Board and affected utilities.

2.4.2.3 Prepare final plans, final CAD files, final opinion of probable construction cost and specifications.

2.5 Project Management/Project Web Page Update

CONSULTANT shall:

2.5.1 Provide management and coordination through completion of the project.

2.5.2 Prepare a graphic depiction of the project and project description and place on the Board project website.

2.6 Utility Coordination

CONSULTANT shall:

2.6.1 Notify the utilities of the anticipated construction projects

2.6.2 Verify the location of existing facilities with the use of survey and Indiana 811 Service.

2.6.3 Coordinate relocation of facilities, if necessary.

2.7 Right-of-Way Engineering

CONSULTANT shall provide right-of-way engineering services for up to two (2) parcels at the 17th/Dunn Street intersection and up to one (1) parcel at the 17th/Kinser Pike/Madison intersection. The services to be provided shall include:

2.7.1 Complete a title search covering an interval of time including one (1) valid transfer of fee title beyond a twenty year period from the date of search that includes all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.

2.7.2 Prepare a legal description, right-of-way parcel plat and other materials to be used in the acquisition of right-of-way in accordance with the Right-

of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).

2.7.3 Set stakes at right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to delineate the location of the proposed

2.7.4 Complete an Appraisal Problem Analysis Report to include the following:

2.7.4.1 Examine the right-of-way plans and determine the extent of the acquisition.

2.7.4.2 Perform an on-site inspection of each parcel requiring right-of-way acquisition.

2.7.4.3 Determine the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March two (2), 1989).

2.7.4.4 Complete an Appraisal Problem Analysis form for each parcel to be acquired.

2.8 Construction Phase Office Services

The CONSULTANT shall provide construction phase office services including the following:

2.8.1 Review and respond to Contractor questions submitted during bidding.

2.8.2 Attend one (1) Pre-construction Conference with the responsible agent(s) of the LOCAL PUBLIC AGENCY and the Contractor.

2.8.3 Review shop drawings

2.8.4 The CONSULTANT shall make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

2.9 Services Not Being Provided by CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

2.9.1 Environmental Documentation

2.9.2 Permitting

2.9.3 Pavement Design

2.9.4 Sanitary Sewer Design

2.9.5 Water Line Design

2.9.6 Signal Timing

2.9.7 Interconnect Design

2.9.8 Public Involvement

2.9.9 Level A Subsurface Utility Engineering

EXHIBIT B
COMPENSATION

This project is to be conducted on ~~an Hourly~~a Lump Sum basis with an agreed Maximum Cost of Two Hundred ~~Three~~ Thousand ~~Six~~ Four Hundred Dollars (**$~~203~~200,~~600~~400.00)**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	2017 Hourly Rate
Senior Engineer (ENS)	$189.25
Traffic Engineer IV (TE4)	$179.75
Project Engineer III (EN3)	$141.30
Engineer Designer IV (ED4)	$122.96
Manager of Admin Services (ZMA)	$109.30
Chief of Surveying	$156.99
Prof Land Surveyor IV (LS4)	$145.10
Prof Land Surveyor III (LS3)	$112.13
Survey Party Chief III (SP3)	$89.74
Survey Party Chief II (SP2)	$82.39
Survey Technician (SVT)	$74.05
Direct Expenses	At Cost
Subconsultants	Cost + 5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

17th Street and Dunn Street

Topographic Survey $13,300.00
Traffic Study $1,500.00
Geotechnical Evaluation $8,200.00
Right-of-Way Engineering $8,100.00
Project Management/Project Webpage Update $9,600.00
Utility Coordination $10,900.00
Roadway/Traffic Design ..... $~~65~~64,~~500~~000.00
Construction Phase Office Services $3,000.00

17th Street and Kinser Pike/Madison Street

Topographic Survey	$12,400.00
Geotechnical Evaluation	$4,000.00
Right-of-Way Engineering	$5,400.00
Project Management/Project Webpage Update	$9,600.00
Utility Coordination	$9,900.00
Roadway/Traffic Design	$~~39~~37,~~200~~500.00
Construction Phase Office Services	$3,000.00

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Traffic Analysis	October 27, 2017	
Survey	November 30, 2017	
Preliminary Intersection Alternatives	February 16, 2018	
Preliminary Plans	May 31, 2018	
Right-of-Way Engineering	June 30, 2018	
Right-of-Way Acquisition (by City)	February 28, 2019	
Final Plans	March 29, 2019	
Project Letting	April 2019	Scheduled by City

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility	**Name**
Chief Highway Engineer/Principal in Charge	Brian R. Litherland, PE
Project Engineer III/Project Manager	Nicholas Will, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

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

1. The undersigned is the President/Chief Executive Officer of Lochmueller Group, Inc.

2. The company named herein that employs the undersigned:
- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

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

_____
Michael R. Hinton
President/Chief Executive Officer

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 _____, 2017.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

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.

LOCHMULLER GROUP, INC.
(Name of Organization)

By: _____
Michael R. Hinton
President/Chief Executive Officer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

Board of Public Works
Staff Report

Project/Event: Change Order #2 for Morningside Drive Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: October 3, 2017

Change Order #2 consists of claims for additional work performed that were not part of the original contract.

There were five claims submitted by the contractor for additional work performed totaling $5,971.12. The claims are for additional asphalt paving, tree planting, regrading a disturbed area, replacing concrete curb and drive, and replacing a section of an irrigation system.

The original contract amount for the project was $111,234.00. Change Order #2 will result in an increase to the contract of $5,971.12. The new contract sum including this change order will be $117,800.12.

This project is locally funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #2 for the Morningside Drive Sidewalk Project.

Recommend ☒ **Approval** ☐ **Denial by Matt Smethurst**

CHANGE ORDER

Project Name:	Change Order Number:	2	Requested By:
Morningside Drive Sidewalk Project	Date of Change Order:	August 28,2017	Owner [x]
			Engineer [ ]
Contractor:	Engineer's Project #:		Contractor [ ]
			Field [ ]
			Other [ ]
Groomer Construction, Inc. 6535 West Ison Road Bloomington, Indiana 47403	NTP Date: Allowable Calendar Days Original Completion Date	Tuesday, April 04, 2017 100 (includes holiday's) Saturday, July 29, 2017	

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
	Additional Asphalt Paving		/	2,762.10
	Planting Tree at 4309 Morningside Drive		/	527.98
	Regrading, Placing Seed and Straw at 4301 Morningside Drive		/	88.20
	Replacing Concrete Curb and Driveway Apron at 4115 Morningside Dr.		/	1,827.12
	Replacing Section of Irrigation System at 4317 Morningside Dr.		/	765.72
			/	
			/	
			/	
			/	

The original Contract Sum:	$111,234.00
The net change by previously authorized Change Orders:	$595.00
The Contract Sum prior to this Change Order was:	$111,829.00
The Contract Sum will be changed by this Change Order in the amount of:	$5,971.12
The new Contract Sum including this Change Order will be:	$117,800.12
The Contract Time will be changed by:	0 Calendar Day(s)
The date of Substantial Completion as of the date of this Change Order therefore is:	Saturday, July 29, 2017

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Contstruction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation	Groomer Construction	Board of Public Works
Transportation & Traffic Engineer	CONTRACTOR	OWNER
401 North Morton Street	6535 West Ison Road Bloomington, Indiana	401 North Morton Street
ADDRESS	ADDRESS	ADDRESS
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

FORM 10-1001

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.28.17

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 9-28-17
FUND/ACCT: 454 421

CITY OF BLOOMINGTON

Date: June 27, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number:** 5

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for additional asphalt paving on Morningside Drive at various driveways.

25.11 sq. yds @ $110.00 sq. yd.= $2762.10

Amount: $ 2762.10

Contractor's Signature: Richard Groomer

Date: August 20, 2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 8/23/17

CITY OF BLOOMINGTON

Date: August 21, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number:** 8

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for the total cost of purchasing and planting a River Burch tree at 4309 Morningside Drive.

Amount: $ $527.98

Contractor's Signature: Richard Groomer

Date: August 20,2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 8/23/17

CITY OF BLOOMINGTON

Date: August 21, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number**: 9

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for regrading and placing seed and straw in the depressed lawn area at 4301 Morningside Drive.

196 x .45 = $88.20

Amount: $ $88.20

Contractor's Signature: Richard Groomer

Date: August 20,2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 8/23/17

CITY OF BLOOMINGTON

Date: August 21, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number:** 10

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for replacing the concrete curb in front of the driveway and the concrete driveway apron for stormwater purposes at 4115 Morningside Drive.

25 lin ft of concrete curb @ $30.00 lin ft = $750.00

10.56 sq. yds. of concrete Drive @ $102.00 sq. yd. = $1077.12

Amount: $ 1827.12

Contractor's Signature: Richard Groomer

Date: August 20,2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 8/23/17

CITY OF BLOOMINGTON

Date: August 21, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number:** 11

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for replacing the section of the irrigation system that was removed during sidewalk construction at 4317 Morningside Drive.

Amount: $ 765.72

Contractor's Signature: Richard Groomer

Date: August 20,2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 8/23/17

Nature's Link Incorporated
8274 S. Macy Ct.
Bloomington, In. 47401

Phone: 812-824-2842 Fax: 812-824-2841
Email: natureslink@aol.com Website:www.natureslinkinc.com

Invoice

Date	Invoice #
5/26/2017	26847

Bill To
Mr. Pekin Ogan 4317 Morningside drive Bloomington In. 47408

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	labor to wait while sidewalk were dug per request. 5/10/17 I - service	85.00	85.00
1	labor to put sleeves under sidewalk 5/11/17 I - service	65.00	65.00
1	parts used for sleeves I-Service Taxable	51.16	51.16T
1	labor to hook up mainline and lateral line and install new heads and 1 valve 5/18/17 I - service	225.00	225.00
1	parts used I-Service Taxable	248.96	248.96T
1	labor to turn system on after repairs 5/19/17 I - service	0.00	0.00
		7.00%	21.01

Please make checks payable to 'Nature's Link, Inc'

Total $696.13

Printed: 8/15/2017 1:11:33 PM
Store: 1
Workstation: 2

Sales Receipt #5261

8/15/2017
Cashier:
Page 1

ABELL NURSERY

7667 WEST STATE ROAD 45
BLOOMINGTON, IN 47403
PHONE 812-825-2530
ABELLNURSERY.COM

Bill To: GROOMER CONSTRUCTION
GROOMER CONSTRUCTION
6535 WEST ISON
BLOOMINGTON, IN 47403

Item Name	Attribute	Size	Orig Price	Disc %Type	Qty	Price	Ext Price	Tax
BIRCH RIVER CLUMP 3 IN CAL			$279.99	20%Customer	1	$223.99	$223.99	T
						Subtotal:	$223.99	
				Exempt		0 % Tax	+ $0.00	
						RECEIPT TOTAL:	**$223.99**	

Account: $223.99

Expiry Date: XX/XX

Signature _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Previous Account Balance: $0.00
Account Balance: $223.99

Total Sales Discounts: $56.00

Signature: _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher.)

Thank You for shopping at Abell Nursery & Landscape!
All plants bought at full retail price include a year long warranty. Any discount voids warranty.
Warranty does not cover annuals/tropicals, animal or insect damage, fungal infections, disease, accidental damage, severe heat/drought, or neglect.
All warrany replacements are subject to Abell Nursery inspection.
Warranty will consist of plant repacement, like substitution, or credit to account only.

5261

Printed: 8/15/2017 1:38:06 PM
Store: 1
Workstation: 2

Sales Receipt #5263

8/15/2017
Cashier:
Page 1

ABELL NURSERY

7667 WEST STATE ROAD 45
BLOOMINGTON, IN 47403
PHONE 812-825-2530
ABELLNURSERY.COM

Bill To: GROOMER CONSTRUCTION
GROOMER CONSTRUCTION
6535 WEST ISON
BLOOMINGTON, IN 47403

Item Name	Attribute	Size	Orig Price	Disc %Type	Qty	Price	Ext Price Tax
A. WIND WRAPPING FEE			$15.00		1	$15.00	$15.00
						Subtotal:	$15.00
				Exempt		0 % Tax	+ $0.00
						RECEIPT TOTAL:	**$15.00**

Account: $15.00

Expiry Date: XX/XX

Signature _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Previous Account Balance: $223.99
Account Balance: $238.99

Signature: _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher.)

Thank You for shopping at Abell Nursery & Landscape!
All plants bought at full retail price include a year long warranty. Any discount voids warranty.
Warranty does not cover annuals/tropicals, animal or insect damage, fungal infections, disease, accidental damage, severe heat/drought, or neglect.
All warrany replacements are subject to Abell Nursery inspection.
Warranty will consist of plant repacement, like substitution, or credit to account only.

5263

Board of Public Works
Staff Report

Project/Event: Change Order #1 for 17th Street Sidewalk Project (MCCSC to Maple)

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: October 3, 2017

Change Order #1 consists of claims for additional work performed that were not part of the original contract.

There were two claims submitted by the contractor for additional work performed totaling $3,500.00. The claims are for additional stone and additional sod.

The original contract amount for the project was $145,435.00. Change Order #1 will result in an increase to the contract of $3,500.00. The new contract sum including this change order will be $148,935.00.

This project is CDBG funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the 17th Street Sidewalk Project (MCCSC to Maple).

Recommend ☒ **Approval** ☐ **Denial by Matt Smethurst**

CHANGE ORDER

Project Name:	Change Order Number:	1	Requested By:
17th Street Sidewalk Project (MCCSC to Maple)	Date of Change Order:	Monday, September 25, 2017	Owner [x]
			Engineer [ ]
			Contractor [ ]
			Field [ ]
Contractor:	Engineer's Project #:		Other [ ]
Crider & Crider, Inc.	NTP Date:	Wednesday, July 05, 2017	
1900 Liberty Drive	Allowable Calendar Days	45 (includes holiday's)	
Bloomington, Indiana 47403	Original Completion Date	Monday, September 04, 2017	

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	Additional Stone	50 TONS	$26.00 /	TON	1,300.00
2	Additional Sod	220 SY	$10.00 /	SY	2,200.00
3			/		
4			/		
5			/		
6			/		
7			/		
8			/		
9			/		

The original Contract Sum:	$145,435.00
The net change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$145,435.00
The Contract Sum will be changed by this Change Order in the amount of:	$3,500.00
The new Contract Sum including this Change Order will be:	$148,935.00
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Monday, September 04, 2017

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Contstruction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation	Crider & Crider, Inc.	Board of Public Works
Transportation & Traffic Engineer	CONTRACTOR	OWNER
401 North Morton Street	1900 Liberty Drive	401 North Morton Street
ADDRESS	Bloomington, Indiana	ADDRESS
	ADDRESS	
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 9-28-17
FUND/ACCT: 250 300

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.28.17

FORM 10-1001

CITY OF BLOOMINGTON

Date 8/18/2017

Field Change Request

Project: 17th Street Sidewalk Project **Number:** 1

Contractor Name: Crider & Crider, Inc.

Contact: Brian Waltz

Subject: Please provide a quote for adding 4" of #53 stone to the concrete sidewalk subgrade.

50 Ton #53 @ $26.00/Ton = $1,3000.00

Amount: $ 1,300.00

Contractor's Signature: _____

Date: Aug. 23,2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 9/25/17

CITY OF BLOOMINGTON

Date 8/21/2017

Field Change Request

Project: 17th Street Sidewalk Project **Number:** 2

Contractor Name: Crider & Crider, Inc.

