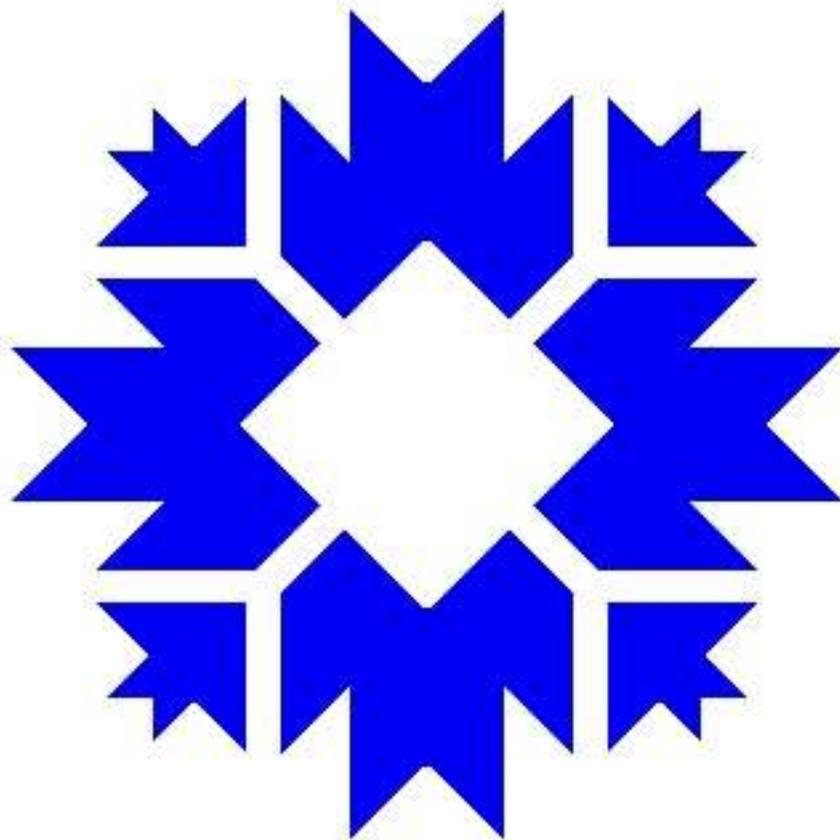


Board of Public Works Meeting

March 20, 2018



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, March 20, 2018 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 Proposals for Parking Access Revenue Control System**
 - 2. Open Sealed Bids for Asphalt Materials**
 - 3. Open Sealed Quotes for Concrete Materials**
 - 4. Open Sealed Quotes for Concrete Services**
- IV. TITLE VI VIOLATIONS**
 - 1. Permission to Abate 1209 W. 11th St.**
- V. CONSENT AGENDA**
 - 1. Approval of Minutes – March 6, 2018**
 - 2. Resolution 2018-16: Dispose of Surplus Personal Property Owned by Department of Public Works**
 - 3. Resolution 2018-17: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (Limestone BBQ)**
 - 4. Resolution 2018-18: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (The Big Cheeze 1)**
 - 5. Resolution 2018-19: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (La Pablana)**
 - 6. Noise Permit Request for IU Jacobs School of Music’s The Giving Piano (3/26/18-3/30/18)**
 - 7. Approval of Payroll**
- VI. NEW BUSINESS**
 - 1. Resolution 2018-20: Uphold Order to Seal Property at 1825 S. Covey Ln. for More Than 90 Days**
 - 2. Approve Memorandum of Understanding with Signature Construction, LLC for Right-of-Way Use at N. Rogers St. & W. 11th St.**
 - 3. Approve Change Order #6 for the Woodlawn Ave. Railroad Crossing Project**
 - 4. Approve Request from CBU to Temporarily Close and Restrict Public Rights-of-Way to Complete the Final Phase of the South Central Interceptor Project**
 - 5. Approve Acceptance of Pedestrian Easement on E. Smith Ave. and S. Washington St.**
 - 6. Resolution 2018-21: Request to Encroach in the Public Right-of-Way at 405 S. Walnut St. for Urban Station**
 - 7. Approve Contract with Ann-Kriss, LLC for Repair of Stairwell Steps in 4th St. Garage**
 - 8. Approve Contract with Ann-Kriss, LLC for Landing Repair at Walnut. St. Garage**
 - 9. Approve Contract with Ann-Kriss, LLC for City Hall Water Damage Restoration Project**
 - 10. Approve Change Order #3 with Neidigh for Animal Shelter Renovation Project**
 - 11. Approve Change Order #4 with Neidigh for Animal Shelter Renovation Project**

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.



Board of Public Works Staff Report

Project/Event: Title VI Request to Abate 1209 W. 11th Street
Petitioner/Representative: HAND
Staff Representative: Jo Stong
Date: March 20, 2018

Report: The above property received Notices of Violation of Title VI of the BMC on February 5, February 15 and February 28, 2018. No action has been taken to bring the property into compliance.

Recommendation and Supporting Justification: Requesting permission to remove trash, debris, broken items and items not intended for outdoor use from exterior property area.

Recommend **Approval** **Denial by:** *Staff Name: Jo Stong*



City of Bloomington
Housing and Neighborhood Development

On 2.5, 2.15, and 2.28-18, 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.

[checked] 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

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

This ticket was issued to the property located at 1209 W. 11th Street. 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: 3.20.2018 Abatement Approved: (Y/N)

Property Owner: Thomas & Ruth Mobley

Address: 1209 W. 11th St.
Bloomington IN 47404

Is this a rental? (Y/N) [checked]

Agent:

Address:

Parcel Number: 53-05-32-208-002.000-005

Legal Description: 013-12640-00 Central Park Lot 1



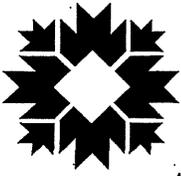
7.15.18 JI



2.15.18 JS



2-15-18 JJ



Notice of Violation

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

Date 2-5-18 ^{now} Time 9:50A Address/location 1209 W. 11th 47404

Issued by: 230

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

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

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

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

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

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

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

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

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

Comments: Remove trash, debris, broken items from property
Broken cabinet in front; trash not in bins; fencing broken
& rotten; fans, plastic shelving, chairs not intended for outdoor use.

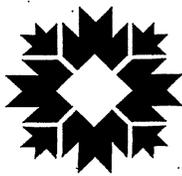
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please 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 Thomas Mobley
Address 1209 W. 11th St.
City Bloom **State** IN
Zip Code 47404

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

BPW: _____

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



Notice of Violation

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

Date 2-15-18^{Thurs} Time 10:37A Address/location 1209 W. 11th 47404

Issued by: 230

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

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

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

BMC 6.06.070 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: Remove trash & debris from property. Increasing fines 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 Thomas & Ruth Mobley
Address 1209 W. 11th St.
City Blgtn **State** IN
Zip Code 47404

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

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



Notice of Violation

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

Date 2-28-18 ^{wed} Time 2:20 P Address/location 1209 W. 11th St.

Issued by: 230 47404

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: Notices of violation 2-5-18 and 2-15-18. Property will go to Board of Public works for permission to abate. Remove trash, debris, items not intended for outdoor use, broken items from property.

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

Owner Name Thomas & Ruth Mobley
Address 1209 W. 11th St.
City Blgtn **State** IN
Zip Code 47404

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

BPW:

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

ORDER OF ABATEMENT (Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 1209 W. 11th Street, Bloomington, IN, with a legal description of 013-12640-00 Central Park Lot 1.

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the above-described property in order to bring said property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code.

Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the above-described property to remove any and all garbage, recyclable materials, or yard waste which are located upon the previously described property.

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

So Ordered this 20th day March, 2018.

Kyla Cox Deckard, President of the Board

The Board of Public Works meeting was held on Tuesday, March 6, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

ROLL CALL

City Staff: Dee Wills – Housing and Neighborhood Development
Chris Wheeler – City Legal
Liz Carter – Planning and Transportation
Adam Wason – Public Works
Jayme Washel – Bloomington Fire Department
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**TITLE VI
VIOLATIONS**

Dee Wills, with Housing and Neighborhood Development, presented the request to Abate 3121 S. Marciel St. (3095 S. Walnut St. Pike). See meeting packet for further details.

**Permission to Abate 3121
S. Marciel St. (3095 S.
Walnut St. Pike)**

Cox Deckard noted that the property owner had been notified multiple times.

Boatman asked if there has been any response from the property owner.

Wills explained the owner believed the neighborhood residents were dumping trash on her property.

Adam Wason, with Public Works, added that there are reporting resources in place to report illegal dumping. There have been no reports made for this address.

Palazzo made a motion to approve the request to Abate 3121 S. Marciel St. (3095 S. Walnut St. Pike). Boatman seconded. The

motion passed. Abatement approved.

1. Approval of Minutes – February 20, 2018
2. Re-approval of the Century Village Plat
3. Confirm Appointments to the Bloomington Digital Underground Advisory Committee
4. Resolution 2018-08: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (The Big Cheeze 2)
5. Resolution 2018-10: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (Doner Kabob)
6. Resolution 2018-15: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Kona Ice)
7. Resolution 2018-11: Use of Public Streets for Bryan Park Kids Triathlon (Saturday, 7/17)
8. Resolution 2018-14: Use of Public Streets and Metered Spaces for Arts Fair on the Square (Saturday, 6/23)
9. Approve Addendum #2 to Extend Contract for Pavement Markings Project with Indiana Traffic Services for 2018
10. Request for Noise Permit for AIDS Walk and Light the Night Festival (Friday, 4/13)
11. Approval of Payroll for 3/2/18 in the amount of \$394,321.38.

CONSENT AGENDA

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

Liz Carter, with Planning and Transportation, presented Resolution 2018-12: Request to Encroach in the Public Right-of-Way at 619 N. Morton St. See meeting packet for further details.

NEW BUSINESS

**Resolution 2018-12:
Request to Encroach in
the Public Right-of-Way
at 619 N. Morton St.**

Boatman asked if the tree's growth could cause any issues for the canopy.

Carter added that there is a red oak tree about 10 feet away from the building, which will not cause a problem. She added that Planning and Transportation would not issue an occupancy permit if the tree is too close to the building.

Zach Bode, with Gilliate Contractors, explained the tree will not cause an issue.

Palazzo made a motion to approve Resolution 2018-12: Request to Encroach in the Public Right-of-Way at 619 N. Morton St. Boatman seconded. The motion passed. Resolution 2018-12 approved.

Carter presented the Memorandum of Understanding with Gilliate General Contractors for Right-of-Way Use at 619 N. Morton St. See

**Approve Memorandum
of Understanding with**

meeting packet for further details.

Wason asked if the full road closure request is for the duration of the project.

Tom Ritman, with Gilliate Contractors, explained the closure is for one week. He agreed to close it in the evenings only.

Boatman noted that staff will work closely with the contractor to ensure that there is no conflict with other projects.

Boatman made a motion to approve Memorandum of Understanding with Gilliatte General Contractors for Right-of-Way Use at 619 N. Morton St. Palazzo seconded. The motion passed. Memorandum approved.

Ryan Daily, with Parking Garage Operations, presented Change Order #1 with Ann-Kriss for 4th St. Garage Door Replacement Project. See meeting packet for further details.

Palazzo made a motion to approve Change Order #1 with Ann-Kriss for 4th St. Garage Door Replacement Project. Boatman seconded. The motion passed. Change order approved.

Daily presented the Contract with Ann-Kriss for Emergency Repairs to Southeast Stairwell at 4th St. Garage. See meeting packet for further details.

Daily added that staff had planned on addressing this issue in April. However, the level of deterioration necessitated repairs be done sooner.

Boatman asked how long the repairs will take.

Daily estimated that it would take about 5 days, dependent upon the weather.

Boatman made a motion to approve the Contract with Ann-Kriss for Emergency Repairs to Southeast Stairwell at 4th St. Garage. Palazzo seconded. The motion passed. Contract approved.

Jayne Washel, Bloomington Fire Department, presented the Contract with Cassidy Electric for Fire Station Headquarters Conduit Installation. See meeting packet for further details.

Boatman asked if this project will disrupt operations at the station.

Washel said impacts would be minimal to nothing.

Washel explained the current system triggers the alarms in all

**Gilliatte General
Contractors for Right-of-
Way Use at 619 N.
Morton St.**

**Approve Change Order
#1 with Ann-Kriss for 4th
St. Garage Door
Replacement Project**

**Approve Contract with
Ann-Kriss for
Emergency Repairs to
Southeast Stairwell at 4th
St. Garage**

**Approve Contract with
Cassady Electric for Fire
Station Headquarters
Conduit Installation**

stations. The new one would only trigger the alarms in the station that is being dispatched.

Boatman made a motion to approve the Contract with Cassady Electric for Fire Station Headquarters Conduit Installation. Palazzo seconded. The motion passed. Contract approved.

Washel presented the Contract with HFI for Sewer Lift Shop Replacement. See meeting packet for further details.

Approve Contract with HFI for Sewer Lift Shop Replacement

Washel added that this is one of the restrooms that is opened for public use during community events.

Palazzo made a motion to approve Contract with HFI for Sewer Lift Shop Replacement. Boatman seconded. The motion passed. Contract approved.

Wason presented Resolution 2018-13: Sidewalk Repair and Maintenance Program. See meeting packet for further details.

Resolution 2018-13: Sidewalk Repair and Maintenance Program

Wason added that the City is in the process of introducing a Sidewalk Participation Program where the City would share costs to repair some of the sidewalks that are most used by the public.

Palazzo asked if this request is for the current year only.

Wason confirmed.

Boatman asked if a property owner may use contractors that are not listed.

Wason confirmed. He explained contractors on the list have been preapproved and bonded by the City.

Palazzo made a motion to approve Resolution 2018-13: Sidewalk Repair and Maintenance Program. Boatman seconded. The motion passed. Resolution 2018-13 approved.

Wason provided the following announcements:

- Animal Shelter: The shelter will be closed on Thursday for additional training in the new portion of the building.
- City Roads and Streets: 4,000 potholes have been filled around the City this year. Over the last few workdays, a load of hot asphalt has been used. This is a more permanent repair. Residents are encouraged to contact the Street Department or submit a U-Report about pothole issues around the city.
- Country Club Dr. Closure: This closure began a few days ago. He asked residents to be patient as the city goes through this very busy construction season. Gordon Pk. is required to have one lane in each direction remain open for the duration

STAFF REPORTS & OTHER BUSINESS

of the Country Club Dr. Project.

Boatman moved to approve the Claims Register 1/31/18 to 3/9/18 in the amount of \$1,348,403.32. Palazzo seconded the motion. The motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:07 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project: Disposal of Surplus Items by City of Bloomington Public Works

Staff Representative: Adam Wason

Date: March 14, 2018

The Department of Public Works has a large stock of light fixtures which were used in the Morton Street Parking Garage and the Walnut Street Parking Garage as well as a de-icing salt spreader that are inoperable and/or outdated.

The Department of Public Works staff believes that the expense of labor, equipment and fuel required to organize and transport all of this equipment for a sale or transfer, exceed the value of the equipment.

Staff requests that the Board of Public Works approve of disposing of these items.

Recommend **Approval** **Denial** by Adam Wason

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-16**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Department of Public Works purchases and provides equipment for the City's parking garages including, but not limited to, lighting fixtures and equipment to maintain the garages; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated, the Department of Public Works removes said equipment and installs new replacement equipment; and

WHEREAS, the Department of Public Works has a large stock of light fixtures which were used in the Morton Street Parking Garage and the Walnut Street Parking Garage as well as a de-icing salt spreader that are inoperable and/or outdated; and

WHEREAS, this equipment is identified in Attachment A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter "Board of Public Works") may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, the Department of Public Works has assessed the value of this outdated equipment to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment for a sale or transfer, the Department of Public Works staff believes that these costs exceed the value of the equipment; and

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The equipment is hereby declared to be surplus personal property.
2. The value of the equipment contained in Attachment A is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.
4. The equipment is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____
day of _____, 2018.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice President

Dana Palazzo, Secretary

Attest: _____
Adam Wason, Director
Department of Public Works

Attachment A

- 258 non-functioning High-Pressure Sodium light fixtures that were removed from the Walnut and Morton Street Parking Garages as part of the LED upgrades in 2016.
- 1 broken de-icing salt spreader



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: John Smith dba Limestone BBQ, LLC

Staff Representative: Laurel Waters

Meeting Date: March 20, 2018

John Smith, co-owner of Limestone BBQ, LLC has applied to renew his Mobile Vendor License to operate a food truck. This is Food Truck #1. 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 truck selling various grilled cheese sandwiches, sides and beverages.