Contact: Brian Waltz

Subject: Please provide a quote for placing sod on all disturbed areas behind the new sidewalk.

Additional 220 SY Sod @ $10/SY per Bid

Amount: $ 2,200.00

Contractor's Signature: [signature]

Date: 9/13/17

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 9/25/17

Board of Public Works
Staff Report

Project/Event:	Dedication of Right-of-Way as part of the Replat of Miller Courts Addition. 1421 N Dunn Street.
Representative:	RCR Properties, LLC
Consultant:	Smith Brehob and Associates, Inc. - Steve Brehob
Staff Representative:	Dan Backler, Public Improvements Manager
Date:	10/3/2017

Report: The representative has proposed to the Plat Committee the removal of the internal lot lines associated with the land that was approved under the PUD to create 3 single properties. The boundaries of the plat are also expanding to include additional land. This is being done as part of the proposal to build the "Evolve project".

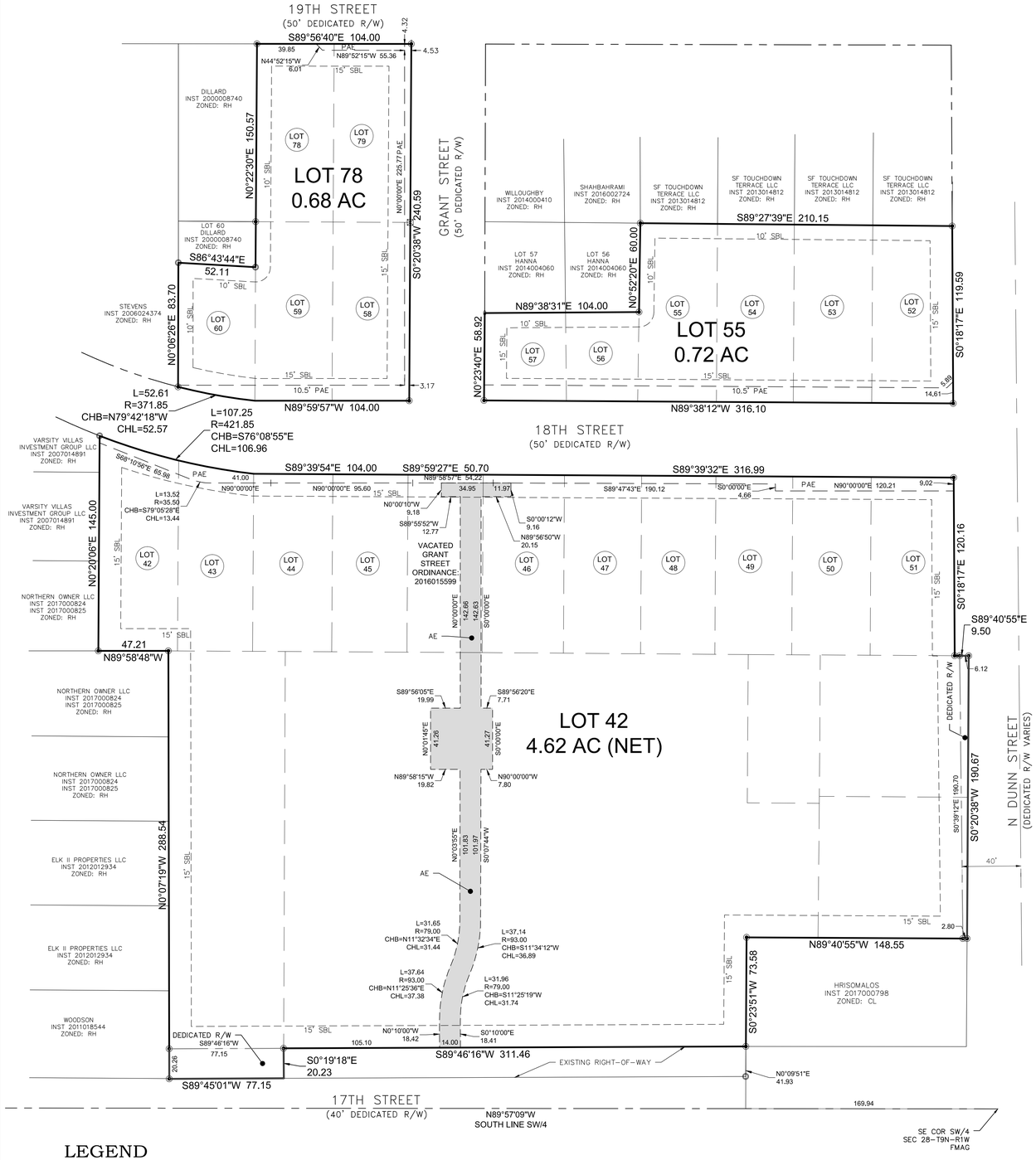
As part of the replat, right-of-way will be dedicated for Dunn Street and 17th Street. Both Dunn Street and 17th Street are classified as Secondary Arterial roads and require 40' of dedication from centerline. As part of the replat, there will be right-of-way dedicated to the public to meet that requirement. That dedication is shown on the plat.

Recommendation and Supporting Justification: Staff recommends that the Board approve this dedication of right-of-way.

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

REPLAT OF MILLER COURTS ADDITION

A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 1 WEST,
BLOOMINGTON TOWNSHIP, MONROE COUNTY, INDIANA



LEGAL DESCRIPTION

REPLAT, EXPANSION AND DEDICATION OF RIGHT-OF-WAY IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

ALSO, AN EXPANSION AND DEDICATION OF RIGHT-OF-WAY TO MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

LOTS 42-55 (INCLUSIVE), 58, 59, 78, AND 79, IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

ALSO, A PART OF LOT 60 IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SOUTH 00 DEGREES 13 MINUTES 35 SECONDS WEST 30.40 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 60; THENCE SOUTH OVER AND ALONG THE EAST LINE OF SAID LOT 60 FOR A DISTANCE OF 88.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT 60; THENCE NORTHWEST OVER AND ALONG THE SOUTH LINE OF SAID LOT 60 FOR A DISTANCE OF 52.57 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 371.85 FEET AND A CHORD BEARING A DISTANCE OF NORTH 79 DEGREES 42 MINUTES 18 SECONDS WEST 52.57 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 26 SECONDS EAST OVER AND ALONG THE WEST LINE OF SAID LOT 60 FOR A DISTANCE OF 83.70 FEET; THENCE SOUTH 86 DEGREES 43 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 52.11 FEET TO THE PLACE OF BEGINNING. CONTAINING 4,430 SQUARE FEET, MORE OR LESS.

ALSO, THE SOUTH HALF OF LOTS 56 AND 57 IN MILLER COURTS ADDITION TO THE CITY OF BLOOMINGTON, INDIANA AS SHOWN BY THE RECORDED PLAT THEREOF RECORDED IN PLAT CABINET "B", ENVELOPE 51, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

OWNER CERTIFICATION

THE UNDERSIGNED, THOMAS M. SCOTT, AUTHORIZED SIGNATORY FOR CA/REGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS REPLAT OF MILLER COURTS ADDITION.

ALL ADDITIONAL ROAD RIGHT-OF-WAY SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, CA/REGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY THOMAS M. SCOTT, AUTHORIZED SIGNATORY, HAS HEREUNTO

EXECUTED THIS _____ DAY OF _____, 2017.

BY:_____
NAME: THOMAS M. SCOTT
TITLE: AUTHORIZED SIGNATORY

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED THOMAS M. SCOTT, PERSONALLY KNOWN TO ME TO BE AN AUTHORIZED SIGNATORY OF CA/REGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS EVOLVE BLOOMINGTON SUBDIVISION, AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF

_____, 2017.

_____
_____, NOTARY PUBLIC

COUNTY OF RESIDENCE:_____

MY COMMISSION EXPIRES:_____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON:

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

_____

_____
KYLA COX DECKARD, PRESIDENT

_____
KELLY M. BOATMAN, VICE-PRESIDENT

_____
DANA PALAZZO, SECRETARY

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

_____

_____
TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

_____
JOE HOFFMANN, PRESIDENT OF PLAN COMMISSION

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED THIS 1st DAY OF SEPTEMBER, 2017.

TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA

TODD M. BORGMAN REGISTERED No. LS21200021 STATE OF INDIANA LAND SURVEYOR

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. (TODD BORGMAN)

EASEMENT NOTES

PEDESTRIAN ACCESS EASEMENT (PAE)
AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT DEDICATED TO THE CITY OF BLOOMINGTON AND THE GENERAL PUBLIC THAT:
(A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
(B) GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
(C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

ACCESS EASEMENT (AE)
AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
(A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
(B) GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
(C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.

ORIGINAL UTILITY EASEMENTS SHOWN ON MILLER COURTS PLAT AND OTHER EXISTING EASEMENTS ARE IN THE PROCESS OF BEING VACATED AND ARE NOT SHOWN.

EASEMENT GRANTS TO DUKE ENERGY PER INST 2017007149, 2017007150, 2017007151 ARE NOT SHOWN.
EASEMENT LOCATION TO BE CENTERED ON UTILITY LINE AFTER INSTALLATION.

LEGEND

RR SPIKE	M	MEASURED
STONE	P	PLATTED
REBAR	R	RECORD
	FRB	FOUND REBAR
	SRB	SET REBAR
IRON PIPE	FIP	FOUND IRON PIPE
	FRS	FOUND RAILROAD SPIKE
	FMAG	FOUND MAG NAIL
MAG NAIL	SMAG	SET MAG NAIL
	B/C	BUILDING CORNER
	FND	FOUND
	P.D.O.	POSSIBLE DEED OVERLAP
	P.D.G.	POSSIBLE DEED GAP
	B.G.	BELOW GRADE
	A.G.	ABOVE GRADE

N
0 40 80
SCALE: 1"=40'

GENERAL NOTES

1. ALL CORNERS MARKED WITH 5/8" X 2' REBAR WITH YELLOW SBA CAP OR MAG NAILS.
2. THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST INTERIOR LOT LINES.
3. CROSS REFERENCE IS MADE TO THE FOLLOWING SURVEYS:
SMITH NEUBECKER & ASSOCIATES INC, JOB 3111 (DUNNHILL APARTMENTS)
PHILLIP O. TAPP & COMPANY, INC. JOB 6138 (DUNNHILL APARTMENTS)
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS DRAWING.
5. ALL LOTS ZONED PUD (PLANNED UNIT DEVELOPMENT)

OWNER OF RECORD

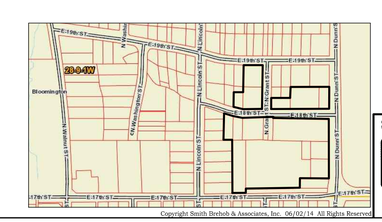
CA/REGENCY DUNNHILL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY
INST 2017010268
INST 2017010269
INST 2017010270

ADDRESS TABLE

LOT 42 405 EAST 17TH STREET
LOT 55 1400 NORTH GRANT STREET
LOT 78 307 EAST 18TH STREET

SETBACKS

FRONT YARD - 15 FEET
SIDE YARD - 15 FEET (10 FEET RESIDENTIAL)
REAR YARD - 15 FEET (10 FEET RESIDENTIAL)



Copyright Smith Brehob & Associates, Inc. 06/02/14 All Rights Reserved

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE

Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: http://smithbrehob.com
Job: 5212
Date: 9/26/17

Board of Public Works
Staff Report

Project/Event:	Dedication of Right-of-Way as part of the Park Place Subdivision Final Plat at 1611 S. Rogers Street
Petitioner/Representative:	City of Bloomington Parks and Recreation Department - Dave Williams
Staff Representative:	Dan Backler, Public Improvements Manager
Date:	10/3/2017

Report: As part of the approved master plan to redevelop the McDoel Switchyard Park, the petitioner requested to have the property in question subdivided to allow for use in the future switchyard park project and a future affordable housing project. Through this process a portion of right-of-way is to be dedicated to the public.

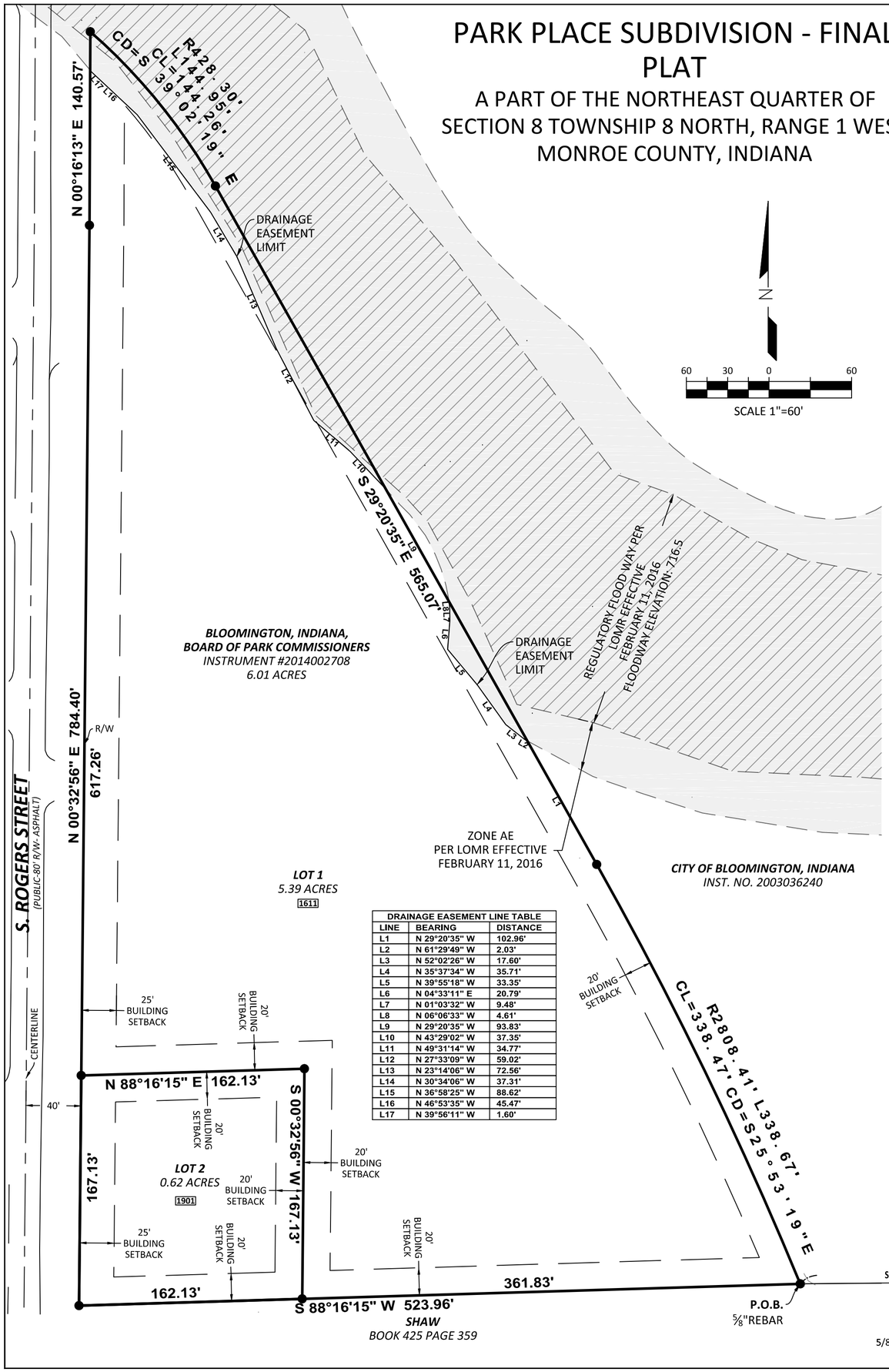
The property has frontage on Rogers Street which is classified as Secondary Arterial road and is required to have 40' of dedicated right-of-way from its centerline. This right-of-way dedication is shown on the final plat.

Recommendation and Supporting Justification: Staff recommends that the Board approve this dedication of right-of-way.

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

PARK PLACE SUBDIVISION - FINAL PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 8 TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°20'35" W	102.96'
L2	N 61°29'49" W	2.03'
L3	N 52°02'26" W	17.60'
L4	N 35°37'34" W	35.71'
L5	N 39°55'18" W	33.35'
L6	N 04°33'11" E	20.79'
L7	N 01°03'32" W	9.48'
L8	N 06°06'33" W	4.61'
L9	N 29°20'35" W	93.83'
L10	N 43°29'02" W	37.35'
L11	N 49°31'14" W	34.77'
L12	N 27°33'09" W	59.02'
L13	N 23°14'06" W	72.56'
L14	N 30°34'06" W	37.31'
L15	N 36°58'25" W	88.62'
L16	N 46°53'35" W	45.47'
L17	N 39°56'11" W	1.60'

OWNER CERTIFICATION

The undersigned, the Bloomington, Indiana, Board of Park Commissioners, being the owner of the described real estate, do hereby layoff and plat the same into two lots in accordance with the plat and certificate.

This plat shall be known and designated as Park Place Subdivision.

In Witness Whereof, the Bloomington, Indiana Board of Park Commissioners, have executed this instrument and caused their names to be subscribed thereto, this _____day of _____, 2017.

_____
The Bloomington, Indiana, Board of Park Commissioners

By_____

STATE OF INDIANA COUNTY OF MONROE

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

_____
Notary Signature

My commission expires:_____

County of Residence:_____

APPROVED BY THE CITY PLAT COMMITTEE AT A MEETING HELD: _____, 2017

_____
Terri Porter, Director Planning & Transportation Department

_____
Adam Wason, Director of Public Works

OWNER/DEVELOPER:

Bloomington, Indiana, Board of Park Commissioners
401 North Morton Street
Bloomington, IN 47404
Phone: 812-349-3400

RECORD INFORMATION:

Bloomington, Indiana, Board of Park Commissioners
Instrument Number 2014002708
53-08-08-100-014.000-009

ZONING:

Subject: IG
Adjoiners: PUD, IN

FLOOD ZONE:

FEMA HAS DESIGNATED PART OF THIS PROPERTY AS A REGULATORY FLOODWAY, PART AS FLOOD ZONE "AE" AND THE REST AS FLOOD ZONE "X" PER MAP NUMBER 18105C0143D AS REVISED PER LETTER OF MAP REVISION EFFECTIVE FEBRUARY 11, 2016.
APPROXIMATE FEMA BOUNDARY LINES SHOWN PER FEMA PROVIDED GEO-REFERENCED .SHP FILES.

NOTES:

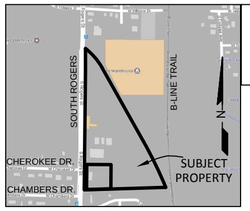
1. FIELD WORK PERFORMED NOVEMBER 2013 THROUGH JULY, 2017.
2. ALL REBAR SET ARE ⅝ INCH WITH YELLOW PLASTIC CAP STAMPED "BRCJ INC 6892IN"
3. BEARINGS SHOWN HEREON ARE BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM.
4. THIS PLAT IS NOT COMPLETE WITHOUT THE ASSOCIATED RETRACEMENT BOUNDARY SURVEY AND REPORT OF SURVEY RECORDED SEPARATELY AS INSTRUMENT NO. 2017008330.

DRAINAGE EASEMENT NOTES:

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.
(F) Signs shall not be located within drainage easements unless the sign is a public sign authorized by Section 20.05.079(f)(1) or is further authorized by the City.

LEGEND:

● 5/8" REBAR WITH CAP
AAAA ADDRESS (SOUTH ROGERS STREET)



LOCATION MAP
NOT TO SCALE
N 39.147606
W -86.538105

RECORDER'S STAMP

AUDITOR'S STAMP

LEGAL DESCRIPTION

A part of the Northeast quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast quarter; thence NORTH 00 degrees 29 minutes 49 seconds WEST along the east line of said quarter a distance of 1224.54 feet; thence leaving said east line SOUTH 89 degrees 30 minutes 11 seconds WEST 197.64 feet to the northeast corner of the tract conveyed to Robert V. and Nancy L. Shaw by deed recorded in Deed Book 425, page 359 in the office of the Recorder of Monroe County, Indiana and the **POINT OF BEGINNING**; thence SOUTH 88 degrees 16 minutes 15 seconds WEST along the north line of said Robert V. and Nancy L. Shaw a distance of 523.96 feet; thence leaving said north line NORTH 00 degrees 32 minutes 56 seconds EAST a distance of 784.40 feet; thence NORTH 00 degrees 16 minutes 13 seconds EAST a distance of 140.57 feet to a point on the southern line of the 12.04 acre tract conveyed to the City of Bloomington by deed recorded as instrument number 2003036240 in the office of the Recorder of Monroe County, Indiana and the beginning of a non-tangent curve concave to the southwest having a radius of 428.30 feet and a chord which bears SOUTH 39 degrees 02 minutes 19 seconds EAST 144.26 feet; thence southeasterly along the south and west lines of said City of Bloomington tract the next three (3) courses:
1. SOUTHERLY along said curve an arc distance of 144.95 feet; thence
2. SOUTH 29 degrees 20 minutes 35 seconds EAST 565.07 feet to the beginning of a curve concave to the west having a radius of 2808.41 feet and a chord which bears SOUTH 25 degrees 53 minutes 19 seconds EAST 338.47 feet; thence
3. SOUTHERLY along said curve an arc distance of 338.67 feet to the POINT OF BEGINNING and containing 6.01 acres, more or less.

REPORT OF SURVEY

A report of survey was included with the retracement boundary survey of the subject property by Ben E. Bledsoe of Bledsoe Riggert Guerrettaz, Inc., dated November 21, 2013 and recorded in the Office of the Recorder as Instrument No. 2017008330. The purpose of this Subdivision is to divide the subject parcel into Lot 1 and Lot 2 as directed by the property owners.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified July XX, 2017

_____
Christopher L. Porter
Professional Surveyor No. LS21200022
State of Indiana

PRELIMINARY

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road p: 812-336-8277
Bloomington, Indiana 47403 f: 812-336-0817

PLAT DATED: August 31, 2017 JOB # 9473

Board of Public Works
Staff Report

Project/Event:	Amendment #1, Agreement for Concrete Services
Petitioner/Representative:	Street Department
Staff Representative:	Joe VanDeventer
Meeting Date:	October 3, 2017

Report: This contract agreement completes sidewalk projects. The original contract with Groomer Construction was $50,000.00. As other Street projects were completed, we have an excess of $20,000 in Other Services budget line. Street would like to use the funds towards sidewalk repairs. Therefore, this amendment would increase the not-to-exceed amount in the contract for additional sidewalk repairs.

Recommendation: Staff recommends that the Board approve the Amendment 1 for additional contracted sidewalk projects.

Recommend ☑ Approval by Joe VanDeventer

AMENDMENT #1 TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON STREET DEPARTMENT
AND
CONTRACTOR
FOR
CONCRETE CONSTRUCTION, MAINTENANCE AND REPAIR SERVICES

This Amendment #1, entered into this _____ day of _____, 2017, is an amendment to the Agreement by and between the City of Bloomington Department of Public Works through its Board of Public Works ("City") and Groomer Construction, Inc., ("Contractor") which was entered on May 2, 2017, as follows:

1. **Services**: Article 2 of the Agreement between the City and Contractor states: "Contractor shall complete all work required under this agreement on or before November 1, 2017, unless the parties mutually agree to a later completion date."… The parties agree that December 31, 2017, shall be the completion date.

2. **Compensation**: The not to exceed amount of the Agreement shall be increased by Twenty Thousand Dollars ($20,000), bringing the total not to exceed cost of the Agreement to Seventy Thousand Dollars ($70,000).

All other terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year written above.

CITY OF BLOOMINGTON
BY:

_____
Kyla Cox Deckard, President
Board of Public Works

_____
Kelly M. Boatman, Vice President
Board of Public Works

_____
Dana Palazzo, Secretary
Board of Public Works

_____
Philippa M. Guthrie, Corporation Counsel

GROOMER CONSTRUCTION, INC.
BY:

_____
Richard Groomer, President

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 9-28-17
FUND/ACCT: 451-322

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.28.17

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON STREET DEPARTMENT AND
CONTRACTOR
FOR
CONCRETE CONSTRUCTION, MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter "CITY") and Groomer Construction, Inc., a for profit corporation duly incorporated under the laws of the State of Indiana with its principal place of business located at 6535 W. Ison Rd., Bloomington, IN 47403, (hereinafter "CONTRACTOR"); **WITNESSETH:**

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

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

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

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

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

ARTICLE 1. TERM

1.1 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project. Work under this agreement shall be conducted during the summer months of 2017. This agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summers of 2018 and 2019, provided the Contractor gives written notice to the City on or before March 1, 2018, and March 1, 2019, respectfully, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

ARTICLE 2. SERVICES

2.1 CONTRACTOR shall complete all work required under this agreement on or before November 1, 2017, unless the parties mutually agree mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.2 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in

the manner herein provided and that the measure of those damages shall be determined by reference Section 4.9 of the General Term and Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.2 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed FIFTY THOUSAND ($50,000.00) DOLLARS. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

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

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of $100,000, the Owner requires that retainage be held as set out below.

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

4.2 **Retainage Amount.** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration.

The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.3 **Payment of Escrow Amount.** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.4.

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

ARTICLE 5. GENERAL PROVISIONS

5.1 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out

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

5.2 <u>Abandonment, Default and Termination</u>.

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

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

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

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

5.2.4 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then

CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.3 <u>Successors and Assigns</u>.

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

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

5.4 <u>Extent of Agreement: Integration</u>.

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds, if applicable.
14. The Escrow Agreement, if applicable.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.5 <u>Insurance</u>.

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

	COVERAGE	**LIMITS**
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operations	$100,000,000
	Personal & Advertising Injury Limit	$100,000,000
	Each Occurrence	$100,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned) Bodily injury and property damage	$1,000,000 each accident
E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate

The deductible on the Umbrella Liability shall not be more than $10,000

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

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

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

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

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

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

5.8 **Non-Discrimination.**

5.8.1 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing or any other legally protected classification.

5.8.2 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding: Prohibition of discrimination in employment practices on the basis of race, sex, color,

religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification; and

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

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

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

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

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

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

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

5.9 <u>Workmanship and Quality of Materials.</u>

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

5.9.2 <u>OR EQUAL</u>: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of

durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER.

The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.9.3 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

5.10 Safety.

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

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

5.11 Amendments/Changes.

5.11.1 Except as provided in Paragraph 5.11.2, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

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

5.11.3 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.2, or any

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

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

5.12 **Performance Bond and Payment Bond.**

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

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

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

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

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

To The City of Bloomington:
Joe VanDevanter, Director
Street Operations
1981 S. Henderson St.
Bloomington, IN 47401

To the Contractor:

5.15 **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision

shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within Fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement **will** be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products.

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

5.17.2 Domestic Steel products are defined as follows:

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

5.17.3 Domestic Foundry products are defined as follows:

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

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

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

5.18 **Verification of Employees' Immigration Status.**

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

Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien.

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

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

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

SO DATED THIS 2nd **DAY OF** May**, 2017.**

THE CITY OF BLOOMINGTON:
BY:

Kyla Cox Deckard, President
Board of Public Works

Kelly M. Boatman, Vice President
Board of Public Works

Dana Palazzo, Member
Board of Public Works

for John Hamilton, Mayor
City of Bloomington

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
DATE: APRIL 26, 2017

GROOMER CONSTRUCTION, INC.
BY:

Contractor Representative

Richard Groomer
Printed Name

President
Title

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 4/26/17
FUND/ACCT: 451-20-399

EXHIBIT A
(2 pages)

CITY OF BLOOMINGTON QUOTE FORM
RFQ #2017-PW-CONCRETE SERVICES

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:
City of Bloomington Public Works Dept.
401 N Morton St. Ste. 120
Bloomington, IN 47404

Pricing shall include all costs, including labor and material and shall include a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

ITEM NO.	DESCRIPTION	COST
1	**Cost per foot for 6" beveled curb**	$ 53.40
2	**Cost per foot for 5' 6" monolithic sidewalk**	$ 60.50
3	**Cost per foot for standard 5' sidewalk**	$ 55.00
4	**Cost per foot for ADA compliant curb ramps (ADA plates to be supplied by the city)**	$ 71.25
5	**Hourly billing rate hour for concrete service work**	$ See Attached Itemized sheet
6	**Overtime hourly billing rate for concrete work**	$ See Attached Itemized Sheet

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is $ *Not applicable for this project*.

VENDOR / CONTRACTOR INFORMATION

Company: GROOMER CONSTRUCTION, INC.

Name (print): Richard Groomer

Address: 6535 W. Ison Rd, Bloomington, Indiana 47403

Telephone: 812-825-2758 Fax: 812-825-2758

E-Mail: groomconst2758@yahoo.com

Signature: Richard Groomer
(Must be signed by an authorized company representative.)

Groomer Construction, Inc.
6535 W. Ison Rd.
Bloomington, Indiana 47403

January 2017

CUSTOMER PRICING	Rate	OT	DT
Operator	62.75	84.75	106.75
Laborer	50.15	67.65	85.15
Pipefitter	75.00	97.00	119.00
Welder	75.00	97.00	119.00
Backhoe & Operator	93.00	115.00	137.00
Trencher & Operator	93.00	115.00	137.00
Mini-Excavator & Operator	93.00	115.00	137.00
Hand Trencher & Operator	85.00	107.00	129.00
590/680 Hoe Ram & Operator	140.00	162.00	184.00
1080 Hoe Ram & Operator	175.00	197.00	219.00
1080 Hoe Ram & Operator *(REMOVE ROCK FROM SITE)*	225.00	247.00	269.00
1080 Excavator & Operator	130.00	152.00	174.00
C290 Excavator & Operator	150.00	172.00	194.00
D-5 Bulldozer & Operator	125.00	147.00	169.00
550 Bulldozer & Operator	110.00	132.00	154.00
D-8 & Operator	155.00	177.00	199.00
Directional Boring Machine & Crew *(1OP & 1LAB & 1TRK)*	225.00	264.50	304.00
Scraper & Operator	180.00	202.00	224.00
1155 Loader & Operator	128.00	150.00	172.00
Hydra Crane & Operator	93.00	115.00	137.00
Drill Truck, Operator & Laborer	141.60	181.10	220.60
Compactor & Operator	93.00	115.00	137.00
Drum Roller & Operator	93.00	115.00	137.00
Lowboy & Operator	100.00	122.00	144.00
Clean up Tractor & Operator	82.00	104.00	126.00
Uni-Loader & Operator	93.00	115.00	137.00
Single Axle Dump Truck & Laborer	70.00	87.50	105.00
Tandam Axle Dump Truck & Laborer	77.00	94.50	112.00
Service/Trip Fee Charge *(Local 1HR/Day Non-Local 2HR/Day*	25.00	25.00	25.00
Pickup & Snow Plow & Driver	85.00	107.00	129.00
Welder & Rig	110.00	132.00	154.00
Vac Rig & 1-Laborer & 1-Operator	145.00	184.50	224.00
Air Compressor Only			
Plate Compactor only			

All are 4 hour minimum, in two hour increments after that.