This application is for 1 year.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-17**

**Mobile Vendor in Public Right of Way
John Smith dba Limestone BBQ, 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, John Smith dba Limestone BBQ, LLC (“Vendor”) intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, Vendor 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

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 March 21, 2018, and ending on March 20, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

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

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

RESOLUTION 2018-17

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 MARCH, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-17** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

John Smith, Limestone BBQ, LLC

Date: _____



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	John Smith		
Title/Position:	CO. owner		
Date of Birth:	3-20-70		
Address:	1910 Schacht Rd - Bloomingt		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	bbq@limestonebbq.com		
Phone Number:	812-322-1601	Mobile Phone:	Same

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

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

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

4. Company Information

Name of Employer:	Limestone BBQ, LLC		
Address of Employer:	1910 Schacht Rd		
City, State, Zip:	Bloomington IN 47401		
Employment Start Date:	7/2016	End Date (If known):	—
Phone Number:	812-322-1601		
Website / Email:	limestonebbq.com bbq@limestonebbq.com		
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
John Smith	1910 Schacht Rd Bton 47401
Coary Farler	3150 S Hoff lane Bton 47403

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

Date of incorporation or organization:	7/16
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

<p>BBQ</p>	
Planned hours of operation:	<p>Varies</p>
Place or places where you will conduct business (If private property, attach written permission from property owner):	<p>Varies</p>
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.	<p>Please Attach</p>
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

Shine is emailing a copy

Govt

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John ✓

For City Of Bloomington Use Only

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



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 2	ISSUE DATE 02/28/2018	PUR DATE 09/29/2016	COUNTY 53 - MONROE		TP R	PL YR 18	PLATE TK446NCU	PL TP GT	WEIGHT 16	PR YR 17	LS N	TYPE GT	PRIOR YR PL TK446NCU
EXPIRATION DATE 2/28/2019		MUNICIPALITY Bloomington		VEHICLE YEAR 2016	MAKE GMC	MODEL SIE	VEHICLE IDENTIFICATION NUMBER 1GT12REG0GF157673			TYPE TK	COLOR MAR/			
CURRENT YEAR TAX	VEH EX TAX 55.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 55.00	CO. WHEEL/EX TAX 40.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 159.00	ADMIN FEE 0.00	TOTAL 254.00					
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00					
REGISTRATION LICENSE TYPE TRUCK 16,000 GENERAL TRUCK NEW FORMAT														

LIMESTONE BBQ LLC
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234

C
LP

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 0	AGE 1	ISSUE DATE 02/28/2018	PUR DATE 10/03/2016	COUNTY 53 - MONROE	TP R	PL YR 18	PLATE TR716ZV	PL TP GP	WEIGHT 12	PR YR 17	LS N	TYPE GP	PRIOR YR PL TR716ZV
EXPIRATION DATE 2/28/2019	MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 2017	MAKE SDG	MODEL 8.5	VEHICLE IDENTIFICATION NUMBER 4S9ES1EH6HW364622			TYPE TR	COLOR MAR/		
CURRENT YEAR TAX	VEH EX TAX 28.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 28.00	CO. WHEEL/EX TAX 40.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 72.00	ADMIN FEE 0.00	TOTAL 140.00				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 12,000													

LIMESTONE BBQ LLC
3150 S HOFF LN
BLOOMINGTON, IN 47403-9234

C
LP

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION KLEINDORFER'S GARAGE INC.
INSPECTOR'S NAME CHRIS KLEINDORFER INSPECTOR'S PHONE # 812-334-1049
DATE OF INSPECTION 2-21-18
TAXICAB COMPANY _____
VEHICLE YEAR 2017 MAKE SDG Trailer MODEL 24' B3Q
VIN _____

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

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION KLEINDORFER'S GARAGE INC.
INSPECTOR'S NAME CHRIS KLEINDORFER INSPECTOR'S PHONE # 812-334-1049
DATE OF INSPECTION 2-27-18
TAXICAB COMPANY _____
VEHICLE YEAR 2016 MAKE GMG MODEL Sienna 2500
VIN 1GT12REG0GF157673

	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	_____	_____	<u>LIKE NEW</u>

**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**

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

John Smith Limestone BBQ
Name, Printed

[Signature]
Signature

2/21/2018
Date Release Signed

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

**Certificate of Organization
of
LIMESTONE BBQ, LLC**

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, June 16, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 16, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201606161146028 / 7336370

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/16/2016 09:49 AM

Formed pursuant to the provisions of the Indiana Business Flexibility Act

BUSINESS ID 201606161146028
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME Limestone BBQ, LLC
PRINCIPAL OFFICE ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

NAME UNITED STATES CORPORATION AGENTS, INC.
ADDRESS 4010 W 86TH STREET, STE D, INDIANAPOLIS, IN, 46268 - , USA

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 06/16/2016

TITLE Member
NAME John Smith
ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

TITLE Member
NAME Gary Tarter
ADDRESS 1910 E. Schacht Rd. , Bloomington, IN, 47401, USA

THE LLC WILL BE MANAGED BY MANAGER(S) No

**APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
06/16/2016 09:49 AM**

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

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY June 16, 2016

SIGNATURE

John Smith

TITLE

Member

Business ID : 201606161146028

Filing No. : 7336370

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

LIMESTONE BBQ LLC
JOHN L. SMITH MBR
1910 E SCHACHT RD
BLOOMINGTON, IN 47401

Date of this notice: 07-27-2016

Employer Identification Number:
81-3373820

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

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: John Smith Limestone BBQ

Signature: John Smith

Date: 2/21/2018

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: John Smith Limestone BBQ

Signature: John Smith

Date: 2/18/2018

**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: 03/09/2018

Business Name: Limestone BBQ LLC

Address: 3150 HOFF LN
Bloomington, IN 47408

Phone: CELL 812-322-5157

The following permit has been issued:

Permit No. 18-101

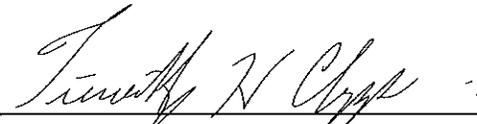
Type: FOOD Temporary Vender/Cooking

Issued Date: 03/09/2018

Effective Date: 03/09/2018

Expiration Date: 03/09/2019

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.



Inspector: Tim Clepp

3/9/2018

Date

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

Limestone BBQ

Attn: Gary Tarter

3150 S. Hoff Lane

Bloomington, IN 47403

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 13 2018

2018

By Thomas W. [Signature]

Expires annually on the last day of February

This License Is Not Transferable to Another Individual or Location

~ Sandwiches ~
Pulled Pork \$5
Cajun Chicken \$5
Hotdogs \$1.50
Pork Sandwich \$6
Peanut Sandwich \$7
Larder Sandwich \$6
Chips \$1
Milk \$1.50
Dietic \$1
Dietic \$1
Drinks \$1
Larder Sandwich \$5
Milk \$1.50
Dietic \$1
Dietic \$1



Limestone BBQ

and More Catering

WEDDINGS
GRADUATIONS
CORPORATE LUNCHES
HOLIDAY PARTIES
SPECIAL EVENTS
LIMESTONEBBQ.COM
812.322.5157





Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Cory Sampson – The Big Cheeze 1

Staff Representative: Laurel Waters

Meeting Date: February 20, 2018

Cory Sampson, owner of The Big Cheeze has applied to renew his Mobile Vendor License to operate a food truck. This is his primary food truck. It has been determined that when the applicant wants to operate in the right of way, 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. The Board of Public Works' approval to operate in the public right of way is one of the items on the checklist 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 truck selling various grilled cheese sandwiches, sides and beverages.

This application is for 1 year.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-18**

**Mobile Vendor in Public Right of Way
Cory Sampson, dba The Big Cheeze 1**

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, Cory Sampson, dba The Big Cheeze 1 (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, Vendor 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

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 March 7, 2018, and ending on March 6, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

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

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

RESOLUTION 2018-18

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 March, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

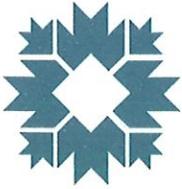
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-18** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Cory Sampson, The Big Cheeze 1

Date: _____

Master #1



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Cory Sampson		
Title/Position:	Owner		
Date of Birth:	07/25/91		
Address:	903 Clover Dr.		
City, State, Zip:	Ciletsville, IN 47429		
E-Mail Address:	Cory.Sampson@theBigCheeze.com		
Phone Number:	(317) 908-8300	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.

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

4. Company Information

Name of Employer:	The Big Cheese LLC			
Address of Employer:	3637 E. Bryn Mawr Dr.			
City, State, Zip:	Bloomington, IN 47401			
Employment Start Date:	9/2011	End Date (If known):		
Phone Number:	(317) 908-8300			
Website / Email:	WWW.TheBigCheese.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
Cory Sampson	903 Clover Dr.
Chad Sutor	2216 S. Laurelwood Ave.

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

Date of incorporation or organization:	10/12/2011
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

Grilled Cheese, fries, mozzarella sticks, Soup, drinks	
Planned hours of operation:	Tues - Sat 11am - 3am
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood
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
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

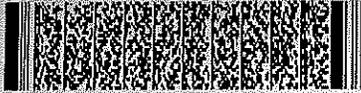
Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 4	ISSUE DATE 02/07/18	PUR DATE 12/31/12	COUNTY 53 - MONROE	TP R	PL YR 17	PLATE TK149MIW	PL TP QT	WEIGHT 11	PR YR 16	LS N	TYPE TK	PRIOR YR PL TK149MIW
EXPIRATION DATE 11/07/18		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 13	MAKE CHE	MODEL 2KH	VEHICLE IDENTIFICATION NUMBER 1GG0KVC04DZ232846		TYPE TK	COLOR WHI/		
CURRENT YEAR TAX	EX TAX 195.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 195.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 15.00	TOTAL 280.35				
PRIOR YEAR TAX	EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



IINT
Legal Address
3637 E. BRYN MAWR DR
BLOOMINGTON, IN 47401-7887



JOHN CHADWICK & MARK A SUTOR
3637 E BRYN MAWR DR
BLOOMINGTON, IN 47401-7887



BATCH# 801023 SEQUENCE# 327 1/1

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 apply.



**CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING INSPECTION Pomps Tire
INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 3-7-18
TAXICAB COMPANY Big Cheese
VEHICLE YEAR 13 MAKE Chevy MODEL 2500
VIN 1GCOKVCG4D2232845

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

Master #1

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pompa Tire
INSPECTOR'S NAME Roscoe L. Knight INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 2-8-18
TAXICAB COMPANY The Big Cheese
VEHICLE YEAR _____ MAKE _____ MODEL _____
VIN 1S986X168CM982099

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
02/06/2017 11:33 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201702061179379
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME THE BIG CHEEZE LLC
PRINCIPAL OFFICE ADDRESS 2216 South Laurelwood Drive, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME MALLOR GRODNER LLP
ADDRESS 511 WOODSCREST DR, BLOOMINGTON, IN, 47401, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 02/06/2017

ARTICLE IV - PRINCIPAL(S)

TITLE Member
NAME John Chadwick Sutor
ADDRESS 2216 South Laurelwood Drive, Bloomington, IN, 47401, USA

TITLE Member
NAME Cory Sampson
ADDRESS 903 Clover Drive, Ellettsville, IN, 47429, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
02/06/2017 11:33 AM

SIGNATURE

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

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **February 6, 2017**

SIGNATURE

John Chadwick Sutor

TITLE

Member

Business ID : 201702061179379

Filing No : 7507939

Date of this notice: 02-06-2017

Employer Identification Number:
81-5242508

Form: SS-4

Number of this notice: CP 575 B

BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-5242508. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BIGC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 02-06-2017
EMPLOYER IDENTIFICATION NUMBER: 81-5242508
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

BIG CHEEZE LLC
JOHN CHADWICK SUTOR MBR
2216 S LAURELWOOD DR
BLOOMINGTON, IN 47401

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

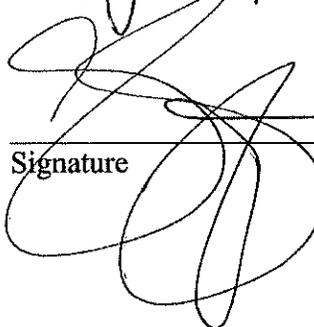
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Cory Sampson, The Big Cheese LLC
Name, Printed


Signature

2/12/18
Date Release Signed

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.

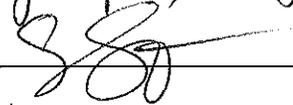
No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.

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: The Big Cheese

Name: Lory Sampson, The Big Cheese LLC

Signature: 

Date: 2/12/18

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code

A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights

No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants

No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit

Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department

No mobile food vendor unit may make use of any public or private electrical outlet while in operation

Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:

- The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
- The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
- Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

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

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

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

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

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

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

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

No mobile food vendor unit shall ever be left unattended

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

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

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

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

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

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

No mobile food vendor shall have a drive-thru

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

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

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

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

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

Vendor: The Big Cheeze LLC

Name: Cory Sampson, The Big Cheeze LLC

Signature: 

Date: 2/12/18

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: 02/13/2018

Business Name: Big Cheeze

Address: 3637 E BRYN MAWR DR
TRLR 1

Phone:

The following permit has been issued:

Permit No. 18-0099

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/13/2018

Effective Date: 02/13/2018

Expiration Date: 02/13/2019

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 Fire for more information.



2/13/2018

Inspector: Tim Clapp

Date

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

Big Cheeze

Chad Sutor

2361 w. Rappel

Bloomington, IN 47404

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.

2018

Issued FEB 12 2018

By *Thomas W. Sharpe*

Permit Expires: 2/28/2019

This License Is Not Transferable to Another Individual or Location

FOLLOW US ON
TWITTER
@CHEESESTANDS
CHECK US OUT ON
FACEBOOK
CHEESESTANDS

**EASY CHEEZY GOODNESS
ON WHEELS**



THE CHEESE STANDS ALONE

POTABLE
WATER





Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: David Howard dba La Bablana LLC

Staff Representative: Laurel Waters

Meeting Date: March 20, 2018

David Howard, owner of LaPablana LLC has applied to renew his 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 truck selling a full range of Mexican food, i.e. tacos, burritos, etc.

This application is for 1 year.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-19**

**Mobile Vendor in Public Right of Way
David Howard dba La Pablana 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, David Howard dba La Pablana LLC (“Vendor”) intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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 April 4, 2018, and ending on April 3, 2019.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

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

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

RESOLUTION 2018-19

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 MARCH, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-19** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

David Howard, La Pablana LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	David Howard Lapobla LLC		
Title/Position:	Owner		
Date of Birth:	10/5/83		
Address:	1414 E Rhowe Rd.		
City, State, Zip:	Bloomington Ind 47401		
E-Mail Address:	David Lapobla922@gmail.com		
Phone Number:	5745229587	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.			
Name:	Jana Leigh		
Address:	1414 E Rhowe Rd.		
City, State, Zip:	Bloomington Ind 47401		
E-Mail Address:	David Howard construction@gmail.com		
Phone Number:	5745229587	Mobile Phone:	

4. Company Information

Name of Employer:	La Poblana LLC			
Address of Employer:	1420 E R Honor Rd.			
City, State, Zip:	Bloomington In. 47401			
Employment Start Date:	2/16/2015	End Date (If known):		
Phone Number:	574 522 9587			
Website / Email:	LapoblanaTacos.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
David Howard	1414 E R Honor Rd. Bloomington In. 47401

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

Date of incorporation or organization:	2/16/15
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	2/16/15

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

<p>Full Kitchen with Refrigerators + Freezers ANSI Hood system with cooktop + Fryer Serving tacos, tortas, Burritos + Full menu of Mexican cuisine</p>	
<p>Planned hours of operation:</p>	<p>Tues - Sun 10AM - 2AM</p>
<p>Place or places where you will conduct business (If private property, attach written permission from property owner):</p>	<p>City approved location</p>
<p>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.</p>	<p>Please Attach</p>
<p>Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?</p>	<p>Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>(If Yes) Provide details</p>	<p>for the past 5 years No have not been revoked</p>

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle	Michigan Registration
<input checked="" type="checkbox"/>	Copy of a valid driver's license	
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license	
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business	
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • 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 	0
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.	
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.	0
<input checked="" type="checkbox"/>	A copy of the Employer ID number	
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement	
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement	
<input checked="" type="checkbox"/>	Fire inspection (if required)	0
<input checked="" type="checkbox"/>	Picture of truck or trailer	
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler	

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
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MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: **D197919** Expires:
ORIGINAL REGISTRATION