Others... ask for price

"AFFIDAVIT"

Exhibit E

STATE OF Indiana)
)SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the President of GROOMER CONSTRUCTION, INC.
   a. (job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Richard Groomer, President
Signature
Richard Groomer, President
Printed Name

STATE OF Indiana)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Richard Groomer and acknowledged the execution of the foregoing this 3rd day of April, 20 17.

Teresa K Groomer
Notary Public's Signature

Teresa K Groomer
Printed Name of Notary Public

My Commission Expires: July 15, 2022

County of Residence: Monroe

NOTARY PUBLIC SEAL INDIANA

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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 11th day of May, 2017.

Groomer Construction, Inc
(Name of Organization)

By: Richard Groomer
Richard Groomer, President
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Subscribed and sworn to before me this 11th day of May, 2017.

My Commission Expires:
July 15th 2022

Resident of Monroe County

Teresa K Groomer
Notary Public Signature

TERESA K GROOMER
Printed Name

NOTARY PUBLIC SEAL INDIANA

Board of Public Works
Staff Report

Project/Event: Change Order #1 to Renovation and Expansion Construction Services Agreement for the Animal Shelter Project

Petitioner/Representative: Public Works/Animal Care and Control

Staff Representative: Virgil Sauder and J.D. Boruff

Meeting Date: October 3, 2017

In March of 2017 we entered into an agreement with Neidigh Construction Corporation for General Construction for the Renovation and Expansion of the Animal Shelter Project. During construction several change orders were needed for the project to advance.

1. Rock Excavation – during excavation the corner of a rock ledge was located. It was more cost effective to remove rather than relocate. Cost $812.36

2. Termite Treatment of foundation – given the timber frame structure it was recommended to treat preventatively. Cost $2,205

3. Unsuitable Soil – During routine testing, unsuitable soil was discovered on the site. This required removal and addition of proper soil for the stability of construction. In addition to the added cost of $35,435.76, 5 extra days were added to the project.

4. Downspout Drains – to divert rainfall away from foundation and icing of the parking area during winter months. Cost $1,980.5

5. In addition to the 5 added days for the unsuitable Soil project, Neidigh Construction is requesting 14 additional days to complete the project due to weather conditions encountered in May and June. This adds 19 days to the project.

Recommend ☒ **Approval** ☐ **Denial**

DRAFT

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
City of Bloomington-
Board of Public Works
401 N. Morton Street, suite 120
Bloomington, IN 47404

TO CONTRACTOR *(Name and address)*:
Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

CHANGE ORDER NUMBER: 001 FINAL
DATE: September 6, 2017

ARCHITECT'S PROJECT NUMBER: 2015-14
CONTRACT DATE: March 7, 2017
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Rock Excavation	$ 812.36
2. Termite Treatment	$ 2,205.00
3 Rain Days for May (7)	$ 0.00
4.Unsuitable Soil with Days Extension (5)	$ 35,435.76
5. Downspout Drains at West	$ 1,980.50
6. Rain Days for June and July (7)	$ 0.00
Total for all items this Change Order	$ 40,433.62

The original Contract Sum was	$ 1,940,011.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,940,011.00
The Contract Sum will be increased by this Change Order in the amount of	$ 40,433.62
The new Contract Sum including this Change Order will be	$ 1,980,444.62

The Contract Time will be increased by twenty work days (19 work) days.
The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to February 27, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
113 East 6th Street Bloomington, IN 47408	2220 West Vernal Pike Bloomington, IN 47404	401 N. Morton Street Bloomington, IN 47404
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mary J. Krupinski, AIA, President *(Typed name)*	*(Typed name)*	*(Typed name)*
September 12, 2017 **DATE**	**DATE**	**DATE**

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 9/20/17
FUND/ACCT: 305 TF Bond

CITY OF BLOOMINGTON
LEGAL DEPARTMENT
REVIEWED BY
Jackie Moore (1198749561)
DATE: 9.25.17

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 14:03:54 on 10/28/2010 under Order No.2824636969_1 which expires on 10/12/2011, and is not for resale.
User Notes:

CHANGE REQUEST / ESTIMATE #1

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 5/23/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Equipment	Total
Rock Excavation						
Supervision	2 hrs @	53.25		106.50		106.50
Project Manager	1 hrs @	65.00		65.00		65.00
Hammer, Demo	4 hrs @	57.50			230.00	230.00
Tractor, Crawler	4 hrs @	50.00			200.00	200.00
Dump Truck with Driver	1 hrs @	126.25		65.00	61.25	126.25
Subtotal				236.50	491.25	727.75
Equipment - Mark-up 10%						49.13
Labor - Mark-up ~~25~~% 15%					35.48	~~59.13~~
				Total		~~836.00~~ 812.36

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **05/23/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #2

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 5/31/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total
Termite Treatment				
Termite Soil Treatment			2100.00	2,100.00
Subcontractor Mark-up 5%				105.00
			Total	2,205.00

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **05/31/2017**

Accepted by:

Date of Acceptance:

Down Payment				
	Amount	CK Number	Cash $	CC $
Received at completion				
	Amount	CK Number	Cash $	CC $
Mission Cust #				

TERMINIX®
Soil Treatment Plan

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

Purchaser Animal Care + Control Center Home Phone _____ Work Phone (812) 334-0362
Mailing Address _____ City _____ State _____ Zip Code _____
Property Address 3410 S. Walnut St. City Bloomington State IN Zip Code 47401
Description of Structure(s) Covered Slab Commercial building E-Mail Address: _____
Chemical Used Premise Pre Construction Concentration 6,648 sq ft

Effective with the date of initial treatment through 5 ye plan, for the sum of $ 2,100.00 Terminix hereby guarantees that the soil has been treated at the above described property for the control of subterranean termites *(Reticulitermes spp., Heterotermes spp.)*. THIS PLAN DOES NOT PROTECT AGAINST NOR PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY FORMOSON TERMITES *(COPTOTERMES spp.)* or DRYWOOD TERMITES *(KALOTERMES spp., INCISITERMES spp., CRYPTOTERMES spp.)*.

Terminix agrees, that if subterranean termite infestation(s) should occur at the described property, within a period of five years from the date of initial treatment, upon written notice from the Purchaser, Terminix will inspect and, if necessary, will provide retreatment at no additional cost to the Purchaser.

This Plan provides repair for new subterranean termite damage to the structure and contents that occurs within a one year period from the date of the initial treatment. If new damage occurs *within a one year period* from the date of initial treatment, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate to $300,000 during the term of this Plan. Repairs for new damage to residential and all other non-commercial structures are limited in the aggregate to the otherwise appraised value of the structure.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS
Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:

Initial cash, check or credit card down-payment of $ _____ will be due upon acceptance of this agreement by Terminix, and ☐ 12 or ☐ 18 monthly installments of $ _____ will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.

Initial 20% down-payment of $ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.

One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.

One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS

1. SERVICE(S) PURCHASED
   A. Initial Treatment or Installation and First Year's Service ..... _____
   B. Additional Annual Renewals
   ___ yr. (limit 2) s @ $_____ . _____
   Subtotal (Sum A + B) ..... = _____
2. TAX ..... = _____
3. TOTAL (1 + 2) ..... = _____
4. LESS $_____ DOWN PAYMENT ..... - _____
5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT ..... - _____
6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5) ..... = _____

BALANCE TO BE PAID BY (Check One): ☐ Cash ☐ Check ☐ Money Order ☐ Credit Card
(TECHNICIAN CODE: CNH REF UNA)

Credit Card Type: ☐ Mastercard ☐ VISA ☐ Discover ☐ AMEX Name (as it appears on credit card) _____
Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____, ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termicide(s) which will be used to treat the above-named property.

X _____ Purchaser's Initials

The initial treatment will occur within 30 days of the date of the contract and will be completed as set forth herein.

In the event that you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser X _____ Date _____
Terminix Representative (signature) _____ Date _____
Terminix Representative (print name) Mike Malone Date 2-14-17
Terminix Address 1456 S. Liberty Dr. Telephone (812) 340-6431
City Bloomington State IN Zip Code 47403

www.terminix.com
Key # 33012SPECIAL Rev. 1/08 R/P 1/08
©2009 The Terminix International Company Limited Partnership

SERVICE MANAGER

KKimmell@Neidighconst.com

CHANGE REQUEST / ESTIMATE #3

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/5/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total

Rain Days for May, 2017
Neidigh Construction would like to request an extension of 7 business days to our completion date. This is due to the weater issues encountered. The month of May received above average inches of rain, making it the wettest May in 12 yrs.
I have listed the days that had extensive rain.
May 1, May 3, May 4, May 5, May 11, May 19, and May 25.

7 days added to contract.

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/05/2017**

Accepted by:

Date of Acceptance:

CLIMATE FACT SHEET

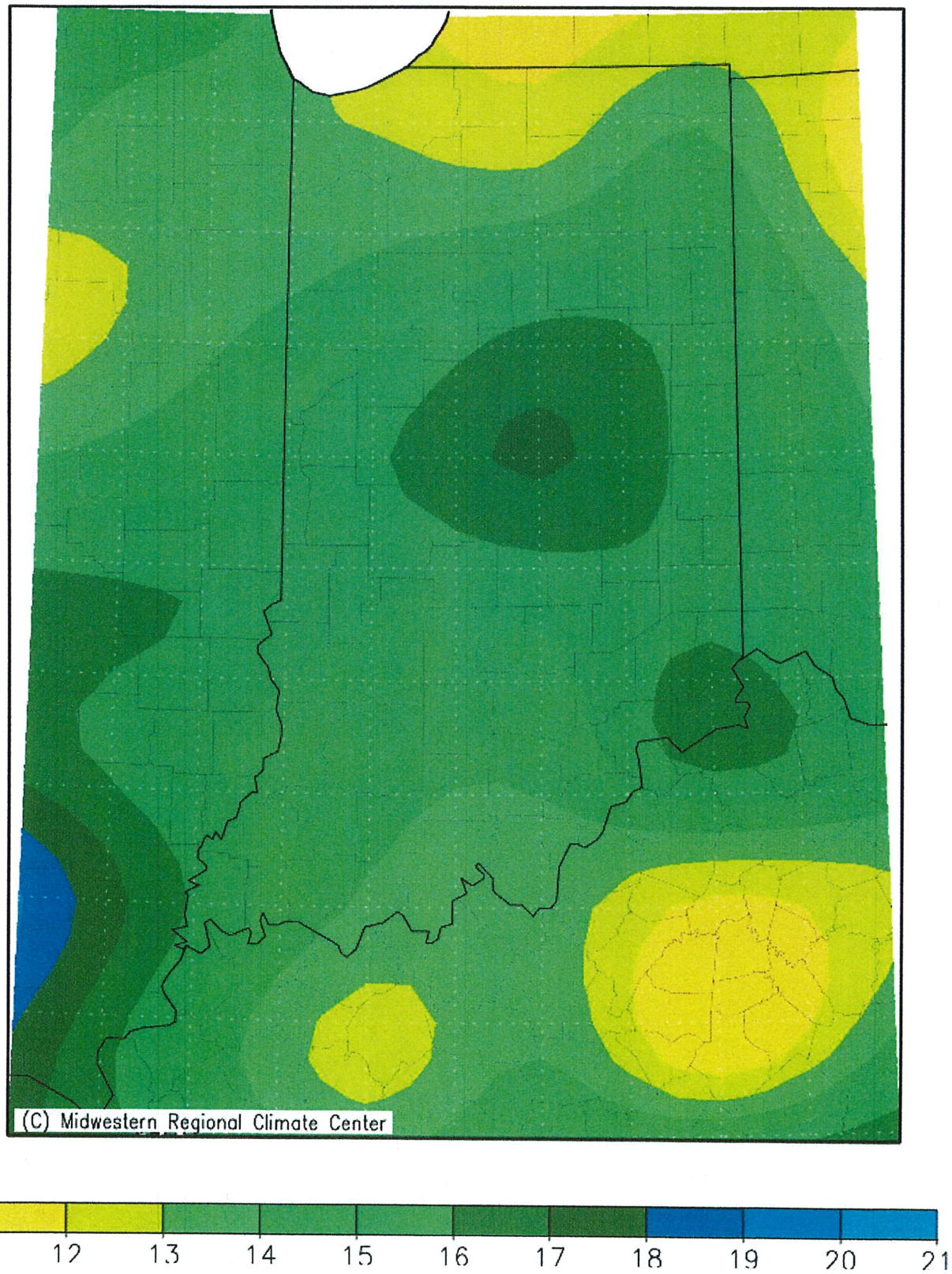
General Weather

Indiana Climate Normals
(1971 – 2000)

Month	Mean Temperature	Max. Temperature	Min. Temperature	Precipitation
Jan	26.0	34.4	17.7	2.48
Feb	30.5	39.8	21.2	2.27
Mar	40.7	50.8	30.5	3.36
Apr	51.0	62.3	39.8	3.89
May	61.4	72.8	50.0	4.46
Jun	70.5	81.5	59.4	4.19
Jul	74.3	85.1	63.4	4.22
Aug	72.2	83.2	61.3	3.91
Sep	65.2	76.9	53.4	3.12
Oct	53.6	65.3	41.9	3.02
Nov	42.3	51.4	33.2	3.44
Dec	31.2	39.2	23.1	3.13

Four distinct seasons

Accumulated Precipitation (in)
March 6, 2017 to June 3, 2017



CHANGE REQUEST / ESTIMATE #4

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/22/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Subcontractor	Total
Unsuitable Soil						
Supervision	35 hrs @	53.25		1863.75		1,863.75
Project Manager	3 hrs @	65.00		195.00		195.00
Testing & Engineering					1800.00	1,800.00
Unsuitable Soil	184 yds @	68.00	12512.00			12,512.00
Flowable Fill	100 yds @	77.70	7770.00			7,770.00
2000 PSI Lean Concrete Mix	84 yds @	95.00	7980.00			7,980.00
Subtotal			28262.00	2058.75	1800.00	32,120.75
Subcontract - Mark-up 5%						180.00
Material - Mark-up 10%						2,826.20
Labor - Mark-up ~~25%~~ 15%					308.81	~~514.69~~
				Total		~~35,641.64~~
						35,435.76

Add - 5 days to contract

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/22/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #5

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/27/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Equipment	Total
Downspout drains to the west side of building.				
Drain pipe and accessories	800.00	340.00	260.00	1,400.00
Fill Stone - #11	185.00		200.00	385.00
Subtotal	985.00	340.00	460.00	1,785.00
Material and Equipment - Mark-up 10%				144.50
Labor - Mark-up ~~25%~~ 15%			51.00	~~85.00~~
			Total	~~2,014.50~~
				1,980.50

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/27/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #6

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 7/27/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total

Rain days for the month of June, 2017
Neidigh Construction would like to request an extension of 4 business days to our completion date. This is due to the weather issues encountered.