NON-EXPIRING

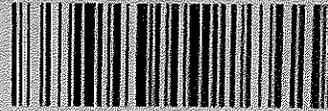
2015 FREEDOM TRAILER

Vehicle No. **5WKBE1626F1030285**
H 630 135 603 767

Fee Cat. or Wt. **003300**
County: **CASS**

DAVID MICHAEL HOWARD
16067 VANS LN
VANDALIA

MI 49095



D197919 D

License Fee: **200.00**

02062015 T5 D037 207 0364 2449.58

TR-1L



**MICHIGAN REGISTRATION
RECREATION PASSPORT**

**RUTH JOHNSON
Secretary of State**

Plate: **DB65016** Expires: **02/28/2019**

RENEWAL OF DB65016

2011 FORD PICKUP

Vehicle No.: **1FT8X3BT3BEA16951**

H 630 135 603 767

Fee Cat. or Wt.: **000046**

County: **CASS**

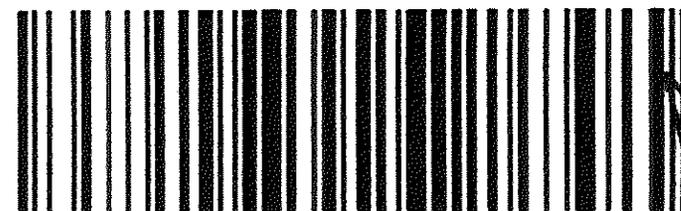
DAVID MICHAEL HOWARD AND

LA PABLANA LLC

1420 E RHORER RD

BLOOMINGTON

IN 47401



DB65016 D

License Fee: **223.00**

02272018 F7 G058 207 0659 223.00

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meineke
INSPECTOR'S NAME E S Trumpold INSPECTOR'S PHONE # 812-339-7855
DATE OF INSPECTION 3-1-18
TAXICAB COMPANY _____
VEHICLE YEAR _____ MAKE _____ MODEL _____
VIN _____

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	_____	_____	<u>Non Applicable</u>
WINDSHIELD WIPERS	_____	_____	<u>N/A</u>
MIRRORS	_____	_____	<u>N/A</u>
SEATBELTS	_____	_____	<u>N/A</u>
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	_____	_____	<u>N/A</u>
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**



LAPOBLA-01

LBARR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2018

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 The Healy Group, Inc. 17535 Generations Drive South Bend, IN 46635	CONTACT NAME: PHONE (A/C, No, Ext): (574) 271-6000 FAX (A/C, No): (574) 243-3214 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Secura Insurance Companies</td> <td>22543</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Secura Insurance Companies	22543	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED La Poblana, LLC 1420 E Rhorer Rd 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20-CP-003240170-7	06/22/2017	06/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20-A-003240171-7	06/22/2017	06/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington	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
---------------------	---

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

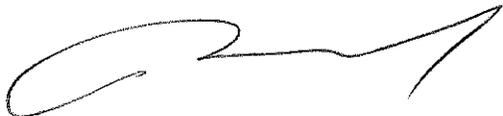
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

David Howard La Polona
Name, Printed


Signature

2/28/18
Date Release Signed

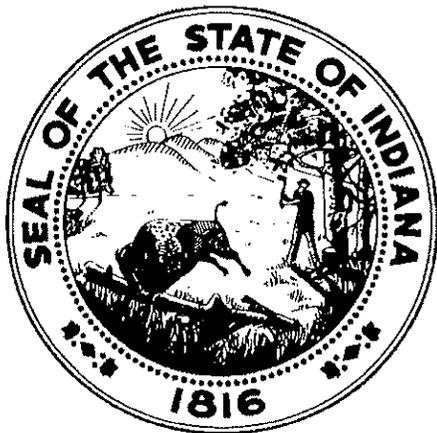
State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION
of
LA PABLANA 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, February 15, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 16, 2015



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1800149137701

LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON, IN 47401-8857

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

TID: 0155280422
LOC: 001
FID: 47-3129194/0
ISSUED: 03/06/2018
EXPIRES: 10/31/2019

000030



LA PABLANA LLC
1420 E RHORER RD
BLOOMINGTON, IN 47401-8857

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear LA PABLANA LLC:

Please note the expiration date on the certificate. Effective Jan. 2007, all Indiana retail merchant certificates must be renewed every two years with the Indiana Department of Revenue. Merchants in good standing with the Department will automatically receive a renewed certificate. A certificate cannot be renewed, however, if the merchant has unpaid tax debts owed to the Department.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

All Indiana Businesses Encouraged to File Online

A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INtax, the state's free online filing program. Although you are not a new business, we want to strongly encourage you to consider using INtax to file your Indiana sales and withholding taxes.

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

Many taxpayers currently using INtax are highly satisfied with this online tool. In fact, 93 percent of INtax users recently surveyed said they would recommend INtax to others.

Please register for INtax today at www.INtax.in.gov When registering, use your preapproved INtax activation code; 22E6DE1D-CC0E-0110-E053-0A131840DE77.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

00034010100



01000000000000000000000000000000

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

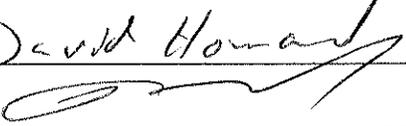
Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but 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: La Poblana
Name: David Howard
Signature: 
Date: 2/28/18

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - 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).

- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o 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.
- o 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: La Poblana
Name: David Howard
Signature: 
Date: 2/28/18

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: 03/09/2018

Business Name: La Poblana

Address: 1420 E RHORER RD
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 18-102

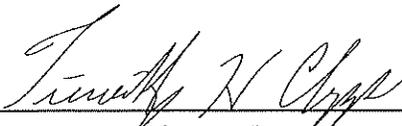
Type: FOOD Temporary Vender/Cooking

Issued Date: 03/09/2018

Effective Date: 03/09/2018

Expiration Date: 03/09/2019

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.



Inspector: Tim Clapp **Date** 3/9/2018

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

LA POBLANA

DAVID HOWARD

1420 EAST RHORER ROAD

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.

2018

Issued JAN 31 2018
By *Thomas W Sharpe*

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Alonke
INSPECTOR'S NAME EJ Truitt INSPECTOR'S PHONE # 8123177855
DATE OF INSPECTION 3/25/11
TAXICAB COMPANY _____
VEHICLE YEAR 2011 MAKE Ford MODEL F350
VIN 1FT8X38T362416951

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

**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**

CITY OF BLOOMINGTON

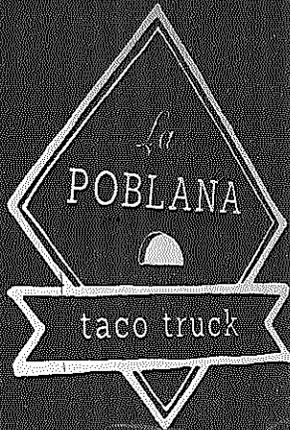
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meineke
INSPECTOR'S NAME ES Trumpold INSPECTOR'S PHONE # 812-339-7855
DATE OF INSPECTION 3-1-18
TAXICAB COMPANY _____
VEHICLE YEAR 2015 MAKE Freedom MODEL Trailer
VIN 5WKBE1621F1030285

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	_____	_____	<u>Non Applicable</u>
WINDSHIELD WIPERS	_____	_____	<u>N/A</u>
MIRRORS	_____	_____	<u>N/A</u>
SEATBELTS	_____	_____	<u>N/A</u>
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	_____	_____	<u>N/A</u>
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**



lapoblana.us
lapoblana922@gmail.com
812-318-2733

Mobile Vendors Name	License Term	License Dates	Approved for Public Property
Big Cheez – 1	1 year	PENDING	Y
Big Cheez – 2	1 year	3-7-18 to 3-6-19	Y
Vilven LLC dba Juancho's Munchies	1 Year	10-4-17 to 10-3-18	Y
La Pablana PENDING	1 Year	4-4-17 to 4-3-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 to 1-24-18	Y
Doner Kebab	1 Year	3-21-18 to 3-20-19	Y
Kona Ice of Bloomington	1 Year	7-12-17 to 7-11-18	Y
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 to 4-12-18	Y
812 BBQ, LLC	1 Year	4-18-17 to 4-17-18	Y
Wevers Smoke Eaters BBQ	1 year	11-02-17 to 11-1-18	Y
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Y
Juannita's	1 year	10-16-17 to 10-15-18	Y
JD's Taste of Chicago	1 year	5-30-17 to 5-29-18	Y
Paradise Food LLC	1 year	7-11-17 to 7-10-18	Y
Wagon Wheel	1 year	11-1-17 to 10-31-18	Y
PUSHCARTS Names			
Uel Works, LLC	1 Year	5-31-17 to 5-30-18	Y
Chocolate Moose	1 year	5-18-17 to 5-17-18	Y
Big Dawgs LLC	1 year	10-4-17 to 10-3-18	Y
The Sandwich Spot	1 year	10-4-17 to 10-3-18	Y
Kona Ice of Bloomington	1 year	3-22-18 to 3-21-19	Y



Board of Public Works Staff Report

Project/Event: The Giving Piano
Petitioner/Representative: IU Jacobs School of Music/Alain Barker
Staff Representative: Christina Smith
Meeting Date: March 20, 2018

Report: The IU Jacobs School of Music will host “The Giving Piano” at People’s Park. This event will be held from 12p.m - 6p.m. on March 26th through March 30th. It is a community music-making event and will have a grand piano at the center of the park. This event will have live music that will not be amplified.

Recommend **Approval** **Denial by:** Christina Smith



NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	The Giving Piano			
Location of Event:	People's Park			
Date of Event:	March 26-30, 2018	Time of Event:	Start:	12pm
Calendar Day of Week:	Mon-Fri		End:	6pm
Description of Event:	A community music-making program in People's Park with an IU grand piano at its center.			
Source of Noise:	<input type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

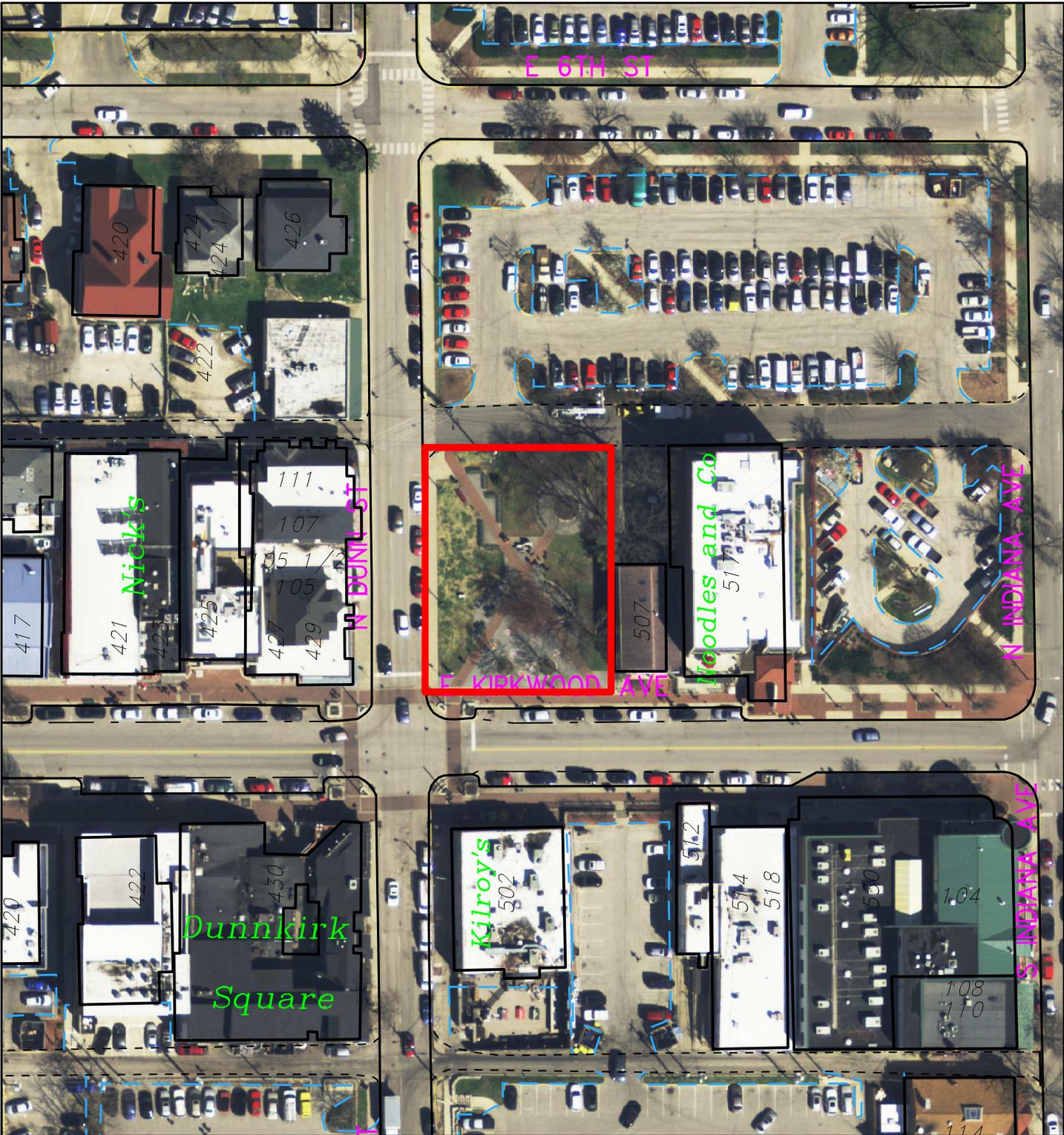
Applicant Information

Name:	Alain Barker		
Organization:	IU Jacobs School of Music	Title:	Director, Entrepreneurship
Physical Address:	1201 East Third St., Bloomington, IN 47405		
Email Address:	abarker@indiana.edu	Phone Number:	812 856-5719
Signature:		Date:	3/13/18

FOR CITY OF BLOOMINGTON USE ONLY

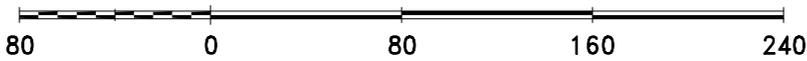
In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
<hr/>	<hr/>
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
<hr/>	<hr/>
Date	Dana Palazzo, Secretary

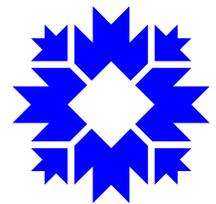


Noise Permit Request for the Giving Piano (3/26/18–3/30/18)

By: hoseav
16 Mar 18



City of Bloomington
Public Works



Scale: 1" = 80'

For reference only; map information NOT warranted.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/16/2018	Payroll				383,934.10
					<u>383,934.10</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of **\$ 383,934.10**

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Office _____



Board of Public Works Staff Report

Project/Event: Resolution to Uphold Order to Seal Property at 1825 S. Covey Ln. for More Than 90 Days
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 20 March 2018

Report:

14 August 2017	Received email complaint regarding this structure
14 August 2017	Sent Order to Seal More than 90 Days
03 October 2017	BPW upheld Order to Seal More than 90 Days
08 December 2017	Letter to Owner requesting compliance
14 February 2018	New Owner per Monroe County Records
16 February 2018	Sent Order to Seal More Than 90 Days to new owners
20 March 2018	BPW

In the process of preparing to abate the structure it was determined that ownership had changed. In order to insure the new owner has been properly notified of the Order to Seal More Than 90 days, HAND is re-issuing the Order to the new owner and requesting a new resolution from BPW.

Recommend **Approval** **Denial by:** **Staff name**



**BOARD OF PUBLIC WORKS
RESOLUTION 2018-20
Unsafe Order to Seal (greater than 90 Days)
Unsafe Property at 1825 S. Covey Ln., Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) inspected 1825 S. Covey Ln., Bloomington, Indiana ("Property") and legally described as 015-26270-00 Huntington Park W ½ Lot 180, on the 12th Day of September, 2017, found the property to be unsafe as defined by both Indiana Code § 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Unsafe Building Order to Seal on the 12th Day of September, 2017, to the Owner of Record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code Section 17.16.070; and

WHEREAS, upon learning that the Property was sold, HAND re-issued the Unsafe Building Order to Seal on the 15th Day of February, 2018, to the new Owners of Record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code Section 17.16.070; and

WHEREAS, the Board of Public Works has heard testimony and reviewed evidence on this Order.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Public Works Hereby:

- Affirms the Order issued by HAND on the 15th Day of February, 2018.
- Rescinds the Order issued by HAND on the 15th Day of February, 2018.
- Modifies the Order issued by HAND on the 15th Day of February, 2018. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions:

_____.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY: _____
Kyla Cox Deckard, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

WITNESS, my hand and notarial seal this ____ day of _____, 2018.