The following days are due to rain:
June 15, June 22, June 23, and June 30

Rain days for the month of July 2017
Request an extension of 3 business day to our completion date. This is due to the weather issues encountered.

The following days are due to rain:
July 6, July 11 and July 27

7 days added to contract.

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **07/27/2017**

Accepted by:

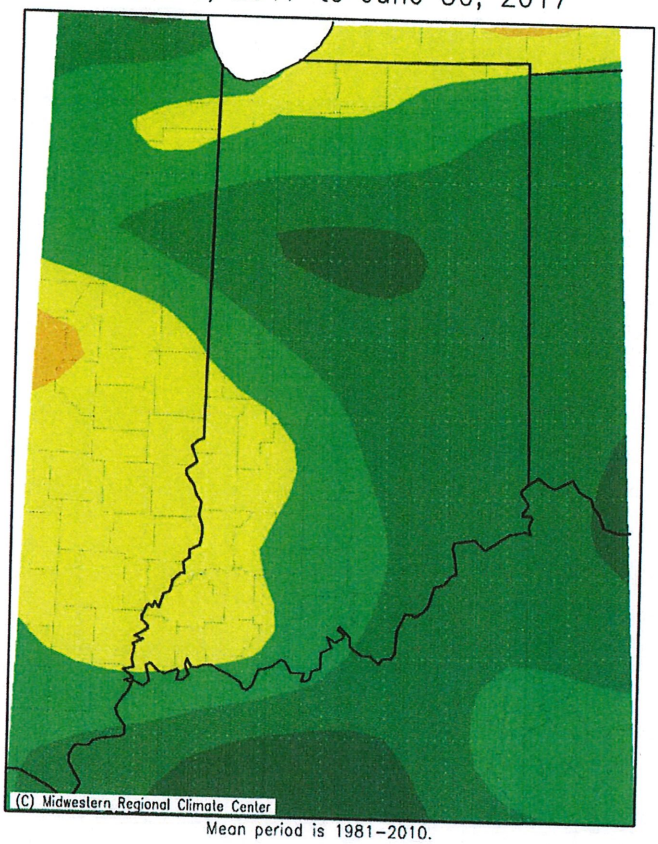
Date of Acceptance:

June 2017

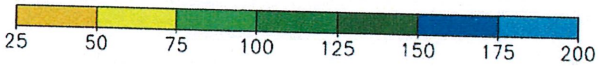
Region	Temperature	Temperature Normal	Deviation
Northwest	71.2	70.0	1.2
North Central	70.6	69.4	1.1
Northeast	70.3	69.1	1.2
West Central	71.8	71.3	0.5
Central	70.8	70.7	0.2
East Central	70.5	69.8	0.6
Southwest	73.6	73.3	0.2
South Central	72.6	72.4	0.2
Southeast	71.5	71.5	-0.1
State	71.5	70.9	0.6

Region	Precipitation	Precipitation Normal	Deviation	Percent of Normal
Northwest	4.15	4.34	-0.19	96
North Central	3.97	4.31	-0.33	92
Northeast	4.10	4.08	0.02	100
West Central	4.04	4.33	-0.29	93
Central	5.31	4.10	1.21	129
East Central	5.14	4.23	0.91	122
Southwest	3.09	4.10	-1.01	75
South Central	3.99	4.09	-0.09	98
Southeast	4.77	4.22	0.55	113
State	4.26	4.19	0.07	102

Accumulated Precipitation: Percent of Mean
June 1, 2017 to June 30, 2017



Mean period is 1981-2010.



Midwestern Regional Climate Center
cli-MATE: MRCC Application Tools Environment
Generated at: 7/10/2017 1:00:01 PM CDT

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Monthly)

000
CXUS53 KIND 011523
CLMBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
1114 AM EDT SAT JUL 1 2017

.....

...THE BLOOMINGTON IN CLIMATE SUMMARY FOR THE MONTH OF JUNE 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR`S VALUE	DATE(S)
TEMPERATURE (F)						
HIGHEST	93	06/12			93	06/12
LOWEST	48	06/08			51	06/09
						06/08
AVG. MAXIMUM	83.7		82.5	1.2	84.8	
AVG. MINIMUM	60.1		60.4	-0.3	63.7	
MEAN	71.9		71.4	0.5	74.2	
DAYS MAX >= 90	3		2.3	0.7	8	
DAYS MAX <= 32	0		0.0	0.0	0	
DAYS MIN <= 32	0		0.0	0.0	0	
DAYS MIN <= 0	0		0.0	0.0	0	
PRECIPITATION (INCHES)						
TOTALS	3.49		4.89	-1.40	3.63	
DAILY AVG.	0.12		0.16	-0.04	0.12	
DAYS >= .01	9		MM	MM	9	
DAYS >= .10	6		MM	MM	6	
DAYS >= .50	3		MM	MM	2	
DAYS >= 1.00	1		MM	MM	2	
GREATEST 24 HR. TOTAL	1.11	06/15 TO 06/15				

DEGREE_DAYS				
HEATING TOTAL	8	15	-7	1
SINCE 7/1	4125	5266	-1141	4276
COOLING TOTAL	222	208	14	288
SINCE 1/1	353	290	63	378

.....

WIND (MPH)			
AVERAGE WIND SPEED	6.4		
HIGHEST WIND SPEED/DIRECTION	26/230	DATE	06/18
HIGHEST GUST SPEED/DIRECTION	33/220	DATE	06/23

SKY COVER	
POSSIBLE SUNSHINE (PERCENT)	MM
AVERAGE SKY COVER	0.20
NUMBER OF DAYS FAIR	22
NUMBER OF DAYS PC	5
NUMBER OF DAYS CLOUDY	2

AVERAGE RH (PERCENT) 64

WEATHER CONDITIONS. NUMBER OF DAYS WITH

THUNDERSTORM	6	MIXED PRECIP	0
HEAVY RAIN	4	RAIN	3
LIGHT RAIN	10	FREEZING RAIN	0
LT FREEZING RAIN	0	HAIL	0
HEAVY SNOW	0	SNOW	0
LIGHT SNOW	0	SLEET	0
FOG	9	FOG W/VIS <= 1/4 MILE	1
HAZE	3		

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

The Weather Channel

Bloomington, IN (47404) Monthly Weather

8:34 am EDT

Jul 2017

SUN	MON	TUE	WED	THU	FRI	SAT
25	26	27	28	29	30	1
2	3	4	5	6	7	8

THURSDAY JULY 6

81° / 69°

Rain

0.19in

Waxing Gibbous

RECORD HIGH 106°

RECORD LOW 49°

SUNRISE 6:26 am

SUNSET 9:15 pm

MOONRISE 7:11 pm

MOONSET 4:39 am

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Daily)

519
CDUS43 KIND 070542
CLIBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
141 AM EDT FRI JUL 7 2017

.....

...THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 6 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER ITEM	OBSERVED VALUE	TIME (LST)	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
TEMPERATURE (F)					
YESTERDAY					
MAXIMUM	80	1236 PM	84	-4	83
MINIMUM	68	1044 PM	64	4	68
AVERAGE	74		74	0	76
PRECIPITATION (IN)					
YESTERDAY	0.50		0.15	0.35	0.51
MONTH TO DATE	0.86		0.92	-0.06	1.99
SINCE JUN 1	4.35		5.81	-1.46	5.62
SINCE JAN 1	26.15		25.70	0.45	24.22
DEGREE DAYS					
HEATING					
YESTERDAY	0		0	0	0
MONTH TO DATE	0		0	0	3
SINCE JUN 1	8		15	-7	4
SINCE JUL 1	0		0	0	3
COOLING					

YESTERDAY	9	9	0	11
MONTH TO DATE	61	54	7	37
SINCE JUN 1	283	262	21	325
SINCE JAN 1	414	344	70	415

.....

WIND (MPH)

HIGHEST WIND SPEED	18	HIGHEST WIND DIRECTION	NE (30)
HIGHEST GUST SPEED	25	HIGHEST GUST DIRECTION	NE (30)
AVERAGE WIND SPEED	2.3		

SKY COVER

AVERAGE SKY COVER 0.4

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

THUNDERSTORM
HEAVY RAIN
RAIN
LIGHT RAIN
FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	90	500 AM
LOWEST	67	500 PM
AVERAGE	79	

.....

THE BLOOMINGTON IN CLIMATE NORMALS FOR TODAY

	NORMAL
MAXIMUM TEMPERATURE (F)	84
MINIMUM TEMPERATURE (F)	64

SUNRISE AND SUNSET

JULY 7 2017	SUNRISE	628 AM EDT	SUNSET	915 PM EDT
JULY 8 2017	SUNRISE	628 AM EDT	SUNSET	915 PM EDT

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

The Weather Channel

Bloomington, IN (47404) Monthly Weather

8:34 am EDT

Jul 2017

SUN	MON	TUE	WED	THU	FRI	SAT
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15

TUESDAY JULY 11

80° / 70°

Light Rain

0.55in

Waning Gibbous

RECORD HIGH 106°

RECORD LOW 52°

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Daily)

631
CDUS43 KIND 120533
CLIBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
131 AM EDT WED JUL 12 2017

.....

...THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 11 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER ITEM	OBSERVED VALUE	TIME (LST)	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
TEMPERATURE (F)					
YESTERDAY					
MAXIMUM	82	715 PM	84	-2	87
MINIMUM	72	1012 PM	64	8	62
AVERAGE	77		74	3	75
PRECIPITATION (IN)					
YESTERDAY	0.12		0.19	-0.07	0.00
MONTH TO DATE	2.38		1.81	0.57	2.73
SINCE JUN 1	5.87		6.70	-0.83	6.36
SINCE JAN 1	27.67		26.59	1.08	24.96
DEGREE DAYS					
HEATING					
YESTERDAY	0		0	0	0
MONTH TO DATE	0		0	0	3
SINCE JUN 1	8		15	-7	4
SINCE JUL 1	0		0	0	3
COOLING					

YESTERDAY	12	9	3	10
MONTH TO DATE	115	99	16	83
SINCE JUN 1	337	307	30	371
SINCE JAN 1	468	389	79	461

.....

WIND (MPH)

HIGHEST WIND SPEED	17	HIGHEST WIND DIRECTION	SW (220)
HIGHEST GUST SPEED	25	HIGHEST GUST DIRECTION	S (160)
AVERAGE WIND SPEED	7.9		

SKY COVER

AVERAGE SKY COVER 0.2

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

THUNDERSTORM
LIGHT RAIN
FOG
HAZE

RELATIVE HUMIDITY (PERCENT)

HIGHEST	90	1100 AM
LOWEST	62	1200 AM
AVERAGE	76	

.....

THE BLOOMINGTON IN CLIMATE NORMALS FOR TODAY

	NORMAL
MAXIMUM TEMPERATURE (F)	84
MINIMUM TEMPERATURE (F)	64

SUNRISE AND SUNSET

JULY 12 2017.....	SUNRISE	631 AM EDT	SUNSET	913 PM EDT
JULY 13 2017.....	SUNRISE	632 AM EDT	SUNSET	913 PM EDT

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

81° / 71°

Thunderstorms

90%

Waxing Crescent

RECORD HIGH 103°

RECORD LOW 48°

SUNRISE 6:42 am

SUNSET 9:02 pm

MOONRISE 11:20 am

MOONSET 11:53 pm

30	31	1	2	3	4	5

STAY SAFE

Get timely weather alerts for Bloomington, IN (47404) right in your browser!

Turn on weather alerts

Average High | Average Low | Record High | Average Precipitation

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
Fund **101 - General Fund (S0101)**			
Department **01 - Animal Shelter**			
Program **010000 - Main**			
Account **43430 - Animal Adoption Fees**			
Rachel Santana	01-Santana-refund adoption fee-canine	10/06/2017	75.00
	Account **43430 - Animal Adoption Fees** Totals	1	$75.00
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	01-labels	10/06/2017	12.09
	Account **52110 - Office Supplies** Totals	1	$12.09
Account **52210 - Institutional Supplies**			
313 - Fastenal Company	01-toilet cleaner, ear protection, hand sanitizer	10/06/2017	290.24
313 - Fastenal Company	01-ear protection, mop bucket	10/06/2017	70.94
313 - Fastenal Company	01-ear protection, towels, mop bucket-9/7/17	10/06/2017	202.20
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-canine/feline-allergnfree canine-090517	10/06/2017	185.48
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-9/08/17	10/06/2017	113.00
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (LG, XL), medication containers-9/13/17	10/06/2017	155.97
4633 - Midwest Veterinary Supply, INC	01-dewormer-9/13/17	10/06/2017	110.45
4137 - Patterson Veterinary Supply, INC	01-needles, syringes, antibiotics-9/12/17	10/06/2017	407.32
4137 - Patterson Veterinary Supply, INC	01-surgical gloves, dewormer	10/06/2017	308.10
4137 - Patterson Veterinary Supply, INC	01-antibiotics, artificial tears-9/12/17	10/06/2017	65.98
4666 - Zoetis, INC	01-antibiotics-9/14/17	10/06/2017	100.69
4666 - Zoetis, INC	01-feline & canine vaccines, de-wormer-9/6/17	10/06/2017	624.89
4666 - Zoetis, INC	01-canine vaccines-9/5/17	10/06/2017	256.00
4666 - Zoetis, INC	01-canine vaccines-9/6/17	10/06/2017	128.00
4666 - Zoetis, INC	01-canine and feline vaccines-9/5/17	10/06/2017	477.00
	Account **52210 - Institutional Supplies** Totals	15	$3,496.26
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-ACC-swivel spray aerator	10/06/2017	3.99
	Account **52310 - Building Materials and Supplies** Totals	1	$3.99
Account **52420 - Other Supplies**			
9523 - Freedom Business Solutions, LLC	01-toner cartridge-HP P2055 Series	10/06/2017	89.95
	Account **52420 - Other Supplies** Totals	1	$89.95
Account **53130 - Medical**			
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency surgery-7/27 & 7/28/17	10/06/2017	1,306.24
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-7/3 & 7/6/17	10/06/2017	421.20
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-7/15/17	10/06/2017	200.00
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-8/7/17	10/06/2017	57.27
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/21-8/31/17	10/06/2017	2,745.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/5-9/14/17	10/06/2017	2,465.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bloodwork, x-rays-9/5/17	10/06/2017	395.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-ray, splint, office visit-9/6/17	10/06/2017	227.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-e-collar-9/6/17	10/06/2017	7.24
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, resplint-9/12 & 9/13/17	10/06/2017	67.73
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay surgery, x-rays-9/12/17	10/06/2017	172.46
	Account **53130 - Medical** Totals	11	$8,064.64
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services September 2017	10/06/2017	85.00
	Account **53140 - Exterminator Services** Totals	1	$85.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	120.59
	Account **53210 - Telephone** Totals	1	$120.59
Account **53220 - Postage**			
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/12/17	10/06/2017	20.40
	Account **53220 - Postage** Totals	1	$20.40
Account **53990 - Other Services and Charges**			
5128 - Petkey, LLC	01-microchip registration	10/06/2017	12.95
	Account **53990 - Other Services and Charges** Totals	1	$12.95
	Program **010000 - Main** Totals	34	$11,980.87
	Department **01 - Animal Shelter** Totals	34	$11,980.87

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
Department **02 - Public Works**			
Program **020000 - Main**			
Account **46060 - Other Violations**			
Daniel Pastron	14-Pastron-refund overpayment pkg citation B1700357	10/06/2017	40.00
Daniel Pastron	14-Pastron-refund overpayment pkg citation A1700396	10/06/2017	40.00
Susan Porter	14-Porter-refund overpayment pkg citation L1701482	10/06/2017	40.00
	Account **46060 - Other Violations** Totals	3	$120.00
	Program **020000 - Main** Totals	3	$120.00
	Department **02 - Public Works** Totals	3	$120.00
Department **03 - City Clerk**			
Program **030000 - Main**			
Account **52110 - Office Supplies**			
53442 - Paragon Micro, INC	03 - LCD Monitor Privacy Filter-2	10/06/2017	149.98
5103 - Staples Contract & Commercial, INC	03-label maker tape, batteries	10/06/2017	59.38
	Account **52110 - Office Supplies** Totals	2	$209.36
Account **52410 - Books**			
843 - A.E. Boyce Company, INC	03 - Resolution books-13 inc. s/h	10/06/2017	3,207.85
	Account **52410 - Books** Totals	1	$3,207.85
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
259 - Indiana Association Of Cities & Towns (AIM)	03 - 2017 AIM Ideas Summit Registration	10/06/2017	375.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$375.00
	Program **030000 - Main** Totals	4	$3,792.21
	Department **03 - City Clerk** Totals	4	$3,792.21
Department **04 - Economic & Sustainable Dev**			
Program **040000 - Main**			
Account **52420 - Other Supplies**			
1892 - Laurel Waters	04 - Reimbursement for Balloons from Pre-K Story Event	10/06/2017	6.00
	Account **52420 - Other Supplies** Totals	1	$6.00
Account **53160 - Instruction**			
517 - Indiana Economic Development Association, INC	04 IDEA - Brian - 2017 IEDA Conference	10/06/2017	275.00
	Account **53160 - Instruction** Totals	1	$275.00
Account **53910 - Dues and Subscriptions**			
3560 - First Financial Bank / Credit Cards	04 Thawte SSL 123 Certificates visit bead.com	10/06/2017	195.00
3560 - First Financial Bank / Credit Cards	04-Refund-Charged Twice	10/06/2017	(97.50)
3560 - First Financial Bank / Credit Cards	04 Hootsuite 2017	10/06/2017	5.99
	Account **53910 - Dues and Subscriptions** Totals	3	$103.49
Account **53990 - Other Services and Charges**			
3560 - First Financial Bank / Credit Cards	04 - Publication Sustainable development communities - BCOS	10/06/2017	232.00
	Account **53990 - Other Services and Charges** Totals	1	$232.00
	Program **040000 - Main** Totals	6	$616.49
	Department **04 - Economic & Sustainable Dev** Totals	6	$616.49
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	06-Paper Clips, note pads, file folders	10/06/2017	1.20
5103 - Staples Contract & Commercial, INC	06-Paper Clips, note pads, file folders	10/06/2017	22.34
	Account **52110 - Office Supplies** Totals	2	$23.54
Account **52420 - Other Supplies**			
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for Controller's printer	10/06/2017	135.00
	Account **52420 - Other Supplies** Totals	1	$135.00
Account **53730 - Machinery and Equipment Rental**			
371 - Pitney Bowes, INC	06-2017 Postage Meter Rental	10/06/2017	120.00
	Account **53730 - Machinery and Equipment Rental** Totals	1	$120.00
	Program **060000 - Main** Totals	4	$278.54
	Department **06 - Controller's Office** Totals	4	$278.54
Department **09 - CFRD**			
Program **090000 - Main**			
Account **52110 - Office Supplies**			
9523 - Freedom Business Solutions, LLC	09-HP Color Laser Jet toner-2	10/06/2017	398.00

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description		Date	Amount
		Account **52110 - Office Supplies** Totals	1	$398.00
Account **53160 - Instruction**				
7956 - Beverly Calendar Anderson	09-Reimbursement - Be Golden ticket		10/06/2017	49.00
		Account **53160 - Instruction** Totals	1	$49.00
Account **53230 - Travel**				
7956 - Beverly Calendar Anderson	09-parking reimb. IMU-9/15/17-HHM Kick-Off		10/06/2017	5.00
860 - Elizabeth D Savich	09-pkg reimb-IMU-9/7/17-Comm. Eng. Stakeholders Mtg		10/06/2017	4.50
		Account **53230 - Travel** Totals	2	$9.50
Account **53960 - Grants**				
205 - City Of Bloomington	09-CFRD Sponsorship - Domestic Violence Conference-2018		10/06/2017	300.00
		Account **53960 - Grants** Totals	1	$300.00
		Program **090000 - Main** Totals	5	$756.50
		Department **09 - CFRD** Totals	5	$756.50
Department **10 - Legal**				
Program **100000 - Main**				
Account **53120 - Special Legal Services**				
19660 - Bose McKinney & Evans, LLP	10-2016 annexation-teleconf. w/P. Guthrie-8/1/17		10/06/2017	85.00
		Account **53120 - Special Legal Services** Totals	1	$85.00
		Program **100000 - Main** Totals	1	$85.00
Program **101000 - Human Rights**				
Account **53160 - Instruction**				
3560 - First Financial Bank / Credit Cards	10 FFB AIM Gun Permit Webiner McKinney		10/06/2017	25.00
		Account **53160 - Instruction** Totals	1	$25.00
		Program **101000 - Human Rights** Totals	1	$25.00
		Department **10 - Legal** Totals	2	$110.00
Department **11 - Mayor's Office**				
Program **110000 - Main**				
Account **53960 - Grants**				
3560 - First Financial Bank / Credit Cards	11-shirts for Takin' it to the Streets		10/06/2017	741.79
		Account **53960 - Grants** Totals	1	$741.79
		Program **110000 - Main** Totals	1	$741.79
		Department **11 - Mayor's Office** Totals	1	$741.79
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	12-cell phone charges 8/12-9/11/17		10/06/2017	26.19
		Account **53210 - Telephone** Totals	1	$26.19
		Program **120000 - Main** Totals	1	$26.19
		Department **12 - Human Resources** Totals	1	$26.19
Department **13 - Planning**				
Program **130000 - Main**				
Account **52420 - Other Supplies**				
5103 - Staples Contract & Commercial, INC	13-Alera soft cushioned ergonomic foot rest		10/06/2017	33.71
		Account **52420 - Other Supplies** Totals	1	$33.71
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	13-cell phone charges-8/12-9/11/17		10/06/2017	182.39
		Account **53210 - Telephone** Totals	1	$182.39
Account **53320 - Advertising**				
323 - Hoosier Times, INC	13-Notice of Public Hearing-public notices-August 2017		10/06/2017	102.04
		Account **53320 - Advertising** Totals	1	$102.04
Account **53910 - Dues and Subscriptions**				
4442 - American Planning Association	13-APA (NEW) membership dues + chapter dues (Amir Farshchi)		10/06/2017	95.00
4442 - American Planning Association	13-APA, AICP, and IN Chapter dues (Brad)_10-1 thru 9-30-18		10/06/2017	165.00
		Account **53910 - Dues and Subscriptions** Totals	2	$260.00
		Program **130000 - Main** Totals	5	$578.14
Program **132000 - MPO**				
Account **53960 - Grants**				
585 - Bloomington Public Transportation Corporation	13-MPO Reimbursement-Unified Planning Work Prgm_Q4		10/06/2017	1,111.20
199 - Monroe County Government	13-2017 MPO Reimb.-UP Work Prgm_Q3		10/06/2017	4,232.59

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
199 - Monroe County Government	13-2017 MPO Reimb.-UP Work Prgm_Q4	10/06/2017	4,757.14
1365 - Town Of Ellettsville	13-2017 MPO Reimb.-UP Work Prgm_Q4	10/06/2017	703.72
	Account **53960 - Grants** Totals	4	$10,804.65
	Program **132000 - MPO** Totals	4	$10,804.65
	Department **13 - Planning** Totals	9	$11,382.79
Department **19 - Facilities Maintenance**			
Program **190000 - Main**			
Account **52210 - Institutional Supplies**			
2966 - Barrett Supplies & Equipment, INC	19-CH-toilet tissue, roll paper towels, hand soap, trash bags	10/06/2017	813.73
	Account **52210 - Institutional Supplies** Totals	1	$813.73
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-CH-furnace filter	10/06/2017	7.98
394 - Kleindorfer Hardware & Variety	19-CH-pitchfork for vegetation removal	10/06/2017	29.99
394 - Kleindorfer Hardware & Variety	19-City Hall-shower head and hose	10/06/2017	32.99
	Account **52310 - Building Materials and Supplies** Totals	3	$70.96
Account **52420 - Other Supplies**			
3560 - First Financial Bank / Credit Cards	19-lock cylinder for drawer in ITS	10/06/2017	18.85
	Account **52420 - Other Supplies** Totals	1	$18.85
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services September 2017	10/06/2017	55.00
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	183.28
	Account **53210 - Telephone** Totals	1	$183.28
Account **53610 - Building Repairs**			
912 - Central Security Systems, INC	19-City Hall-com mon w/test 10/1-12/31/17	10/06/2017	150.00
3434 - Executive Management Services, INC	19-CH/off site facilities-September 2017 cleaning services	10/06/2017	13,389.00
321 - Harrell Fish, INC	19-CH-replaced 2 water fountains w/new bottle filters	10/06/2017	3,345.00
7402 - Nature's Way, INC	19-CH-montly plant interior maintenance billing-September 2017	10/06/2017	336.60
204 - State Of Indiana	19-Elevator certificates for Walnut St Garage/City Hall	10/06/2017	120.00
	Account **53610 - Building Repairs** Totals	5	$17,340.60
Account **53990 - Other Services and Charges**			
32 - Cassady Electrical Contractors, INC	19-Kirkwood & WA/Lincoln/Grant-install receptacles at each inter	10/06/2017	1,375.00
384 - M E Simpson Company, INC	19-CH-conducted leak location services	10/06/2017	1,395.00
	Account **53990 - Other Services and Charges** Totals	2	$2,770.00
	Program **190000 - Main** Totals	14	$21,252.42
	Department **19 - Facilities Maintenance** Totals	14	$21,252.42
Department **28 - ITS**			
Program **280000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	28-HP 90 Black Ink Cartridge	10/06/2017	208.67
	Account **52110 - Office Supplies** Totals	1	$208.67
Account **53210 - Telephone**			
1079 - AT&T	28-phone charges-8/20-9/19/17-#812 339-2261 261 1	10/06/2017	5,524.25
13969 - AT&T Mobility II, LLC	28-cell phone charges 8/12-9/11/17	10/06/2017	678.62
	Account **53210 - Telephone** Totals	2	$6,202.87
Account **53640 - Hardware and Software Maintenance**			
53442 - Paragon Micro, INC	28-Microsoft Server Licenses-5	10/06/2017	3,234.95
8750 - Service Express INC	28-Server Maintenance-COB portion-10/1-12/31/17	10/06/2017	4,239.00
	Account **53640 - Hardware and Software Maintenance** Totals	2	$7,473.95
Account **53910 - Dues and Subscriptions**			
3560 - First Financial Bank / Credit Cards	12-Basecamp Project Plan Subscription	10/06/2017	20.00
	Account **53910 - Dues and Subscriptions** Totals	1	$20.00
	Program **280000 - Main** Totals	6	$13,905.49
	Department **28 - ITS** Totals	6	$13,905.49
	Fund **101 - General Fund (S0101)** Totals	89	$64,963.29
Fund **103 - Restricted Donations**			
Department **06 - Controller's Office**			
Program **400401 - Sustainability**			

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
Account **52420 - Other Supplies**			
321 - Harrell Fish, INC	19-CH-replaced 2 water fountains w/new bottle filters	10/06/2017	1,000.00
	Account **52420 - Other Supplies** Totals	1	$1,000.00
	Program **400401 - Sustainability** Totals	1	$1,000.00
	Department **06 - Controller's Office** Totals	1	$1,000.00
	Fund **103 - Restricted Donations** Totals	1	$1,000.00
Fund **312 - Community Services**			
Department **09 - CFRD**			
Program **090014 - Latino Programs**			
Account **53990 - Other Services and Charges**			
689 - Artistic Media Partners, INC (WBWB & WHCC)	09-Advertisement for Feista del Ontono	10/06/2017	190.00
	Account **53990 - Other Services and Charges** Totals	1	$190.00
	Program **090014 - Latino Programs** Totals	1	$190.00
Program **090018 - CBVN**			
Account **53230 - Travel**			
891 - Lucy Schaich	09-hotel/per diem/	10/06/2017	917.44
	Account **53230 - Travel** Totals	1	$917.44
Account **53990 - Other Services and Charges**			
891 - Lucy Schaich	09-reimb for auto payment-Yahoo-Flickr Pro-1 year	10/06/2017	24.95
	Account **53990 - Other Services and Charges** Totals	1	$24.95
	Program **090018 - CBVN** Totals	2	$942.39
	Department **09 - CFRD** Totals	3	$1,132.39
	Fund **312 - Community Services** Totals	3	$1,132.39
Fund **401 - Non-Reverting Telecom (S1146)**			
Department **25 - Telecommunications**			
Program **254000 - Infrastructure**			
Account **54450 - Equipment**			
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	10/06/2017	167.25
	Account **54450 - Equipment** Totals	1	$167.25
	Program **254000 - Infrastructure** Totals	1	$167.25
Program **256000 - Services**			
Account **53150 - Communications Contract**			
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet-10/1-10/31/17	10/06/2017	149.85
	Account **53150 - Communications Contract** Totals	1	$149.85
Account **53640 - Hardware and Software Maintenance**			
3989 - Ricoh USA, INC	28-Copier Maintenance-COB portion-8/17-9/16/17	10/06/2017	1,706.13
	Account **53640 - Hardware and Software Maintenance** Totals	1	$1,706.13
	Program **256000 - Services** Totals	2	$1,855.98
	Department **25 - Telecommunications** Totals	3	$2,023.23
	Fund **401 - Non-Reverting Telecom (S1146)** Totals	3	$2,023.23
Fund **451 - Motor Vehicle Highway(S0708)**			
Department **20 - Street**			
Program **200000 - Main**			
Account **52110 - Office Supplies**			
9523 - Freedom Business Solutions, LLC	20-HP High Yeild Black Toner for laserjet printer	10/06/2017	184.59
	Account **52110 - Office Supplies** Totals	1	$184.59
Account **52330 - Street , Alley, and Sewer Material**			
334 - Irving Materials, INC	20-8th & Walnut-Class A Stone Ash-5 cy-8/23/17	10/06/2017	507.50
334 - Irving Materials, INC	20-Various-Class A Stone Ash-8 cy-8/22/17	10/06/2017	812.00
334 - Irving Materials, INC	20-500 N Walnut-Class A Stone Ash-6 cy-8/29/17	10/06/2017	609.00
334 - Irving Materials, INC	20-520 N Walnut-Class A Stone Ash-6 cy-8/28/17	10/06/2017	609.00
	Account **52330 - Street , Alley, and Sewer Material** Totals	4	$2,537.50
Account **52340 - Other Repairs and Maintenance**			
53005 - Menards, INC	20-20 gal tote, masonry brush, broad knife, putty knife	10/06/2017	46.97
	Account **52340 - Other Repairs and Maintenance** Totals	1	$46.97
Account **52420 - Other Supplies**			
409 - Black Lumber Co INC	20-Pavement Mkg-stanley tape, utility lighter	10/06/2017	22.53
313 - Fastenal Company	20-white paint, putty knife	10/06/2017	35.89
394 - Kleindorfer Hardware & Variety	20-tarp straps, nitrile gloves, rags, windex, armour all spray	10/06/2017	45.82