My Commission Expires: _____

Resident of _____ County

Notary Public Signature

Printed Name of Notary



Board of Public Works Staff Report

Project/Event: Request to use public right of way on North Rogers Street during construction of The Moving Forward Multi-Family Apartment Project

Staff Representative: Sara Gomez

Petitioner/Representative: Signature Construction/Russell Price

Date: March 20th, 2018

Report: A new building is being constructed on the west side of North Rogers between 10th and 11th Streets at 611 North Rogers. In order to build the building, driveways and adjacent sidewalks, the contractor has requested permission to use the public right of way adjoining the property from March 21st, 2018 until March 21st, 2019. The contractor has further requested to restrict a lane of traffic on Rogers Street for 5 days in order to complete all utility work in the street. Pedestrian walk-arounds will be provided along Rogers Street.

Recommendation and Supporting Justification: The requested use of right of way is typical of other requests for work space that staff has seen. A memo of understanding has been prepared which has a hold harmless agreement as well as other conditions of approval.

Recommend **Approval** **Denial** by Sara Gomez

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
Signature Construction, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Signature Construction, LLC outlines the binding conditions placed upon and agreed to by Signature Construction, LLC, in exchange for use by Signature Construction, LLC, its agents and subcontractors, of certain public right-of-way during the construction of the Moving Forward-Multi Family Apartments at 611 North Rogers Street, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from March 21st, 2018 through March 21st, 2019, inclusive.
2. Planning and Transportation shall allow Signature Construction, LLC to block and restrict from general public usage the space along the west side of Rogers St. between 10th and 11th Streets directly adjacent to the Construction Site as depicted in Exhibit “A”. Signature Construction, LLC shall coordinate the placement of any and all construction notification and signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. Signature Construction, LLC shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Signature Construction, LLC shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. Signature Construction, LLC shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Signature Construction, LLC.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Signature Construction, LLC agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Signature Construction, LLC use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, Signature Construction, LLC shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. Signature Construction, LLC shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
11. Thomas E. Koontz, President of Signature Construction, LLC agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

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

Date: _____

By: _____
 Philippa M. Guthrie, Corporation Counsel

Date: _____

Signature Construction, LLC

By: _____
 Thomas E. Koontz, President

Date: _____



8831 Keystone Crossing - Indianapolis, IN 46240
 Main: 317.848.7880 Fax: 317.374.0957 website: www.csoarch.com
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PROJECT: **MOVING FORWARD MULTI-FAMILY** BLOOMINGTON, INDIANA

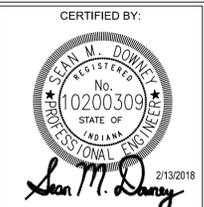
SCOPE DRAWINGS:
 These drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems.
 The drawings do not necessarily include or describe all work required for full performance and completion of the project.
 On the basis of the general scope indicated or described, the trade contractors shall furnish all items required for the proper execution and completion of the work.

REVISIONS:

▲	2/13/2018 - REV. PER BLOOMINGTON REVIEW
▲	3/02/2018 - ISSUE FOR ESI #2
▲	3/13/2018 - ISSUE FOR ESI #3 AND REVISIONS PER CITY MOT PLAN COMMENTS

ISSUE DATE	DRAWN BY	CHECKED BY
8/1/2017	SMD	SMD

DRAWING TITLE:
MAINTENANCE OF TRAFFIC PLAN LONG-TERM (ROGERS ST.)

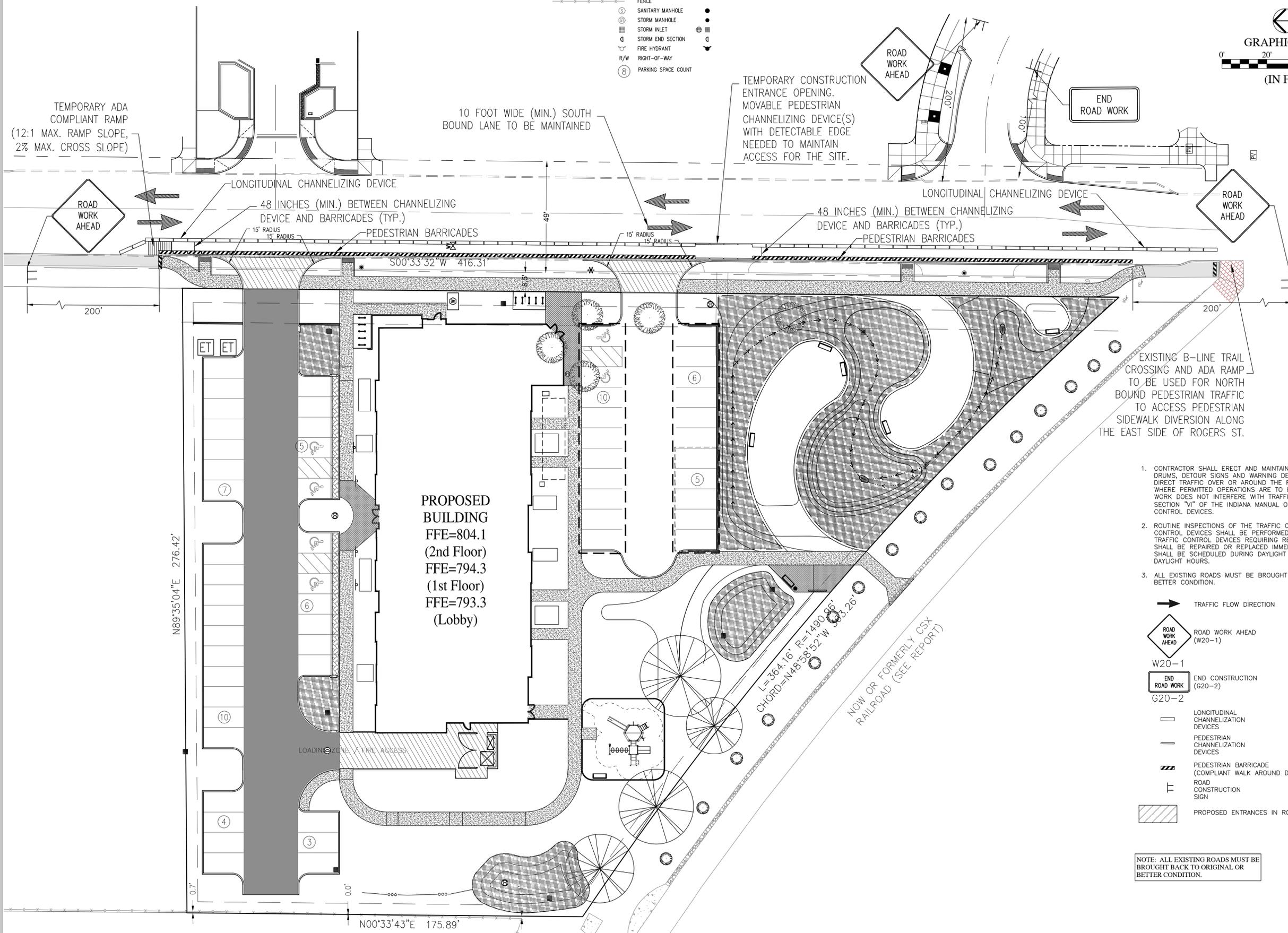
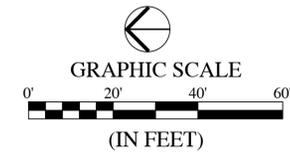


DRAWING NUMBER
C1.2

PROJECT NUMBER
2015-217

LEGEND:

EXISTING	PROPERTY LINE OR RIGHT-OF-WAY LINE	EASEMENT LINE	SETBACK LINE	CENTERLINE	SWALE / FLOWLINE	FENCE	SANITARY MANHOLE	STORM MANHOLE	STORM INLET	STORM END SECTION	FIRE HYDRANT	R/W	PARKING SPACE COUNT	PROPOSED
---	---	---	---	---	---	---	○	○	□	□	○	---	○	---



N89°35'04"E 276.42'

N00°33'43"E 175.89'

NOTE: PRIOR TO IMPLEMENTATION OF THE SHORT-TERM M.O.T. PLAN FOR THE UTILITY EXCAVATION WORK WITHIN ROGERS ST., IF WORK ON EAST SIDE OF ROGERS ST. HAS NOT IMPACTED THE EXISTING SIDEWALK, THEN THIS DIVERSION PLAN SHALL BE VOIDED AND A SIDEWALK DETOUR PLAN SHALL BE USED INSTEAD. SIDEWALK DETOUR PLAN SHALL CROSS AT THE SOUTH SIDE OF E. 11TH ST. AND ROGERS ST. AND CROSS AT THE B-LINE TRAIL CROSSWALK. CONTRACTOR SHALL COORDINATE WITH CITY PLANNING AND TRANSPORTATION ENGINEERING FIELD SPECIALIST, SARA GOMEZ AND CIVIL SITE ENGINEER PRIOR TO START OF SHORT-TERM M.O.T. PLAN IMPLEMENTATION.

LEGEND:

EXISTING	PROPERTY LINE OR RIGHT-OF-WAY LINE	EASEMENT LINE	SETBACK LINE	CENTERLINE	SWALE / FLOWLINE	FENCE	SANITARY MANHOLE	STORM MANHOLE	STORM INLET	STORM END SECTION	FIRE HYDRANT	R/W	RIGHT-OF-WAY	PARKING SPACE COUNT	PROPOSED
---	---	---	---	---	---	---	○	○	○	○	○	---	---	---	---



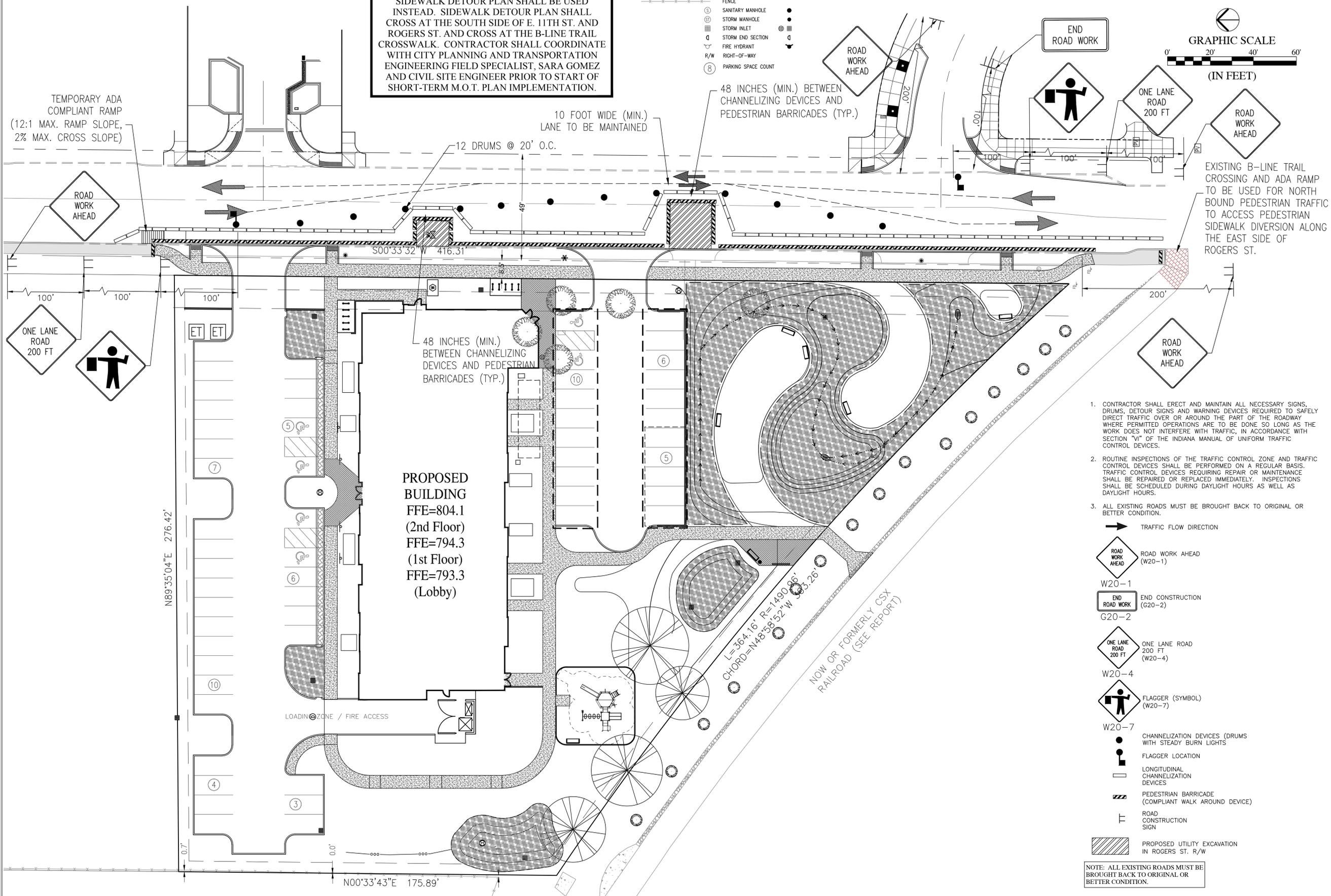
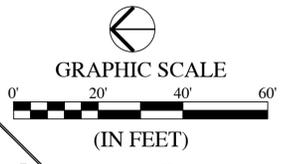
PEDCOR COMPANIES
 ONE PEDCOR SQ., 770 3RD AVE., S.W.
 CARMEL, INDIANA 46032
 (317) 847-2841

CSO Architects
 ARCHITECTURE • INTERIOR DESIGN
 8831 Keystone Crossing • Indianapolis, IN 46240
 Main: 317-848-7800 Fax: 317-374-0957 • csosha.com
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Applied Engineering Services
 9100 KEYSTONE CROSSING, SUITE 200
 INDIANAPOLIS, INDIANA 46240
 (317) 816-4141

HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2000
 INDIANAPOLIS, INDIANA 46204
 (317) 547-8664

WILLIAMS CREEK CONSULTING
 619 NORTH PENNSYLVANIA STREET
 INDIANAPOLIS, INDIANA 46204
 (317) 423-0993



- CONTRACTOR SHALL ERECT AND MAINTAIN ALL NECESSARY SIGNS, DRUMS, DETOUR SIGNS AND WARNING DEVICES REQUIRED TO SAFELY DIRECT TRAFFIC OVER OR AROUND THE PART OF THE ROADWAY WHERE PERMITTED OPERATIONS ARE TO BE DONE SO LONG AS THE WORK DOES NOT INTERFERE WITH TRAFFIC, IN ACCORDANCE WITH SECTION "VI" OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ROUTINE INSPECTIONS OF THE TRAFFIC CONTROL ZONE AND TRAFFIC CONTROL DEVICES SHALL BE PERFORMED ON A REGULAR BASIS. TRAFFIC CONTROL DEVICES REQUIRING REPAIR OR MAINTENANCE SHALL BE REPAIRED OR REPLACED IMMEDIATELY. INSPECTIONS SHALL BE SCHEDULED DURING DAYLIGHT HOURS AS WELL AS DAYLIGHT HOURS.
- ALL EXISTING ROADS MUST BE BROUGHT BACK TO ORIGINAL OR BETTER CONDITION.

PROJECT:
MOVING FORWARD MULTI-FAMILY
 BLOOMINGTON, INDIANA

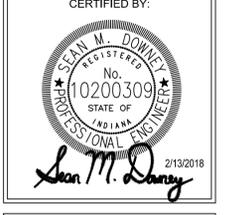
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REVISIONS:

2/13/2018 - REV. PER BLOOMINGTON REVIEW		
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ISSUE DATE	DRAWN BY	CHECKED BY
8/1/2017	SMD	SMD

DRAWING TITLE:
MAINTENANCE OF TRAFFIC PLAN SHORT-TERM (ROGERS ST.)



DRAWING NUMBER
C1.3

PROJECT NUMBER
2015-217



Board of Public Works Staff Report

Project/Event: Approve Change Orders #6 for Woodlawn Railroad Crossing
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 03/20/2018

Report: On April 4th, 2017, the Board approved Change Order #3 for the Woodlawn RR Crossing Project. During the final submittal of the project to INDOT it was discovered that there was a discrepancy in the intermediate completion date and that the requested days for change order #3 were never properly applied to the contract. This change order will rectify that error by adding five work days to the contract, shifting the intermediate completion date from September 2nd, 2016 to September 10th, 2016.

Recommendation and Supporting Justification: City and INDOT staff have reviewed the change order and are recommending approval.