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
336 - Southside Rental Center, INC	20-propane-9/11/17	10/06/2017	17.85
	Account **52420 - Other Supplies** Totals	4	$122.09
Account **53130 - Medical**			
231 - Indiana University Health Bloomington, INC	20-D. Sanders-Drug Screen DOT 5 Panel E Screen	10/06/2017	43.00
231 - Indiana University Health Bloomington, INC	20-N. Partlow-Drug Screen DOT 5 Panel E Screen	10/06/2017	43.00
231 - Indiana University Health Bloomington, INC	20-S. Lopossa-Drug Screen DOT 5 Panel E Screen	10/06/2017	43.00
	Account **53130 - Medical** Totals	3	$129.00
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services September 2017	10/06/2017	70.00
	Account **53140 - Exterminator Services** Totals	1	$70.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	184.44
	Account **53210 - Telephone** Totals	1	$184.44
Account **53230 - Travel**			
7622 - Christina Axsom	20-Lucity Conf-MO-per diem reimb-9/17-9/21/17	10/06/2017	128.00
7246 - Joseph D Vandeventer	20-Lucity Conf-MO-per diem/gas reimb-9/17-9/21/17	10/06/2017	192.69
2649 - Danna J Workman	20-Lucity Conf-MO-per diem/hotel reimb-9/17-9/20/17	10/06/2017	936.75
	Account **53230 - Travel** Totals	3	$1,257.44
Account **53250 - Pagers**			
332 - Indiana Paging Network, INC	20-snow control pagers-October 2017	10/06/2017	86.76
	Account **53250 - Pagers** Totals	1	$86.76
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-9/13/17	10/06/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/13/17	10/06/2017	23.05
	Account **53920 - Laundry and Other Sanitation Services** Totals	2	$49.44
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	20-Sweeper Dump Fees-8/23/17	10/06/2017	1,010.00
	Account **53950 - Landfill** Totals	1	$1,010.00
Account **53990 - Other Services and Charges**			
902 - Indiana Underground Plant Protection Service, INC	20-811 tickets-July 2017-836 tickets	10/06/2017	794.20
6152 - K&S Rolloff, INC	20-dumpster-rolloff pull price & delivery-8/29/17	10/06/2017	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-8/8/17	10/06/2017	150.00
	Account **53990 - Other Services and Charges** Totals	3	$1,094.20
	Program **200000 - Main** Totals	25	$6,772.43
	Department **20 - Street** Totals	25	$6,772.43
	Fund **451 - Motor Vehicle Highway(S0708)** Totals	25	$6,772.43
Fund **452 - Parking Facilities(S9502)**			
Department **26 - Parking**			
Program **260000 - Main**			
Account **52310 - Building Materials and Supplies**			
5698 - Vogel Traffic Services, INC (EZ-Liner Industries)	26-Pkg Garages-Power Liner for line striping	10/06/2017	4,285.00
	Account **52310 - Building Materials and Supplies** Totals	1	$4,285.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 8/12-9/11/17	10/06/2017	134.20
13969 - AT&T Mobility II, LLC	26-Pkg Enf Officers-cell phone charges 8/12-9/11/17	10/06/2017	46.11
	Account **53210 - Telephone** Totals	2	$180.31
Account **53610 - Building Repairs**			
392 - Koorsen Fire & Security, INC	26-Morton St Garage-replaced bad smoke detector	10/06/2017	337.27
204 - State Of Indiana	19-Elevator certificates for Walnut St Garage/City Hall	10/06/2017	120.00
	Account **53610 - Building Repairs** Totals	2	$457.27
Account **53650 - Other Repairs**			
3909 - Applied Engineering Services, INC	26-4th St Garage-Serv. thru 8/31/17for Elec. Sys. Replacement-th BC 2017-44	10/06/2017	5,110.00
	Account **53650 - Other Repairs** Totals	1	$5,110.00
	Program **260000 - Main** Totals	6	$10,032.58
	Department **26 - Parking** Totals	6	$10,032.58
	Fund **452 - Parking Facilities(S9502)** Totals	6	$10,032.58
Fund **454 - Alternative Transport(S6301)**			
Department **02 - Public Works**			
Program **020000 - Main**			

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description		Date	Amount
Account **46060 - Other Violations**				
John McGill	14-McGill-refund overpayment pkg citation D1702270		10/06/2017	36.00
Thomas Sexton	14-Sexton-refund for overpayment pkg citation D1701713		10/06/2017	40.00
John Saunders Watts, Jr.	14-Watts-refund overpayment pkg citation M1700450		10/06/2017	40.00
	Account **46060 - Other Violations** Totals		3	$116.00
Account **53110 - Engineering and Architectural**				
5609 - Aecom Technical Services	13-HSIP Ped Safety/Access. Signalized Intersections-7/29-8/25/17	BC 2017-55	10/06/2017	5,472.00
	Account **53110 - Engineering and Architectural** Totals		1	$5,472.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	26-Pkg Enf Officers-cell phone charges 8/12-9/11/17		10/06/2017	92.22
	Account **53210 - Telephone** Totals		1	$92.22
Account **54310 - Improvements Other Than Building**				
17 - Bynum Fanyo & Associates, INC	13-Morningside SW-9/26/16-9/13/17	BC 2016-22	10/06/2017	1,860.00
5637 - Shrewsberry & Associates, LLC	13-10th St. SW-services thru 8/26/17	BC 2017-25	10/06/2017	1,185.00
	Account **54310 - Improvements Other Than Building** Totals		2	$3,045.00
	Program **020000 - Main** Totals		7	$8,725.22
	Department **02 - Public Works** Totals		7	$8,725.22
	Fund **454 - Alternative Transport(S6301)** Totals		7	$8,725.22
Fund **601 - Cum Cap Development(S2391)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
51864 - Flint Trading, INC	20-Pavement Marking Materials-turn arrows, white lines		10/06/2017	4,208.89
	Account **52330 - Street , Alley, and Sewer Material** Totals		1	$4,208.89
Account **54310 - Improvements Other Than Building**				
John McDaniel	13-McDaniel-reimb. for damages to elec. fence-Old SR 37/Dunn Pro		10/06/2017	5,984.00
	Account **54310 - Improvements Other Than Building** Totals		1	$5,984.00
	Program **020000 - Main** Totals		2	$10,192.89
	Department **02 - Public Works** Totals		2	$10,192.89
	Fund **601 - Cum Cap Development(S2391)** Totals		2	$10,192.89
Fund **730 - Solid Waste (S6401)**				
Account **10002.2 - Petty Cash / Cash Change Petty Cash**				
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
205 - City Of Bloomington	02-Petty Cash for refund of trash/yard waste stickers		10/06/2017	5,000.00
	Account **10002.2 - Petty Cash / Cash Change Petty Cash** Totals		10	$50,000.00
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **43100 - Yard Waste**				
Bloomingfoods Sixth Street	02-refund yard waste stickers-813001-813500		10/06/2017	500.00
	Account **43100 - Yard Waste** Totals		1	$500.00
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	16-labels for the trash/recycling carts		10/06/2017	44.64
	Account **52110 - Office Supplies** Totals		1	$44.64
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	19-Sanitation-furnace filters		10/06/2017	5.97
	Account **52310 - Building Materials and Supplies** Totals		1	$5.97
Account **52420 - Other Supplies**				
248 - Cosner's Ice Company	16-ice for employees-75 7lb bags		10/06/2017	108.75
	Account **52420 - Other Supplies** Totals		1	$108.75
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services September 2017		10/06/2017	55.00

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	117.53
	Account **53210 - Telephone** Totals	1	$117.53
Account **53310 - Printing**			
3892 - Midwest Color Printing, INC	16-Sanitation brochures-500	10/06/2017	273.00
	Account **53310 - Printing** Totals	1	$273.00
Account **53610 - Building Repairs**			
392 - Koorsen Fire & Security, INC	19-Sanitation-fire extinguisher inspection-annual	10/06/2017	262.04
	Account **53610 - Building Repairs** Totals	1	$262.04
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/13/17	10/06/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/6/17	10/06/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/13/17	10/06/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/6/17	10/06/2017	7.49
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$78.72
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-8/15-8/31/17	10/06/2017	12,392.00
	Account **53950 - Landfill** Totals	1	$12,392.00
	Program **160000 - Main** Totals	13	$13,837.65
	Department **16 - Sanitation** Totals	13	$13,837.65
	Fund **730 - Solid Waste (S6401)** Totals	23	$63,837.65
Fund **800 - Risk Management(S0203)**			
Department **10 - Legal**			
Program **100000 - Main**			
Account **52410 - Books**			
53246 - National Fire Protection Association (NFPA)	10- National Fire Protect manuals	10/06/2017	162.95
	Account **52410 - Books** Totals	1	$162.95
Account **52430 - Uniforms and Tools**			
8613 - Crane's Leather & Shoe Shop, INC	10-J. Ingalls-safety shoes	10/06/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Eberle-safety shoes	10/06/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-A. Throop-safety shoes	10/06/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-M. Marotz-safety shoes	10/06/2017	100.00
	Account **52430 - Uniforms and Tools** Totals	4	$399.99
Account **53130 - Medical**			
6123 - Jeffery W Morris	10-J. Morris-reimb CDL Physical	10/06/2017	85.00
	Account **53130 - Medical** Totals	1	$85.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	10-Risk-cell phone charges-B. Wilson-8/12-9/11/17	10/06/2017	108.17
	Account **53210 - Telephone** Totals	1	$108.17
Account **53420 - Worker's Comp & Risk**			
2618 - Southeastern Indiana Health Operations, INC	12 WC TTD for 9.29 pay date Inv 1082	09/27/2017	2,410.70
	Account **53420 - Worker's Comp & Risk** Totals	1	$2,410.70
	Program **100000 - Main** Totals	8	$3,166.81
	Department **10 - Legal** Totals	8	$3,166.81
	Fund **800 - Risk Management(S0203)** Totals	8	$3,166.81
Fund **802 - Fleet Maintenance(S9500)**			
Department **17 - Fleet Maintenance**			
Program **170000 - Main**			
Account **52230 - Garage and Motor Supplies**			
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/06/2017	598.50
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/06/2017	441.08
4693 - Monroe County Tire & Supply, INC	17-TIRES	10/06/2017	527.94
	Account **52230 - Garage and Motor Supplies** Totals	3	$1,567.52
Account **52240 - Fuel and Oil**			
613 - Hoosier Penn Oil Company, INC	17-FLUIDS, OIL	10/06/2017	577.71
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	10/06/2017	17,409.26
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	10/06/2017	18,458.74
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	10/06/2017	16,681.28

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS	10/06/2017	17,288.32
	Account **52240 - Fuel and Oil** Totals	5	$70,415.31
Account **52320 - Motor Vehicle Repair**			
474 - Auto-X-10'd, INC (Ziebart)	17-#402/403 BED LINERS	10/06/2017	411.99
474 - Auto-X-10'd, INC (Ziebart)	17-#402/403 BED LINERS	10/06/2017	411.99
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	10/06/2017	5.99
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	10/06/2017	29.99
244 - Bloomington Ford, INC	17-#486 A/C EVAPORATOR PARTS	10/06/2017	840.66
244 - Bloomington Ford, INC	17-#138 CATALYTIC CONV, GASKETS, O2 SENSORS AND NUTS	10/06/2017	227.01
244 - Bloomington Ford, INC	17-#138 CATALYTIC CONV, GASKETS, O2 SENSORS AND NUTS	10/06/2017	254.94
244 - Bloomington Ford, INC	17-#111 LEFT REAR AXLE	10/06/2017	224.54
244 - Bloomington Ford, INC	17 - #130 AC LINE	10/06/2017	63.71
244 - Bloomington Ford, INC	17-#520 intake gaskets, valve cover gaskets, injectors	10/06/2017	410.64
244 - Bloomington Ford, INC	17-#520 intake gaskets, valve cover gaskets, injectors	10/06/2017	202.71
244 - Bloomington Ford, INC	17-#520 intake gaskets, valve cover gaskets, injectors	10/06/2017	12.48
244 - Bloomington Ford, INC	17-#520 intake gaskets, valve cover gaskets, injectors	10/06/2017	96.45
244 - Bloomington Ford, INC	17-#520 CROSSOVER PIPE AND GASKETS	10/06/2017	254.71
244 - Bloomington Ford, INC	17-#440 PASS SIDE MIRROR	10/06/2017	191.84
244 - Bloomington Ford, INC	17-#111 BUSHINGS, ADJUSTER AND BOLT	10/06/2017	88.11
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	132.98
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	41.93
4335 - Circle Distributing, INC	17-CORE RETURN (14862)	10/06/2017	(30.00)
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	46.64
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	232.98
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	44.20
4335 - Circle Distributing, INC	17-MISC PARTS	10/06/2017	152.19
594 - Curry Auto Center, INC	17 - #411 RADIATOR SUPPORTS AND FAN SHROUD	10/06/2017	197.55
4742 - Dreyer, INC	17-#643 Priimary clutch	10/06/2017	386.97
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	17-#331 HALOGEN BULB	10/06/2017	31.00
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS	10/06/2017	31.81
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	10/06/2017	179.02
4439 - JX Enterprises, INC	17 - #939 SHIFT PAD #950 BRAKE LIGHT SWITCH	10/06/2017	1,175.00
4439 - JX Enterprises, INC	17 - #939 SHIFT PAD #950 BRAKE LIGHT SWITCH	10/06/2017	11.37
4439 - JX Enterprises, INC	17 - #939 SHIFT PAD #950 BRAKE LIGHT SWITCH	10/06/2017	23.17
4439 - JX Enterprises, INC	17-FILTER, TURN SIGNAL SWITCH	10/06/2017	135.13
4439 - JX Enterprises, INC	17-#950 VALVE SOLENOID	10/06/2017	71.84
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	10/06/2017	27.99
8181 - Lawson Products, INC	17-MISC PARTS	10/06/2017	493.25
2974 - MacAllister Machinery Co, INC	17 - #602 PINS, RETAINERS, TEETH AND ETC	10/06/2017	.34
2974 - MacAllister Machinery Co, INC	17 - #602 PINS, RETAINERS, TEETH AND ETC	10/06/2017	87.58
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	50.00
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	229.68
787 - Motor Service Corporation	17-CORE RETURN	10/06/2017	(140.00)
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	182.74
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	41.99
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	25.82
787 - Motor Service Corporation	17-MISC PARTS	10/06/2017	143.97
53385 - O'Reilly Automotive Stores, INC	17-#111 SHOCK ABSORBERS	10/06/2017	87.34
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - AUGUST STATEMENT FOR VARIOUS PARTS & SUPPLIES &	10/06/2017	9,712.59
337 - Stansifer Radio Co, INC	17 - ELETRONIC PART	10/06/2017	3.75
54351 - Sternberg, INC	17-#430/STOCK ALTERNATOR AND CLEVIS KIT	10/06/2017	62.28
54351 - Sternberg, INC	17-#430/STOCK ALTERNATOR AND CLEVIS KIT	10/06/2017	187.78
54351 - Sternberg, INC	17-#468 PASSENGER SIDE MIRROR	10/06/2017	432.48
54351 - Sternberg, INC	17-#468 PASSENGER SIDE MIRROR	10/06/2017	75.67
54351 - Sternberg, INC	17-#437 SLACK ADJUSTER	10/06/2017	149.37
54351 - Sternberg, INC	17-#772 HEATER CONTROL PANEL AND H20 VALVE	10/06/2017	807.70
54351 - Sternberg, INC	17-#445/STK FILTERS	10/06/2017	34.58
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #331 shift cable and repair kit	10/06/2017	152.22
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #331 HVAC PANEL, SOLENOID AND SWITCH	10/06/2017	463.34

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description	Date	Amount
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #331 HVAC PANEL, SOLENOID AND SWITCH	10/06/2017	509.67
4139 - Temco Machinery, INC (Global Emergency Products)	17 - CREDIT FOR PARTS	10/06/2017	(110.72)
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 LIFT CYLINDERS, COLLAR AND HOSE	10/06/2017	145.63
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 LIFT CYLINDERS, COLLAR AND HOSE	10/06/2017	145.33
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 LIFT CYLINDERS, COLLAR AND HOSE	10/06/2017	1,868.17
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#440 LENS AND GROMMET	10/06/2017	25.63
2096 - West Side Tractor Sales Co.	17-#656 STARTER	10/06/2017	861.37
2096 - West Side Tractor Sales Co.	17-CORE RETURN CREDIT (5596)	10/06/2017	(50.00)
2096 - West Side Tractor Sales Co.	17-#648 LABOR & PARTS	10/06/2017	560.55
2096 - West Side Tractor Sales Co.	17-#648 HYD LINE	10/06/2017	391.54
	Account **52320 - Motor Vehicle Repair** Totals	66	$24,251.17
Account **52420 - Other Supplies**			
313 - Fastenal Company	17 - HYDRATION MIX	10/06/2017	12.60
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	10/06/2017	7.75
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	10/06/2017	20.49
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - AUGUST STATEMENT FOR VARIOUS PARTS & SUPPLIES &	10/06/2017	4,717.06
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	364.99
	Account **52420 - Other Supplies** Totals	5	$5,122.89
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services September 2017	10/06/2017	40.00
	Account **53140 - Exterminator Services** Totals	1	$40.00
Account **53210 - Telephone**			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 8/12-9/11/17	10/06/2017	17.55
	Account **53210 - Telephone** Totals	1	$17.55
Account **53230 - Travel**			
3560 - First Financial Bank / Credit Cards	17 - SWEEPER SCHOOL TRAINING - LODGING EXPENSE	10/06/2017	476.55
5183 - Frank L Robinson	17 - TRAVEL PERDIEM	10/06/2017	144.25
1072 - Keith L Sharp	17 - TRAVEL PERDIEM	10/06/2017	145.15
	Account **53230 - Travel** Totals	3	$765.95
Account **53610 - Building Repairs**			
1537 - Indiana Door & Hardware Specialties, INC	19-Fleet Maint-4 keys cut	10/06/2017	24.00
	Account **53610 - Building Repairs** Totals	1	$24.00
Account **53620 - Motor Repairs**			
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	10/06/2017	49.99
594 - Curry Auto Center, INC	17 #704 OUTSIDE REPAIR TRANS ISSUSE	10/06/2017	325.43
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	10/06/2017	83.00
2096 - West Side Tractor Sales Co.	17-#648 LABOR & PARTS	10/06/2017	915.90
	Account **53620 - Motor Repairs** Totals	4	$1,374.32
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/06/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/06/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/06/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	10/06/2017	65.31
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$157.26
Account **53990 - Other Services and Charges**			
3560 - First Financial Bank / Credit Cards	17 - titles for sanitation vehicles	10/06/2017	30.00
	Account **53990 - Other Services and Charges** Totals	1	$30.00
	Program **170000 - Main** Totals	94	$103,765.97
	Department **17 - Fleet Maintenance** Totals	94	$103,765.97
	Fund **802 - Fleet Maintenance(S9500)** Totals	94	$103,765.97
Fund **804 - Insurance Voluntary Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**			
17785 - The Howard E. Nyhart Company, INC	12-CIty URM	09/26/2017	40.00
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM	09/27/2017	53.14
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017	09/28/2017	45.00
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals	3	$138.14
Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**			

Board of Public Works Claim Register

Invoice Date Range 09/26/17 - 10/06/17

Vendor	Description		Date	Amount
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util DDC		09/26/2017	1,400.00
		Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals	1	$1,400.00
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util URM		09/27/2017	35.00
		Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals	1	$35.00
Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util**				
17785 - The Howard E. Nyhart Company, INC	12-CIty/Util DDC		09/26/2017	840.00
		Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util** Totals	1	$840.00
		Program **120000 - Main** Totals	6	$2,413.14
		Department **12 - Human Resources** Totals	6	$2,413.14
		Fund **804 - Insurance Voluntary Trust** Totals	6	$2,413.14
Fund **978 - City 2016 GO Bond Proceeds**				
Department **06 - Controller's Office**				
Program **06016D - 2016 D Multi Use Paths**				
Account **54310 - Improvements Other Than Building**				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson St Sidepath-Inv. date 9/8/17	BC 2017-26	10/06/2017	7,522.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Ave Sidepath-Inv. date 9/8/17	BC 2017-27	10/06/2017	23,169.85
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 9/8/17	BC 2017-28	10/06/2017	5,211.25
		Account **54310 - Improvements Other Than Building** Totals	3	$35,903.60
		Program **06016D - 2016 D Multi Use Paths** Totals	3	$35,903.60
Program **06016G - 2016 G Sanitation Carts**				
Account **54510 - Other Capital Outlays**				
5697 - Cascade Engineering, INC	16-64 gal.carts w/lids-800-8/30/17		10/06/2017	31,600.00
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/28/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/29/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/30/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/29/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/30/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/25/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-657/64 gal-280/lids-280-8/28/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/28/17		10/06/2017	33,503.75
5697 - Cascade Engineering, INC	16-carts-35 gal-675/64 gal-280/lids-280-8/30/17		10/06/2017	33,503.75
		Account **54510 - Other Capital Outlays** Totals	10	$333,133.75
		Program **06016G - 2016 G Sanitation Carts** Totals	10	$333,133.75
		Department **06 - Controller's Office** Totals	13	$369,037.35
		Fund **978 - City 2016 GO Bond Proceeds** Totals	13	$369,037.35
			280	$647,062.95

Board of Public Works Claim Register

Invoice Date Range 09/19/17 - 09/20/17

Utility Checks

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 **52210 - Institutional Supplies**										
4574 - John Deere Financial (Rural King)	H14822/62	01-Bleach	Paid by Check # 66236		09/19/2017	09/19/2017	09/19/2017		09/20/2017	35.70
4574 - John Deere Financial (Rural King)	H20655/62	01-canned dog food	Paid by Check # 66236		09/19/2017	09/19/2017	09/19/2017		09/20/2017	14.04
4574 - John Deere Financial (Rural King)	H22239/62	01-litter, canned dog food	Paid by Check # 66236		09/19/2017	09/19/2017	09/19/2017		09/20/2017	302.58
4574 - John Deere Financial (Rural King)	H44471/62	01-bleach	Paid by Check # 66236		09/19/2017	09/19/2017	09/19/2017		09/20/2017	28.56
4574 - John Deere Financial (Rural King)	H44477/62	01-pellet bedding	Paid by Check # 66236		09/19/2017	09/19/2017	09/19/2017		09/20/2017	274.50
				Account **52210 - Institutional Supplies** Totals				Invoice Transactions 5		$655.38
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233		09/20/2017	09/20/2017	09/20/2017		09/20/2017	1,214.46
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$1,214.46
Account **53540 - Natural Gas**										
222 - Vectren	5019542009051 7	19-ACC-gas bill 8/2-9/05/17	Paid by Check # 66238		09/20/2017	09/20/2017	09/20/2017		09/20/2017	1,522.77
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$1,522.77
				Program **010000 - Main** Totals				Invoice Transactions 7		$3,392.61
				Department **01 - Animal Shelter** Totals				Invoice Transactions 7		$3,392.61
Department **19 - Facilities Maintenance**										
Program **190000 - Main**										
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233		09/20/2017	09/20/2017	09/20/2017		09/20/2017	8,913.09
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$8,913.09
				Program **190000 - Main** Totals				Invoice Transactions 1		$8,913.09
				Department **19 - Facilities Maintenance** Totals				Invoice Transactions 1		$8,913.09
				Fund **101 - General Fund (S0101)** Totals				Invoice Transactions 8		$12,305.70
Fund **401 - Non-Reverting Telecom (S1146)**										
Department **25 - Telecommunications**										
Program **256000 - Services**										
Account **53150 - Communications Contract**										
4170 - Comcast Cable Communications, INC	3940NKNSR090 817	28-3940 N Kinser Pk-business cable/internet	Paid by Check # 66230		09/20/2017	09/20/2017	09/20/2017		09/20/2017	116.27
				Account **53150 - Communications Contract** Totals				Invoice Transactions 1		$116.27
				Program **256000 - Services** Totals				Invoice Transactions 1		$116.27
				Department **25 - Telecommunications** Totals				Invoice Transactions 1		$116.27
				Fund **401 - Non-Reverting Telecom (S1146)** Totals				Invoice Transactions 1		$116.27
Fund **450 - Local Road and Street(S0706)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53520 - Street Lights / Traffic Signals**										
223 - Duke Energy	TRFSIGSUM-0917	20-Traffic signal summary electric bill-bill	Paid by Check # 66234		09/20/2017	09/20/2017	09/20/2017		09/20/2017	2,761.99
223 - Duke Energy	STLGHTSUM-0917	20-Street Light Summary electric bill-bill	Paid by Check # 66235		09/20/2017	09/20/2017	09/20/2017		09/20/2017	35,263.40
				Account **53520 - Street Lights / Traffic Signals** Totals				Invoice Transactions 2		$38,025.39
				Program **200000 - Main** Totals				Invoice Transactions 2		$38,025.39
				Department **20 - Street** Totals				Invoice Transactions 2		$38,025.39
				Fund **450 - Local Road and Street(S0706)** Totals				Invoice Transactions 2		$38,025.39
Fund **451 - Motor Vehicle Highway(S0708)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233		09/20/2017	09/20/2017	09/20/2017		09/20/2017	569.10
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$569.10
Account **53540 - Natural Gas**										
222 - Vectren	5241414309071 7	19-Traffic Bldg-gas bill 8/7-9/07/17	Paid by Check # 66238		09/20/2017	09/20/2017	09/20/2017		09/20/2017	30.86
222 - Vectren	5241824709071 7	19-Street Dept-gas bill 8/7-9/07/17	Paid by Check # 66238		09/20/2017	09/20/2017	09/20/2017		09/20/2017	22.56
				Account **53540 - Natural Gas** Totals				Invoice Transactions 2		$53.42
				Program **200000 - Main** Totals				Invoice Transactions 3		$622.52
				Department **20 - Street** Totals				Invoice Transactions 3		$622.52
				Fund **451 - Motor Vehicle Highway(S0708)** Totals				Invoice Transactions 3		$622.52
Fund **452 - Parking Facilities(S9502)**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812334979009-17	26-Pkg Garages-phone charges 8/8-9/7/17	Paid by Check # 66225		09/20/2017	09/20/2017	09/20/2017		09/20/2017	370.48
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$370.48
Account **53510 - Electrical Services**										
223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233		09/20/2017	09/20/2017	09/20/2017		09/20/2017	4,599.70
				Account **53510 - Electrical Services** Totals				Invoice Transactions 1		$4,599.70
				Program **260000 - Main** Totals				Invoice Transactions 2		$4,970.18
				Department **26 - Parking** Totals				Invoice Transactions 2		$4,970.18
				Fund **452 - Parking Facilities(S9502)** Totals				Invoice Transactions 2		$4,970.18

Fund **730 - Solid Waste (S6401)**
Department **16 - Sanitation**
Program **160000 - Main**
Account **53510 - Electrical Services**

223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233	09/20/2017	09/20/2017	09/20/2017	09/20/2017	529.66
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$529.66

Account **53540 - Natural Gas**

222 - Vectren	5019544009051 7	19-Sanitation-gas bill 8/2-9/05/17	Paid by Check # 66238	09/20/2017	09/20/2017	09/20/2017	09/20/2017	50.20
				Account **53540 - Natural Gas** Totals		Invoice Transactions 1		$50.20
				Program **160000 - Main** Totals		Invoice Transactions 2		$579.86
				Department **16 - Sanitation** Totals		Invoice Transactions 2		$579.86
				Fund **730 - Solid Waste (S6401)** Totals		Invoice Transactions 2		$579.86

Fund **802 - Fleet Maintenance(S9500)**
Department **17 - Fleet Maintenance**
Program **170000 - Main**
Account **52240 - Fuel and Oil**

4574 - John Deere Financial (Rural King)	H29735	17-DIESEL EXHAUST FLUID	Paid by Check # 66236	09/19/2017	09/19/2017	09/19/2017	09/20/2017	139.80
				Account **52240 - Fuel and Oil** Totals		Invoice Transactions 1		$139.80

Account **52320 - Motor Vehicle Repair**

4574 - John Deere Financial (Rural King)	H20637	17-FIRE DEPT CARBON MONOXIDE DETECTORS	Paid by Check # 66236	09/19/2017	09/19/2017	09/19/2017	09/20/2017	118.93
				Account **52320 - Motor Vehicle Repair** Totals		Invoice Transactions 1		$118.93

Account **53510 - Electrical Services**

223 - Duke Energy	FACSUM-091417	19-CH/Off site facilities-summary electric bill-bill	Paid by Check # 66233	09/20/2017	09/20/2017	09/20/2017	09/20/2017	785.25
				Account **53510 - Electrical Services** Totals		Invoice Transactions 1		$785.25

Account **53540 - Natural Gas**

222 - Vectren	5186366609071 7	19-Fleet Maint-gas bill 8/7-9/07/17	Paid by Check # 66238	09/20/2017	09/20/2017	09/20/2017	09/20/2017	50.60
				Account **53540 - Natural Gas** Totals		Invoice Transactions 1		$50.60
				Program **170000 - Main** Totals		Invoice Transactions 4		$1,094.58
				Department **17 - Fleet Maintenance** Totals		Invoice Transactions 4		$1,094.58
				Fund **802 - Fleet Maintenance(S9500)** Totals		Invoice Transactions 4		$1,094.58
					Grand Totals	Invoice Transactions 24		$57,714.50

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
10/6/2017	Claims				647,062.95
9/20/2017	Sp Utility Cks				57,714.50
	Woodlawn Ave				
					704,777.45

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 $ 704,777.45

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_____