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

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38344

AE:Wren, Rachel

Letting Date:04/06/2016

PE/S:Everett, Eric

Status:Pending

Change Order Information

Date Generated: 03/06/2018

Change Order No.: 006

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Time Extension to Intermediate Completion Date

Original Contract Amount \$ 1,169,437.40

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 27,878.41

Percent: 2.384 %

Total Change To-Date \$ 27,878.41

Percent: 2.384 %

Modified Contract Amount \$ 1,197,315.81

Time Extension Information

Date Initiated 09/02/2016

Date Completed 09/09/2016

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 5 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -38344
 Project: State:150038000LC5
 Change Order Nbr: 006
 Change Order Description: Time Extension to Intermediate Completion Date
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 006 = \$ 0.00								

Milestone Time Adjustment

MileStone Nbr: 01
 Milestone Description: INTERMEDIATE COMPLETION DATE:
 Original Completion dt: 09/02/2016 Adj compl dt 09/10/2016 Adj No. of Days 5

Explanation: 5 days were requested as part of change order 3 however those days were not added to the INDOT SiteManager generated change order. Those extra days were discussed with INDOT, The City of Bloomington, and Indiana University with all parties verbally agreeable to the addition. This change order is serving as a correction to change order 3. The following is the original language from the explanation of change order 3: As part of the remediation of the railroad tracks that was happening concurrently with this project, INRD determined that in order to open the crossing, water coming from an open seam in the adjacent limestone bedrock needed to be collected and transported into the new storm sewer. This seam did not exist before this project began however it appeared to only start leaking water after rock excavation for sight line construction was done. This water was tested and found not to be chlorinated and assumed to be ground water. A paved side ditch was designed by the project engineer and submitted to and approved by INRD. Because of the irregular area, difficult terrain, and proximity to the railroad tracks, unit prices could not be determined before work was to begin. It was agreed that the work would be done through a force account. The ditch runs from 2919+31 to 2917+56. The water comes in at 2917+69. The paved ditch runs 13 feet east of where the water is coming in at. The cost of all labor, equipment and materials equaled \$16,674.39. These costs are non-participating from INDOT due to being for a preferential item. The personnel, equipment, and materials were reviewed by the PES and the documents provided by the contractor are accurate and representative.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
 General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.

Change Order Explanation for Specific Line Item

 It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors L.P.
 Date: 3/8/18

Signed By: 

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S Eric Everett

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Everett, Eric	00/00/0000	Action Pending

Change Order Worksheet

Change Order Worksheet

(To be included as part of Change Order Document)

Change Order # 6

Contract # R-38344 PE/PS Eric Everett Project Manager Brad Byford
Designer Contact Mark Beck Approval Authority INDOT

Date Contractor issued Written Notice of Changed Condition 3/8/2018

Date Area Engineer was notified of Changed Condition 9/20/2016

Date Project Manager was notified of Changed Condition 9/20/2016

Date LPA was notified of Changed Condition 9/20/2016

Date FHWA was notified of Changed Condition (if Federal Oversight job) _____

Date Contractor was asked to provide pricing 9/20/2016

Date Contractor returned pricing for review 11/16/2016

Will work be done before approved Change Order Yes No Yes

If Yes

Date AE gave Documented Verbal Approval 9/20/2016

Date LPA gave Documented Verbal Approval 9/20/2016

Date FHWA gave Documented Verbal Approval (if Federal Oversight job) _____

Date Work Order Document was issued to Contractor 9/20/2016

Is there a scope change? Yes No No

If Yes

Date that Project Manager gave Documented Verbal Approval _____

Date that **Draft** Change Order was emailed to Project Manager for review 3/9/2018

Date Project Manager returned his/her review 3/9/2018

Date that **Draft** Change Order was sent to LPA for signatures (if applicable) 3/9/2018

Date that **Draft** Change Order was sent to FHWA for approval (if Federal Oversight) _____

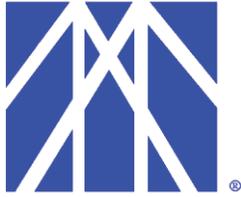
Date FHWA approved Change Order in SiteManager (If Federal Oversight) _____

Once Change Orders for a contract cumulatively reach the 4% level or a 25 day time extension, the PE/S will need to forward a draft of the Change Order to the following positions; the District Construction Director, the Director Division of Construction Management (Mark Miller) and the Director of Capital Program Management (Mike Smith)

Date of Notification _____

** Contract time should be addressed by one of the three statements detailed in Construction Memo 09-15.

Milestone Request Letter



3/8/2018

Milestone

Indiana Department of Transportation
Seymour District – Construction
185 Agrico Lane
Seymour, IN 47274

Subject: Contract R 38344 A Woodlawn Avenue Railroad Remediation

Mr. Everett,

During the closeout of the Woodlawn Avenue Railroad Crossing Project, R-38344, it was found that the 5 days requested and verbally approved with INDOT, The City of Bloomington, and Indiana University for the Paved Side Ditch Change Order had not been added in approved change order #3. Milestone Contractors, LP. is requesting these 5 days be added in a new change order to correctly show the full scope required for the extra work and to correct the contract dates.

Please find attached Milestone's original request for the paved side ditch work along with the executed change order #3.

Please let me know if you have any additional questions

Sincerely,

Justin Patterson
Milestone Project Manager

Milestone Original
Change Order #3
Request Backup
Information



Milestone Contractors, L.P. Extra Work Pricing Summary

Project No: R-38344-A Woodlawn Ave.
Date Requested: 9/9/2016 **Date Submitted:** 9/15/2016

Description of Work: Concrete Side Ditch along railroad

Reason for Extra Work: Mitigate water along railroad right of way

Has Work Already Been Completed? Ongoing **When:** N/A THROUGH N/A

MCLP Project No. 165025 **Cost Activity Code:** TBD

Item:	Quantity:	175	Units	LF		
Labor:	Cost =	\$ 13,002.00	Markup %	20% \$ 2,600.40	Total	\$ 15,602.40
Equipment:	Cost =	\$ 3,086.00	Markup %	12% \$ 370.32	Total	\$ 3,456.32
Materials / Supplies:	Cost =	\$ 7,767.00	Markup %	12% \$ 932.04	Total	\$ 8,699.04
Subcontract:	Cost =	\$ -	Markup %	10% \$ -	Total	\$ -
			Markup %	7% \$ -	Total	\$ -
Trucking:	Cost =	\$ 1,174.00	Markup %	12% \$ 140.88	Total	\$ 1,314.88
		\$ 25,029.00		\$ 4,043.64	Total	\$ 29,072.64
Insurance & Bond	Cost =	\$ 218.04	Markup %	10% \$ 21.80	Total	\$ 239.85
Total					Total	\$ 29,312.49
Unit Price					Total	\$ 167.50

Extra Days Requested **5**

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total
BID ITEM = 200 Description = Concrete Paved Side Ditch											
		Land Item	SCHEDULE: 1	100	Takeoff Quan:	175.000	Engr Quan:	175.000			
A Excavate for Side Ditch Quan: 175.00 LF Hrs/Shft: 10.00 Cal: 510 WC: 1											
<u>BLANK</u>	Blank Crew		15.00 CH	Prod: 116.6667 US	Lab Pcs:	4.00	Eqp Pcs:	2.00			
3DUMPFEEES	Dump Fees	1.00	2.00 LOAD	25.000				50			50
5103	Haul Exc (HR)	1.00	10.00 HR	103.700					1,037		1,037
8EX4	Excavator - Standard C	1.00	15.00 HR	125.380		1,881					1,881
8LO7	CAT 247 MTL	1.00	15.00 HR	38.220		573					573
HSUP	Hourly Superintendent	1.00	15.00 MH	34.650	895						895
LAB	laborers	1.00	15.00 MH	22.620	662						662
OPR	operator	2.00	30.00 MH	33.650	1,829						1,829
\$6,926.47	0.3428 MH/LF		60.0000MH	[11.745]	3,385	2,454		50		1,037	6,926
1.5000	Shifts	116.6667	Un/Shift *	2.9167 Unit/MH	19.35	14.02		0.29		5.93	39.58
B 4" #8 Stone Base Quan: 21.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 1											
<u>BLANK</u>	Blank Crew		5.00 CH	Prod: 42.0000 US	Lab Pcs:	5.00	Eqp Pcs:	2.00			
2B07	#8 STONE	1.00	21.00 TON	4.500			95				95
52048S	Haul Agg (TON) #8 Stone	1.00	21.00 TON	6.500					137		137
8LO7	CAT 247 MTL	1.00	5.00 HR	38.220		191					191
8RO2	Rollers Small Asphalt	1.00	5.00 HR	11.750		59					59
HSUP	Hourly Superintendent	1.00	5.00 MH	34.650	298						298
LAB	laborers	2.00	10.00 MH	22.620	441						441
OPR	operator	2.00	10.00 MH	33.650	610						610
\$1,830.09	1.1904 MH/TON		25.0000MH	[38.55]	1,349	250	95			137	1,830
0.5000	Shifts	42.0000	Un/Shift *	0.8400 Unit/MH	64.25	11.90	4.50			6.50	87.15
C Tie Reinforcing Steel - #4 bar Quan: 1,524.00 LB Hrs/Shft: 10.00 Cal: 510 WC: 1											
<u>BLANK</u>	Blank Crew		10.00 CH	Prod: 1,524.0000 US	Lab Pcs:	5.00	Eqp Pcs:	1.00			
2SR01	Gr 60 Rebar	1.00	1,524.00 LB	0.600			914				914
8LO7	CAT 247 MTL	1.00	10.00 HR	38.220		382					382
HSUP	Hourly Superintendent	1.00	10.00 MH	34.650	596						596
LAB	laborers	3.00	30.00 MH	22.620	1,324						1,324
OPR	operator	1.00	10.00 MH	33.650	610						610
\$3,827.05	0.0328 MH/LB		50.0000MH	[0.983]	2,530	382	914				3,827
1.0000	Shifts	1,524.0000	Un/Shift *	30.4800 Unit/MH	1.66	0.25	0.60				2.51

Cost Report

Activity Resource	Description	Pcs	Quantity Unit	Unit Cost	Labor	Equip-ment	Material	Supplies	Sub-Contract	Trucking	Total
BID ITEM = 200			Land Item	SCHEDULE: 1	100						
Description =	Concrete Paved Side Ditch		Unit =	LF	Takeoff Quan:	175.000	Engr Quan:		175.000		
D	F/P/W Paved Side Ditch		Quan:	175.00 LF	Hrs/Shft:	10.00	Cal:	510	WC:	1	
<u>BLANK</u>	Blank Crew		20.00 CH	Prod: 87.5000 US	Lab Pcs:	6.00	Eqp Pcs:	0.00			
2C106	Class C Stone	1.00	30.00 CY	105.840			3,175				3,175
2C7	CURING COMPOUND	1.00	6.00 GAL	25.000			150				150
3MC2	Hand Curb Supplies	1.00	175.00 LF	2.000				350			350
FIN	finishers	5.00	100.00 MH	23.620	4,544						4,544
HSUP	Hourly Superintendent	1.00	20.00 MH	34.650	1,193						1,193
\$9,411.88	0.6857 MH/LF		120.0000MH	[19.203]	5,737		3,325	350			9,412
2.0000 Shifts	87.5000 Un/Shift *		1.4583 Unit/MH		32.78		19.00	2.00			53.78
E	Concrete Pump Rental		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	1	
3PUMPCONCFEE	Per CYD Rental Fe@107%	1.00	30.00 CYD	3.500				112			112
3PUMPPRIME	Prime Packs for P@107%	1.00	2.00 BAG	15.000				32			32
3PUMPARENT	Concrete Pump Ren@107%	1.00	20.00 HR	135.000				2,889			2,889
\$3,033.45				[]				3,033			3,033
								3,033.45			3,033.45
=====> Item Totals:	200 - Concrete Paved Side Ditch										
\$25,028.94	1.4571 MH/LF		255.00MH	[44.133]	13,002	3,086	4,334	3,433		1,174	25,029
143.023	175 LF				74.30	17.63	24.77	19.62		6.71	143.02
\$25,028.94	*** Report Totals ***		255.00 MH		13,002	3,086	4,334	3,433		1,174	25,029

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

Cost Report

Activity Resource	Description	Quantity Pcs	Unit Unit	Unit Cost	Labor	Equip- ment	Material	Supplies	Sub- Contract	Trucking	Total
----------------------	-------------	-----------------	--------------	--------------	-------	----------------	----------	----------	------------------	----------	-------

BID ITEM = 200			Land Item	SCHEDULE: 1	100						
Description =	Concrete Paved Side Ditch			Unit = LF	Takeoff Quan:	175.000	Engr Quan:		175.000		

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)

Executed Change
Order #3 without
the correct days
added to contract.

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38344

AE:Wren, Rachel

Letting Date:04/06/2016

PE/S:Everett, Eric

Status:Pending

Change Order Information

Date Generated: 03/06/2017

Change Order No.: 003

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Paved Side Ditch

Original Contract Amount \$ 1,169,437.40

Current Change Order Amount \$ 16,674.39 Percent: 1.426 %

Total Previous Approved Changes \$ -6,373.20 Percent: -0.545 %

Total Change To-Date \$ 10,301.19 Percent: 0.881 %

Modified Contract Amount \$ 1,179,738.59

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -38344
Change Order No:003

INDIANA
Department of Transportation

Date:03/17/2017
Page: 3

Contract: R -38344
Project: 1500380 - State:150038000LC5
Change Order Nbr: 003
Change Order Description: Paved Side Ditch
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0100	1500380	0100	109-04299	DOL	16,674.390	1.000	C	Amount:\$ 16,674.39

Item Description: FORCE ACCOUNT WORK

Supplemental Description1: Paved Side Ditch Work for INRD approval to open RR Crossing

Supplemental Description2: Force Account

Total Value for Change Order 003 = \$ 16,674.39

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

Because the extent of work could not be determined to establish a unit price, it shall be performed via FORCE ACCOUNT in accordance with 109.05(b).

General or Standard Change Order Explanation

As part of the remediation of the railroad tracks that was happening concurrently with this project, INRD determined that in order to open the crossing, water coming from an open seam in the adjacent limestone bedrock needed to be collected and transported into the new storm sewer. This seam did not exist before this project began however it appeared to only start leaking water after rock excavation for sight line construction was done. This water was tested and found not to be chlorinated and assumed to be ground water. A paved side ditch was designed by the project engineer and submitted to and approved by INRD. Because of the irregular area, difficult terrain, and proximity to the railroad tracks, unit prices could not be determined before work was to begin. It was agreed that the work would be done through a force account. The ditch runs from 2919+31 to 2917+56. The water comes in at 2917+69. The paved ditch runs 13 feet east of where the water is coming in at. The cost of all labor, equipment and materials equaled \$16,674.39. These costs are non-participating from INDOT due to being for a preferential item. The personnel, equipment, and materials were reviewed by the PES and the documents provided by the contractor are accurate and representative.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

[Signature]
(SIGNATURE)

PRESIDENT, BOARD OF PUBLIC WORK
(TITLE)

4.4.2017
(DATE)

[Signature]
(SIGNATURE)

Transportation & Traffic Engineer
(TITLE)

4/6/2017
(DATE)

SUBMITTED FOR CONSIDERATION

PE/S *Eric Everett*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

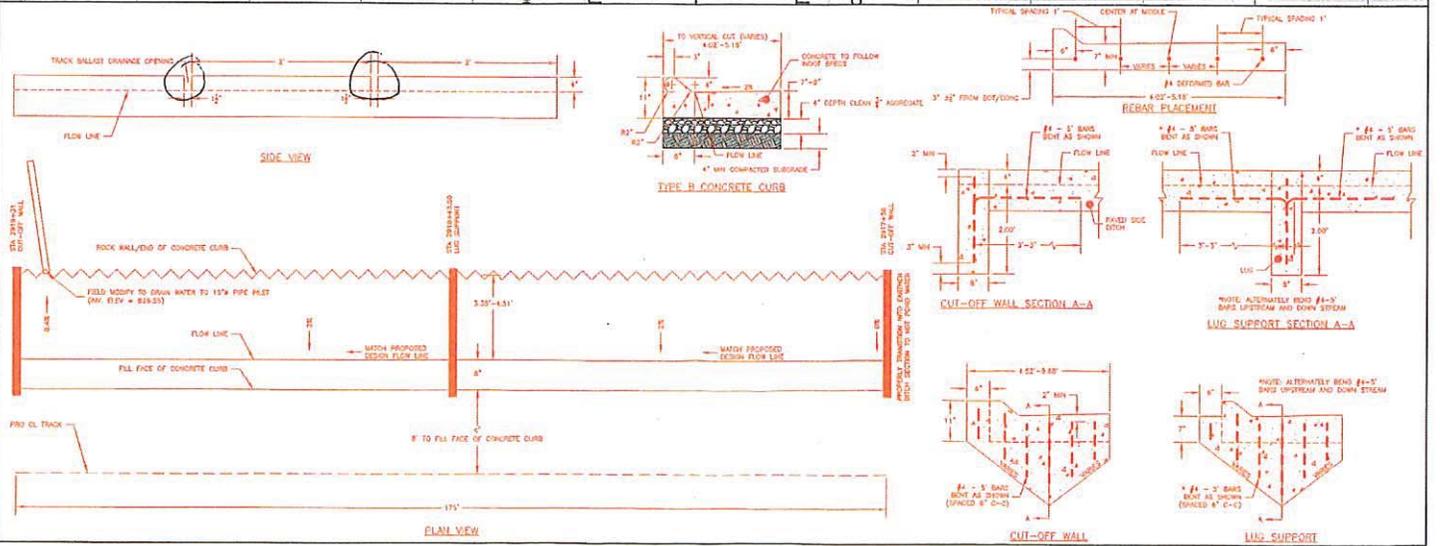
Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Everett, Eric	00/00/0000	Action Pending

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 3.31.17

CITY OF BLOOMINGTON
Controller
Reviewed by: *[Signature]*
DATE: 3-31-17
FUND/ACCT: 257-33170

CROSS SECTION SHOWN TAKEN FROM INDOT PLANS TITLED "CROSS SECTIONS LINE INRD ML" DATED: 12/28/2015

	11156 RICHSON FERRY ROAD STATE 102 ST. LOUIS, MO 63135-6966 (314) 728-7000	Drawn By: DVS Checked By: MPA Drawing: 15102	Scale: 1" = 10' Sheet: 1 of 3 Date: 02/08/2018
	INRD PAVED SIDE DITCH PLAN		
	<p>12.00, 827.03 - Sight Line 831.72 -10.18'</p> <p>Ex. Blst. 827.03</p> <p>Top Blst. 827.66</p> <p>Sta. 2918+29</p> <p>Ex. Blst. 827.70</p> <p>Top Blst. 827.70</p> <p>12.00, 827.27 - Sight Line 831.81 -7.82'</p>		
	<p>Existing Water Elev. = 827.35 Proposed Water Elev. = 827.35</p> <p>Existing Water Elev. = 827.56 Proposed Water Elev. = 827.56</p>		



S:\2017\Drawings\Engineering\15102 - Woodmen Ave\Drawings\15102.dwg, Rev. 02/08/2018 1:44:12 PM, any



MILESTONE CONTRACTORS, L.P.

FORCE ACCOUNT WORK

MCLP #: 165025 - 99950-809

CUSTOMER NO.: INDOT R-38344-A

Markup will be added per INDOT or CONTRACT specifications for Force Account Work

DATE: 10/17/2016

DESCRIPTION/SCOPE OF WORK: Install new concrete side ditch along Rail Road RW for drainage

WORK PERFORMED: 9/22/16, 9/23/16, 9/26/16, 9/27/16, 9/29/16, 9/30/16

ADDRESS/LOCATION Woodlawn Ave, 12th to 13th Street

JOB NO.: 165025 / R-38344-A

DATE EFFECTIVE: 9/21/2016 - 9/30/2016

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (OPERATOR NOT INCLUDED)					LABOR	STRAIGHT TIME		TIME + 1/2		DBL. TIME		TOTAL (\$)
DESCRIPTION	EQUIP #	RATE	HOURS	TOTAL (\$)		RATE	HR	RATE	HR	RATE	HR	
CAT 420E IT Cab Backhoe	4441	\$40.01	5.00	\$200.05	LABORER	\$41.11	70					\$2,877.70
CAT 308E2 CR Excavator	5760	\$49.89	22.00	\$1,097.58	OPERATOR	\$56.65	28					\$1,586.20
				\$0.00	COMBOMAN							\$0.00
				\$0.00	CARPENTER	\$49.67	21					\$1,043.07
				\$0.00	FINISHER	\$42.26	21					\$887.46
				\$0.00	FOREMAN							\$0.00
				\$0.00	SUPERINTENDENT	\$54.96	38					\$2,088.48
				\$0.00	LABOR COST TOTAL							\$8,482.91
				\$0.00	MATERIALS & SUPPLIES							
				\$0.00	CLASS A CONCRETE, COUNTY READY MIX			24	CY	\$ 99.00		\$2,376.00
				\$0.00	IMI Pump Prime			1	CY	\$ 129.75		\$129.75
				\$0.00	Minimum Load Charge			1	Each	\$ 200.00		\$200.00
				\$0.00	Environmental Fee			4	Each	\$ 12.00		\$48.00
				\$0.00	COUNTY READY MIX DISCOUNT			1	Each	\$ (75.00)		-\$75.00
				\$0.00	Reinforcing Steel - #4 Rebar, GR 60			668	LBS	\$ 0.43		\$287.24
				\$0.00	Reinforcing Steel - 3" Slab Bolster, Upper Plain			100	LF	\$ 0.52		\$52.00
				\$0.00	Reinforcing Steel Freight			1	Each	\$ 20.00		\$20.00
				\$0.00	MATERIAL COST TOTAL							\$3,037.99
				\$0.00	TRUCKING CO.			RATE		Hours		TOTAL (\$)
				\$0.00								\$0.00
				\$0.00								\$0.00
				\$0.00	TRUCKING COST TOTAL							\$0.00
				\$0.00	SUBCONTRACTOR							TOTAL (\$)
				\$0.00	R.L. Mccoy Concrete Pump Rental							\$1,490.00
				\$0.00								\$0.00
				\$0.00	SUBCONTRACTOR COST TOTAL							\$1,490.00
				\$0.00	CATEGORY	COST TOTALS			MARKUP		TOTALS	
				\$0.00	EQUIPMENT WITH MARKUP (12%)	\$1,297.63			\$155.72		\$1,453.35	
				\$0.00	LABOR WITH MARKUP (20%)	\$8,482.91			\$1,696.58		\$10,179.49	
				\$0.00	MATERIAL WITH MARKUP (12%)	\$3,037.99			\$364.56		\$3,402.55	
				\$0.00	TRUCKING WITH MARKUP (12%)	\$0.00			\$0.00		\$0.00	
				\$1,297.63	SUBCONTRACTOR WITH MARKUP (10% FIRST \$3000, 7% AFTER \$3000)							\$1,639.00

Milestone Contractors, L.P.

Owners Authorized Representative

TOTAL **\$16,674.39**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Milestone Contractors, L.P.
 Job Name: R-38344-A WOODLAWN AVE

Job Code: 165025

Cost Code Review

Cost Code: 99950-809 PAVED SIDE DITCH LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
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Date: 09/22/2016 Foreman: GOTT,JEFF Shift: 1

Time Card:

Production Quantities:	0.100				
GOTT,TANNER	Tanner W Gott	LAB	3.00	0.00	0.00
5760	L-Cat 308E2 CR Excavator		8.00	0.00	0.00
PAYTON,ROBE	Robert E Payton	OPR	8.00	0.00	0.00
Labor Totals:				Hours -	11.0
Equip Totals:				Hours -	8.0

Date: 09/23/2016 Foreman: GOTT,JEFF Shift: 1

Time Card:

Production Quantities:	0.200				
GOTT,TYLER	Tyler M Gott	LAB	8.00	0.00	0.00
5760	L-Cat 308E2 CR Excavator		8.00	0.00	0.00
PAYTON,ROBE	Robert E Payton	OPR	8.00	0.00	0.00
Labor Totals:				Hours -	16.0
Equip Totals:				Hours -	8.0

Date: 09/26/2016 Foreman: LYON,JEREMY Shift: 1

Time Card:

Production Quantities:	0.000				
LYON,JEREMY	Jeremy R Lyon	HSUP	8.00	0.00	0.00
BAY,LEWIS	Lewis D Bay	CAR	8.00	0.00	0.00
LAMBERT,KEI	Keith J Lambert	LCF	8.00	0.00	0.00

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Attendance/Non-Use Codes included in Hours: S,E,N,T / A,N,D

Page 1

x _____ Date: _____

Cost Code Review

Cost Code: 99950-809

PAVED SIDE DITCH

LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
MEDINA,SIMO	Simon Medina	LAB	8.00	0.00	0.00
Labor Totals:				Hours -	32.0
Equip Totals:				Hours -	0.0

Date: 09/27/2016 Foreman: GOTT,JEFF Shift: 1

Time Card:

Production Quantities:		0.200			
GOTT,JEFF	Jeff W Gott	HSUP	3.00	0.00	0.00
FLEENER,STE	Steven W Fleener	OPR	2.00	0.00	0.00
GOTT,TYLER	Tyler M Gott	LAB	2.00	0.00	0.00
THACKER,JOS	Joshua R Thacker	OPR	2.00	0.00	0.00
4441	L-Cat 420E IT Cab Backhoe		1.00	0.00	0.00
5760	L-Cat 308E2 CR Excavator		2.00	0.00	0.00
Labor Totals:				Hours -	9.0
Equip Totals:				Hours -	3.0

Date: 09/27/2016 Foreman: LYON,JEREMY Shift: 1

Time Card:

Production Quantities:		0.000			
LYON,JEREMY	Jeremy R Lyon	HSUP	2.00	0.00	0.00
BAY,LEWIS	Lewis D Bay	CAR	2.00	0.00	0.00
LAMBERT,KEI	Keith J Lambert	LCF	2.00	0.00	0.00
MEDINA,SIMO	Simon Medina	LAB	2.00	0.00	0.00
Labor Totals:				Hours -	8.0
Equip Totals:				Hours -	0.0

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Cost Code Review

Cost Code: 99950-809 PAVED SIDE DITCH LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
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Cost Code Notes:

Slot: 2
 Company Note: Tied rebar in
 Indexes:

Inspector Note:

Date: 09/29/2016 Foreman: LYON, JEREMY Shift: 1

Time Card:

Production Quantities:	0.000				
LYON, JEREMY	Jeremy R Lyon	HSUP	8.00	0.00	0.00
BAY, LEWIS	Lewis D Bay	CAR	7.00	0.00	0.00
LAMBERT, KEI	Keith J Lambert	LCF	7.00	0.00	0.00
MEDINA, SIMO	Simon Medina	LAB	7.00	0.00	0.00
FRYE, JASON	Jason S Frye	HSUP	8.00	0.00	0.00
FRYE, CASEY	Casey J Frye	LAB	8.00	0.00	0.00
KINES, BRIAN	Brian S Kines	LAB	8.00	0.00	0.00
EDWARDS, MAT	Matthew Ryan Edwards	LAB	8.00	0.00	0.00
EDWARDS, DER	Derek T Edwards	LAB	8.00	0.00	0.00

Labor Totals: Hours - 69.0
 Equip Totals: Hours - 0.0

Cost Code Notes:

Slot: 4
 Company Note: 178 ft of side ditch
 Indexes:

Inspector Note:

Cost Code Review

Cost Code: 99950-809 PAVED SIDE DITCH LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
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Date: 09/30/2016 Foreman: GOTT,JEFF Shift: 1

Time Card:

Production Quantities: 0.500

GOTT,JEFF	Jeff W Gott	HSUP	5.00	0.00	0.00
FLEENER,STE	Steven W Fleener	OPR	4.00	0.00	0.00
THACKER,JOS	Joshua R Thacker	OPR	4.00	0.00	0.00
4441	L-Cat 420E IT Cab Backhoe		4.00	0.00	0.00
5760	L-Cat 308E2 CR Excavator		4.00	0.00	0.00
NETTLET,CON	Conner A Nettleton	LAB	4.00	0.00	0.00

Labor Totals: Hours - 17.0
 Equip Totals: Hours - 8.0

Date: 09/30/2016 Foreman: LYON,JEREMY Shift: 1

Time Card:

Production Quantities: 0.000

LYON,JEREMY	Jeremy R Lyon	HSUP	4.00	0.00	0.00
BAY,LEWIS	Lewis D Bay	CAR	4.00	0.00	0.00
LAMBERT,KEI	Keith J Lambert	LCF	4.00	0.00	0.00
MEDINA,SIMO	Simon Medina	LAB	4.00	0.00	0.00

Labor Totals: Hours - 16.0
 Equip Totals: Hours - 0.0

Total Production Quantity: 1.000 LS

Cost Code Review

Cost Code: 99950-809 PAVED SIDE DITCH LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
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Totals by individual items:

Employees:

BAY,LEWIS	Lewis D Bay	CAR	21.00	0.00	0.00
EDWARDS,DER	Derek T Edwards	LAB	8.00	0.00	0.00
EDWARDS,MAT	Matthew Ryan Edwards	LAB	8.00	0.00	0.00
FLEENER,STE	Steven W Fleener	OPR	6.00	0.00	0.00
FRYE,CASEY	Casey J Frye	LAB	8.00	0.00	0.00
FRYE,JASON	Jason S Frye	HSUP	8.00	0.00	0.00
GOTT,JEFF	Jeff W Gott	HSUP	8.00	0.00	0.00
GOTT,TANNER	Tanner W Gott	LAB	3.00	0.00	0.00
GOTT,TYLER	Tyler M Gott	LAB	10.00	0.00	0.00
KINES,BRIAN	Brian S Kines	LAB	8.00	0.00	0.00
LAMBERT,KEI	Keith J Lambert	LCF	21.00	0.00	0.00
LYON,JEREMY	Jeremy R Lyon	HSUP	22.00	0.00	0.00
MEDINA,SIMO	Simon Medina	LAB	21.00	0.00	0.00
NETTLET,CON	Conner A Nettleton	LAB	4.00	0.00	0.00
PAYTON,ROBE	Robert E Payton	OPR	16.00	0.00	0.00
THACKER,JOS	Joshua R Thacker	OPR	6.00	0.00	0.00
Totals:			178.00	0.00	0.00

Equipment:

4441	L-Cat 420E IT Cab Backhoe		5.00	0.00	0.00
5760	L-Cat 308E2 CR Excavator		22.00	0.00	0.00
Totals:			27.00	0.00	0.00

Milestone Contractors, L.P.
Job Name: R-38344-A WOODLAWN AVE

Job Code: 165025

Cost Code Review

Cost Code: 99950-809 PAVED SIDE DITCH LS

Code	Description	Class	Reg. Hours	OT Hours	Other Hours	
Materials:			Cost Type	Units	Received	Used
Subcontracts:			Cost Type	Units	Received	Used
Supplies:			Cost Type	Units	Received	Used
Trucking:			Cost Type	Units	Received	Used
Misc.:			Cost Type	Units	Received	Used
Misc 3:			Cost Type	Units	Received	Used

NOTE:

Filters in effect:
All Foremen.
Cost Code = 99950-809.
Dates >= 05/12/2016 and Dates <= 10/12/2016.

Printed on: 10/12/2016 14:45:23

Attendance/Non-Use Codes included in Hours: S,E,N,T / A,N,D

Page 6

X _____ Date: _____

2016 RATES (Effective 4/1/16)	PAY CLASS	YEAR	WAGE	H&W	PENSION	TRAINING	ICIAF	OTHER	ABUSE	BENEFITS	FICA	U.C.	W.C.	TOTAL	TOTAL STRAIGHT TIME	OVER TIME	DOUBLE TIME
OPERATOR -103	OPR	2016	33.15	8.25	7.90	0.75	0.13		0.03	17.06	2.54	2.49	1.10	56.33	56.33	75.42	94.50
OILER -103	OPR	2016	30.51	8.25	7.90	0.75	0.13		0.03	17.06	2.33	2.29	1.10	53.29	53.29	70.86	88.42
CCO-103	2015	2016	33.90	8.25	7.90	0.75	0.13		0.03	17.06	2.59	2.54	1.10	57.20	57.20	76.71	96.23
150 - 4 Co. Agrmt* (May 1)	OPR	2015	39.85	13.60	9.50	1.30	0.12	5.33	0.00	29.85	3.05	2.99	1.10	76.84	76.84	94.45	117.39
150 - 10 Co. Agrmt*	OPR	2016	29.85	13.95	7.25	0.40	0.13	3.15	0.03	24.91	2.28	2.24	1.10	60.38	60.38	74.42	91.60
181	OPR	2016	33.85	7.50	6.50	0.65	0.13		0.03	14.81	2.59	2.54	1.10	54.89	54.89	74.38	93.87
841	OPR	2016	31.30	8.50	6.70	0.95	0.13	3.20	0.03	19.51	2.39	2.35	1.10	56.65	56.65	71.47	89.49
LABORERS*	LAB	2016	22.62	5.75	7.25	0.55	0.13	0.25	0.03	13.96	1.73	1.70	1.10	41.11	41.11	53.88	66.90
SCREEDMAN	LAB	2016	23.12	5.75	7.25	0.55	0.13	0.25	0.03	13.96	1.77	1.73	1.10	41.68	41.68	54.74	68.06
FINISHER	LCF	2016	23.62	5.75	7.25	0.55	0.13	0.25	0.03	13.96	1.81	1.77	1.10	42.26	42.26	55.61	69.21
FOREMAN	LAB	2016	23.62	5.75	7.25	0.55	0.13	0.25	0.03	13.96	1.81	1.77	1.10	42.26	42.26	55.61	69.21
MID RATE FOREMAN	LAB	2016	27.44	5.75	7.25	0.55	0.13	0.25	0.03	13.96	2.10	2.06	1.10	46.66	46.66	62.21	78.00
HRLY SUPERINTENDENT	HSUP	2016	34.65	5.75	7.25	0.55	0.13	0.25	0.03	13.96	2.65	2.60	1.10	54.96	54.96	74.66	94.61
COMBINATION MAN	LT	2016	29.01	5.75	7.25	0.55	0.13	0.25	0.03	13.96	2.22	2.18	1.10	48.47	48.47	64.92	81.62
TMSTERS: SNGLE AXL	TMST	2016	27.41	10.47	3.94	0.37	0.13			14.91	2.10	2.06	1.10	47.57	47.57	63.35	79.14
LOWBOY TNDM TNDM	TMST	2016	27.76	10.47	3.94	0.37	0.13			14.91	2.12	2.08	1.10	47.98	47.98	63.96	79.94
LOWBOY TNDM TRI	TMST	2016	27.81	10.47	3.94	0.37	0.13			14.91	2.13	2.09	1.10	48.03	48.03	64.04	80.06
DISTRIBUTOR	TMST	2016	27.66	10.47	3.94	0.37	0.13			14.91	2.12	2.07	1.10	47.86	47.86	63.79	79.71
CARPENTERS:ZONE1A*	CAR	2015	37.42	8.34	11.47	0.38	0.12	5.99	0.00	26.30	2.86	2.81	1.10	70.49	70.49	86.04	107.59
CARPENTERS:ZONE1B*	CAR	2016	26.76	8.40	8.10	0.43	0.13	1.29	0.03	18.38	2.05	2.01	1.10	50.29	50.29	64.41	79.82
ZONE 3A*	CAR	2016	26.81	8.36	9.18	0.43	0.13	1.35	0.03	19.48	2.05	2.01	1.10	51.45	51.45	65.54	80.97
ZONE 3B*	CAR	2016	25.70	8.36	9.18	0.43	0.13	1.35	0.03	19.48	1.97	1.93	1.10	50.17	50.17	63.62	78.42
ZONE 3C*	CAR	2016	25.26	8.36	9.18	0.43	0.13	1.35	0.03	19.48	1.93	1.89	1.10	49.67	49.67	62.86	77.40
ZONE 3D*	CAR	2016	25.56	8.36	9.18	0.43	0.13	1.35	0.03	19.48	1.96	1.92	1.10	50.01	50.01	63.38	78.09
Zone 4A*	CAR	2016	24.73	8.32	9.66	0.43	0.13	1.62	0.03	20.19	1.89	1.85	1.10	49.77	49.77	62.38	76.62
Zone 4D*	CAR	2016	24.31	8.35	9.84	0.43	0.13	1.43	0.03	20.21	1.86	1.82	1.10	49.30	49.30	61.87	75.87
MECHANIC (NON-UNION)	MECH	2015	26.91	8.05						8.05	2.06	2.02	1.10	40.14	40.14	55.63	71.12
MECHANIC (UNION)	MECH	2016	33.15	8.25	7.90	0.75	0.13		0.03	17.06	2.54	2.49	1.10	56.33	56.33	75.42	94.50
Q/A		2016	25.09	8.05						8.05	1.92	1.88	1.10	38.04	38.04	52.49	66.93
SUPERINTENDENT	SUPT	2016	40.00	8.77						8.77	3.06	3.00	1.10	55.93	55.93	78.96	101.99
SURVEYOR		2016	34.06	8.48						8.48	2.61	2.55	1.10	48.80	48.80	68.41	88.02
SURVEY ASSISTANT		2016	22.62	5.75	7.25	0.55	0.13	0.25	0.03	13.96	1.73	1.70	1.10	41.11	41.11	53.88	66.90

*Laborers: Lake, Newton, Porter and LaPorte Countys add \$7.62 to wage

*Laborers: Jasper and Starke Counties add \$4.85 to wage

*Operator-150: 4 county agreement, Lake, Porter, LaPorte, St. Joseph **Vacation Fund included in earnings

*Operator-150: 10 county agreement, Elkhart, Kosciusko, Marshall, Noble, Fulton, LaGrange, Newton, Pulaski, Jasper, Starke

*Operator-841: Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, Warren

ZONE 1A: Lake, Porter, LaPorte, Starke, Pulaski, Newton, Jasper

*ZONE 1B: Benton, White, Pulaski, Warren, Tippecanoe, Carroll, Clinton

*ZONE 3A: Hamilton, Hancock, Hendricks, Marion, Johnson

*ZONE 3B: Vermillion, Vigo, Fountain, Parke, Clay, Montgomery, Putnam, Owen, Boone, Morgan,

*ZONE 3C: Brown, Shelby, Bartholomew, Rush, Decatur, Franklin, Johnson

*ZONE 3D: Madison, Blackford, Delaware, Henry, Jay, Randolph, Wayne, Fayette, Union

*ZONE 4A: Daviess, Gibson, Greene, Knox, Lawrence, Martin, Orange, Sullivan



Invoice

1100 S 9th Street
Louisville, KY 40203

Invoice No.	239812
Customer No.	MILESTONE

Bill To

MILESTONE CONTRACTORS, L.P.
P O BOX 421459
INDIANAPOLIS, IN 46242-1429

Ship To

MILESTONE CONTRACTORS, L.P.
JOB# 165025
12TH AND WOODLAWN
BLOOMINGTON, IN

Telephone: 317-788-6885

Telephone: 317-788-6885

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
09/29/16	09/26/16	239812			NET 30
Warehouse	Ship Via	F.O.B.	Salesperson	Resale Number	
MAIN	Company Truck		TONY GERACITANO		
Order Quantity	Ship Quantity	Tax	Item Number / Description	Unit Price	Extended Price
668	668	Y	200110 U of M: Pound #4 REBAR GR-60 50 EA @ 20'	0.4300	287.24
100	100	Y	160225 U of M: L/F 3" SLAB BOLSTER UPPER PLAIN	0.5200	52.00

Print Date	10/14/16
Print Time	06:44:30 AM
Page No.	1

Total Paid	0.00
Balance Due	384.39
Due Date	10/29/16

Subtotal	339.24
Freight	20.00
7.00000 %Sales Tax	25.15
Invoice Total	384.39

Printed By: Tony Geracitano

County Ready Mix

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

INVOICE

For billing questions, please call our office at (317) 326-3101

MILESTONE CONT LP BLOOMINGTON
4755 W ARLINGTON
BLOOMINGTON IN 47404

Customer No.	Invoice Date	Invoice No.
87877	09/29/2016	60010198
Total Due if Paid by	10/10/2016	\$2,678.75
Total Due if Paid after	10/10/2016	\$2,753.75

Delivery Address
R-38344 MONROE CO. NEW RR } BETWEEN 12

P.O. No.	Job No.	Project No.	Order No.
----------	---------	-------------	-----------

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
158	8110FG	IMI PUMP PRIME	1.00	cy	129.75	129.75
158	32	MINIMUM LOAD CHARGE	1.00	ea	200.00	200.00
158	31	ENVIRONMENTAL FEE	4.00	ea	12.00	48.00
158	9001IN	CLASS A STONE ASH	24.00	cy	99.00	2,376.00
* 15804439, 15804440, 15804443, 15804445						

165025
99950
809
3

Discount	If Paid By	Total Yardage	Subtotal	Sales Tax	INVOICE TOTAL
\$75.00	10/10/2016	25.00 cy	\$2,753.75	\$.00	\$2,753.75

CRM-FM01 (06/14)

Retain this portion for your records.

Detach here and return with your payment

County Ready Mix

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

Customer No.	Invoice Date	Invoice No.
87877	09/29/2016	60010198
Total Due if Paid by	10/10/2016	\$2,678.75
Total Due if Paid after	10/10/2016	\$2,753.75

Amount Enclosed

Make check payable to County Ready Mix

MILESTONE CONT LP BLOOMINGTON
4755 W ARLINGTON
BLOOMINGTON IN 47404

Remit To:

County Ready Mix
P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

R.L. McCoy, Inc.
 7898 East Lincolnway
 Columbia City, IN 46725
 P:(317) 544-0000 F:(317) 544-0001

Invoice

DATE	NUMBER
9/29/2016	36347

Job Name: 12th & Woodlawn
 Job Number:
 Building/Lot #:
 P.O. :
 Job Date: 9/29/2016
 Size Requested: 43m
 Unit Sent: BP-240
 Poured Amount: 24.00
 Job Type: Trenches
 Term: Pay Net 30

TO: Milestone Contractors, LP
 P.O. Box 421459
 Indianapolis, IN 46242-1459

Jobsite: 12th & Woodlawn Contract #R-38344, Bloomington, IN

ITEM DESCRIPTION	QUANTITY	RATE	ITEM TOTAL
Equipment: Hourly Charge	5.00	\$ 175.00	\$ 875.00
Equipment: Pour Volume Charge	24.00	\$ 3.75	\$ 90.00
Equipment: Travel Charge	3.00	\$ 175.00	\$ 525.00

Special Quote

Subtotal: \$ 1,490.00
GRAND TOTAL: \$ 1,490.00

No Disclaimer

Equipment Details							Rental Rate Blue Book®				Adjustments			
ID	Equipment Type	Manufacturer	Model	Year	Serial Number	Configuration / Notes	Ownership	Operating	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate
4368	Tractor-Loader-Backhoes	Caterpillar	420E	2007	HLS03943	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: 1.25 cy, Backhoe Stick: Extendable in, Net Horsepower: 93.3 hp, Operator Protection: ROPS	\$3,234.83	\$18.95	Jul 1, 2016 - Present	Indiana: 98.5%	2007: 94.1%	100%	100%	\$37.33
4369	Tractor-Loader-Backhoes	Caterpillar	420E	2007	HLS04006	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: 1.25 cy, Backhoe Stick: Extendable in, Net Horsepower: 93.3 hp, Operator Protection: ROPS	\$3,234.83	\$18.95	Jul 1, 2016 - Present	Indiana: 98.5%	2007: 94.1%	100%	100%	\$37.33
4439	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN02016	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,718.38	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	100%	100%	100%	\$40.58
4440	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN01767	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01
4441	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN02015	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01
4442	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN01768	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01
4443	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN02017	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01
4444	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN02092	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01
4445	Tractor-Loader-Backhoes	Caterpillar	420E IT	2012	DAN02093	Power Mode: Diesel, Drive: 4WD, Loader Bucket Capacity--Heaped: N/A cy, Backhoe Stick: Extendable in, Net Horsepower: 93.0 hp, Operator Protection: ROPS	\$3,617.98	\$19.45	Jul 1, 2016 - Present	Indiana: 98.5%	2012: 97.3%	100%	100%	\$40.01

Equipment Details							Rental Rate Blue Book®			Adjustments				
ID	Equipment Type	Manufacturer	Model	Year	Serial Number	Configuration / Notes	Ownership	Operating	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate
5707	Crawler Mounted Hydraulic Excavators	Caterpillar	336D L	2015	RKB00706	Power Mode: Diesel, Bucket Capacity - Heaped: 1.56 cy, Operating Weight: 36.5 t, Net Horsepower: 268.0 hp	\$11,884.63	\$64.70	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$132.23
5734	Crawler Mounted Hydraulic Excavators	Caterpillar	308D CR	2015	FJX03204	Power Mode: Diesel, Bucket Capacity - Heaped: .4 cy, Operating Weight: 7.9 t, Net Horsepower: 55.6 hp	\$5,092.71	\$20.95	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$49.89
5760	Crawler Mounted Hydraulic Excavators	Caterpillar	308D CR	2015	FJX03208	Power Mode: Diesel, Bucket Capacity - Heaped: .4 cy, Operating Weight: 7.9 t, Net Horsepower: 55.6 hp Notes: 308E2	\$5,092.71	\$20.95	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$49.89
5761	Crawler Mounted Hydraulic Excavators	Caterpillar	308D CR	2015	FJX03202	Power Mode: Diesel, Bucket Capacity - Heaped: .4 cy, Operating Weight: 7.9 t, Net Horsepower: 55.6 hp Notes: 308E2	\$5,092.71	\$20.95	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$49.89
5762	Crawler Mounted Hydraulic Excavators	Caterpillar	336D L	2015	RKB01361	Power Mode: Diesel, Bucket Capacity - Heaped: 1.56 cy, Operating Weight: 36.5 t, Net Horsepower: 268.0 hp Notes: 336F	\$11,884.63	\$64.70	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$132.23
5763	Crawler Mounted Hydraulic Excavators	Caterpillar	336D L	2015	RKB01564	Power Mode: Diesel, Bucket Capacity - Heaped: 1.56 cy, Operating Weight: 36.5 t, Net Horsepower: 268.0 hp Notes: 336F	\$11,884.63	\$64.70	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$132.23
5764	Crawler Mounted Hydraulic Excavators	Caterpillar	349E L	2015	HPD00462	Power Mode: Diesel, Bucket Capacity - Heaped: 4.1 cy, Operating Weight: 49.4 t, Net Horsepower: 404.0 hp	\$16,277.95	\$97.95	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$190.44
5769	Crawler Mounted Hydraulic Excavators	Komatsu	PC228USLC-8	2015	2206	Power Mode: Diesel, Bucket Capacity - Heaped: .7 cy, Operating Weight: 26.6 t, Net Horsepower: 148.0 hp	\$11,539.86	\$48.35	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$113.92
5770	Crawler Mounted Hydraulic Excavators	Komatsu	PC228USLC-8	2015	2222	Power Mode: Diesel, Bucket Capacity - Heaped: .7 cy, Operating Weight: 26.6 t, Net Horsepower: 148.0 hp	\$11,539.86	\$48.35	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$113.92
5795	Crawler Mounted Hydraulic Excavators	Caterpillar	336D L	2015	YCE00425	Power Mode: Diesel, Bucket Capacity - Heaped: 1.56 cy, Operating Weight: 36.5 t, Net Horsepower: 268.0 hp	\$11,884.63	\$64.70	Jul 1, 2016 - Present	Indiana: 99%	2015: 99.5%	100%	100%	\$132.23
5796	Crawler Mounted Hydraulic Excavators	Caterpillar	314D LCR	2016	ZJT01726	Power Mode: Diesel, Bucket Capacity - Heaped: .56 cy, Operating Weight: 14.1 t, Net Horsepower: 90.0 hp	\$7,098.30	\$30.85	Jul 1, 2016 - Present	Indiana: 99%	2016: 100%	100%	100%	\$71.18
5797	Crawler Mounted Hydraulic Excavators	Caterpillar	314D LCR	2016	ZJT01521	Power Mode: Diesel, Bucket Capacity - Heaped: .56 cy, Operating Weight: 14.1 t, Net Horsepower: 90.0 hp	\$7,098.30	\$30.85	Jul 1, 2016 - Present	Indiana: 99%	2016: 100%	100%	100%	\$71.18
6010	Articulated Frame Graders	Caterpillar	12G	1989	61M13153	Operator Protection: EROPS, Power Mode: Diesel, Net Horsepower: 135 hp, Moldboard Size: 12 ft	\$4,848.01	\$30.05	Jul 1, 2016 - Present	Indiana: 98.5%	1989: 95.2%	100%	100%	\$57.60



MEMORANDUM

TO: Legal Department (Jackie Moore)
FROM: Liz Carter
DATE: March 14, 2018
RE: Approve Request from CBU to Temporarily Close and Restrict Public Rights-of-Way to Complete the Final Phase of the South Central Interceptor Project

Funding Source: N/A

Total Dollar Amount of Contract: N/A

Expiration Date of Contract: 6/1/2018

Renewal Date for Contract: N/A

Department Head Initials of Approval: Terri Porter

Due Date For Signature: 3/20/2018

Record Destruction Date (Legal Dept to fill in): 6/30/2028

Legal Department Internal Tracking #: 18-166

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Jackie Moore

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Liz Carter

Summary of Contract:

The South Central Interceptor is a city-wide sanitary storm sewer update project that involves the installation of nearly 12,000 feet of new sewer pipe. Much of the construction is complete. The pipe must be run through West Hillside Drive and South Monon Drive in order to reach its final connection. The City of Bloomington Utilities Department (CBU) has asked to do the work in Monon for a 4-week period sometime between April 1, 2018 and June 1, 2018.

Upon completion of the Monon/Hillside work under a Memorandum of Understanding (MOU), CBU will be requesting a temporary closure of Grimes Lane and restriction of South Walnut Street. The closure and restriction would facilitate the final portion of the South Central Interceptor project.



Board of Public Works Staff Report

Project/Event: Request of permission to restrict and temporarily close public rights-of-way for the final phase of the South Central Interceptor project

Petitioner/Representative: City of Bloomington Utilities/Infrastructure Systems, Inc.

Staff Representative: Liz Carter, Engineering Technician

Date: 3/20/2018

Report: The South Central Interceptor is a city-wide sanitary storm sewer update project that involves the installation of nearly 12,000 feet of new sewer pipe. Much of the construction is complete. The pipe must be run through West Hillside Drive and South Monon Drive in order to reach its final connection. The City of Bloomington Utilities Department (CBU) has asked to do the work in Monon for a 4-week period sometime between April 1, 2018 and June 1, 2018.

Upon completion of the Monon/Hillside work under a Memorandum of Understanding (MOU), CBU will be requesting a temporary closure of Grimes Lane and restriction of South Walnut Street. The closure and restriction would facilitate the final portion of the South Central Interceptor project.

Recommendation and Supporting Justification: Staff recommends that the Board grant permission to CBU and approve the MOU for work in West Hillside Drive and South Monon Drive.

Staff recommends deferment of the Walnut/Grimes request to a subsequent meeting so that all pertinent information may be collected.

Recommend Approval Denial by Liz Carter

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
City of Bloomington Utilities

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and City of Bloomington Utilities outlines the binding conditions placed upon and agreed to by City of Bloomington Utilities in exchange for use by City of Bloomington Utilities, its agents and subcontractors, of certain public right-of-way during installation of 42" sanitary sewer pipe, through South Monon Drive and West Hillside Drive, in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from April 1, 2018 through June 1, 2018, inclusive.
2. Planning and Transportation shall allow City of Bloomington Utilities to block and restrict from general public usage the roadway within the Construction Site. City of Bloomington Utilities shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. City of Bloomington Utilities shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, City of Bloomington Utilities shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. City of Bloomington Utilities shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by City of Bloomington Utilities.
5. City of Bloomington Utilities shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. City of Bloomington Utilities shall restore such right-of-way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this

MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by City of Bloomington Utilities, their employees, agents, contractors and subcontractors.

6. The City of Bloomington shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
7. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
8. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
9. City of Bloomington Utilities agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of the use of the described right-of-way by City of Bloomington Utilities whether such claims may be brought by the City of Bloomington or by any third party.
10. Prior to beginning work, City of Bloomington Utilities shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
11. City of Bloomington Utilities shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
12. Phil Peden of City of Bloomington Utilities agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

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

Date: 3/16/18

By: _____
Philippa M. Guthrie, Corporation
Counsel

Date: _____

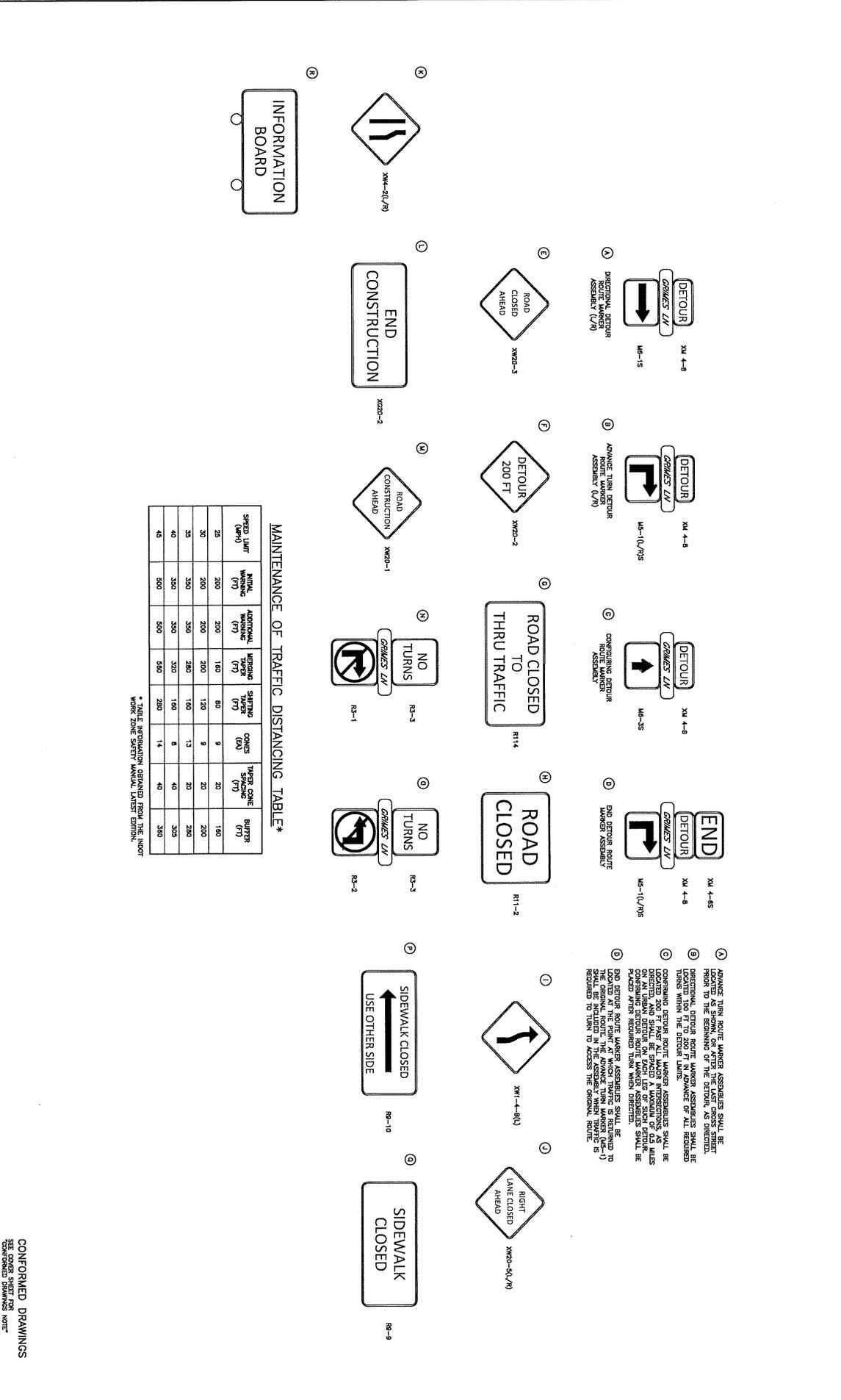
City of Bloomington Utilities

By: _____
Phil Peden, Utilities Engineer

Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 3.15.18

GREELY AND HANSEN 700 INDIANAPOLIS BOULEVARD, SUITE 130 INDIANAPOLIS, INDIANA 46278	DESIGNED LMA	APPROVED	SCALE		CITY OF BLOOMINGTON UTILITIES DEPARTMENT	GENERAL	TRAFFIC CONTROL DETAILS	FILE NAME: C21ND003.DWG
	CHECKED JMT		NOT TO SCALE					
			NO. DATE	REVISION				

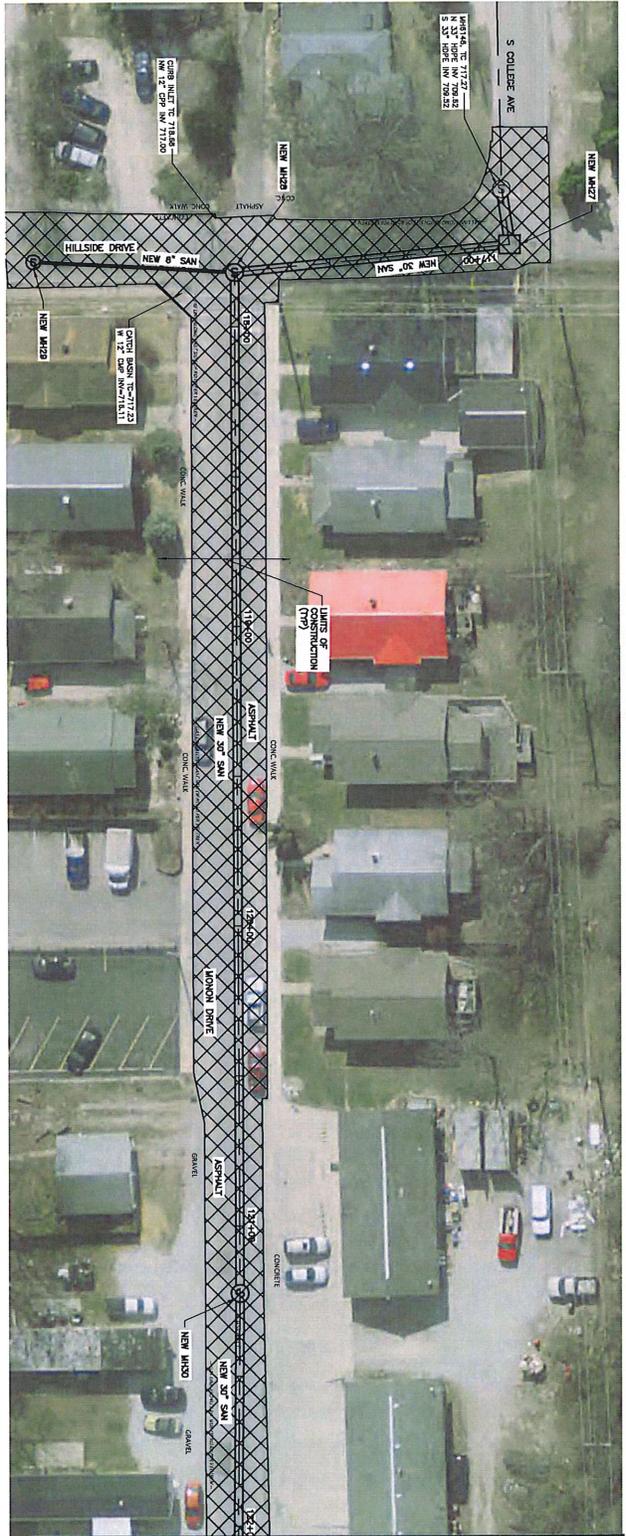


MAINTENANCE OF TRAFFIC DISTANCING TABLE*

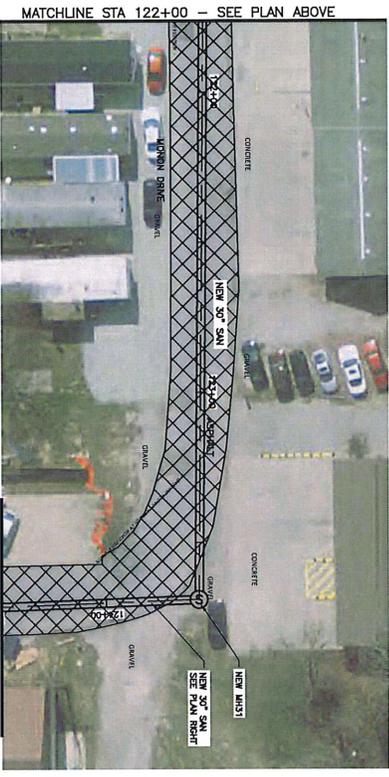
SPEED LIMIT (mph)	INITIAL WARNING (ft)	ADDITIONAL WARNING (ft)	MESSAGE TAPE (ft)	STARTING TAPE (ft)	STOPPING CONE (ft)	TRIPER CONE SPACING (ft)	BUFFER (ft)
25	200	200	160	80	9	20	160
30	200	200	200	120	9	20	200
35	350	350	280	160	13	20	280
40	350	350	320	180	8	40	305
45	500	500	500	280	14	40	350

* TABLE INTERSECTION DISTANCING FROM THE POINT WHERE CONE SPACING BEGINS TO DIMINISH

CONFORMED DRAWINGS
 SEE COVER SHEET FOR NOTES
 REVISIONS



MATCHLINE STA 122+00 - SEE PLAN BELOW, LEFT



MATCHLINE STA 127+00 - SEE PLAN ABOVE



MATCHLINE STA 122+00 - SEE DWG C32

PAVEMENT REPLACEMENT PLANS

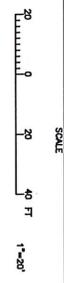
SCALE 1"=40'

DESIGNED BY: GREGORY AND HANSEN
 DRAWN BY: MHR
 CHECKED BY: JMT

APPROVED: FEBRUARY 22, 2017
 PROJECT NO. 05932N

NO. DATE APPROVED

NO.	DATE	APPROVED



CITY OF BLOOMINGTON UTILITIES DEPARTMENT
 SOUTH CENTRAL INTERCEPTOR

CIVIL
 PAVEMENT REPLACEMENT PLANS

FILE NAME: 05932NOC32-33
 DWG: C32
 SHEET: 38 OF 40
 DATE: FEBRUARY 2017 REV: 0

NOTES:

1. REPLACE PAVEMENT FROM PERMITS TRENCH DETAIL ON DWG C28 AND C29. PROVIDE REPLACEMENT DETAIL ON DWG C32.
2. HILL REMAINING SURFACE SURFACE NOT DISBURSED BY PERMITS CONSTRUCTION SHALL BE REPAVED WITH PERMITS TRENCH DETAIL ON DWG C28.
3. PROVIDE PERMANENT MARKINGS AND STRIPING AT THE ORIGINAL LOCATIONS AND STRIPING IN ACCORDANCE WITH MOST STANDARD SPECIFICATION SECTION 808.
4. USE FINISHED FILL TO MATCH TRENCH PAVEMENT REPLACEMENT AS SOON AS POSSIBLE.
5. FOR ALL OTHER STREETS USE MOST RECENT PERMITS TRENCH DETAIL ON DWG C28. ALLOW A MINIMUM OF 45 DAYS FOR CONSULTATION OF BUREAU AND SEWER DEPARTMENT BEFORE PERMITS PAVEMENT REPLACEMENT.
6. REPLACE SIDEWALK AND CURB DAMAGED DURING CONSTRUCTION IN ACCORDANCE WITH DETAILS ON DWG C28.

MEMORANDUM



TO: Board of Public Works
FROM: Vic Kelson, Director of Utilities
DATE: March 19, 2018
RE: Request for Partial Road Closure

The City of Bloomington Utilities (CBU) is committed to a more efficient and reliable wastewater collection and treatment system, and reducing the number of Sanitary Sewer Overflows (SSOs) is a major emphasis in that effort. Bloomington's older sanitary sewers, some of which date as far back as 1910, are not sufficiently watertight to prevent the infiltration of stormwater and overflows can occur.

There were 83 overflows at the intersection of Grimes Lane and South Walnut Street from 2006-2016, making this by far the most problematic area in the city. Residents in an area near a SSO are advised to take precautions because untreated sewage may accumulate. When CBU is alerted to a SSO, the proper clean-up protocol is activated, including public notices.

Last year, the Utilities Service Board approved a \$6.9 million project for improvements to the aging infrastructure of the South Central Interceptor Sewer, located along South Walnut Street from Davis Street to Gordon Pike. The majority of the work has been completed in the future Switchyard Park property and the rest is scheduled for completion by September 2018.

This infrastructure upgrade will eliminate the chronic sanitary sewer overflow location near Grimes Lane and is critical to support Bloomington's southside, the upcoming 65-acre Switchyard Park, and the increase in commerce expected along this corridor in the coming years. All of the homes and businesses in central Bloomington south of 11th Street discharge to this interceptor, which carries wastewater to the Dillman Wastewater Treatment Plant. The total length of new sewer main is 12,000 feet; much has a diameter of 42 inches.

Although CBU works diligently to disrupt the public as little as possible, there have been inconveniences during construction, such as a detour in the B-Line trail and the current closure of Country Club Drive near S. Walnut. The largest inconvenience will occur in the final stage of construction, installing the northernmost piece of the new pipe. Walnut St. will be reduced to one lane from Allen to Monon and turning onto Grimes from Walnut will be closed. All parties involved agree that the dry summer months when MCCSC and IU are not in session are the most feasible. Plans for the work itself have been carefully crafted to ensure that the amount of time roads are closed is as short as possible.

Please do not hesitate to contact my office should you have any questions, concerns, or ideas to share. Thank you for your consideration.



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Making Travel Impossible

Nikota Brault

Sat, Mar 10, 2018 at 1:16 PM

To: planning@bloomington.in.gov

Hello,

I just read the article in the HT about the summer sewer work that will have south Walnut down to two lanes. I live on the south side of Bloomington and I can probably speak for a lot of the people there, we feel trapped. I understand that you can't put all local projects on hold just because of the I-69 construction. However, with the construction on Gordon Pike, Country Club, 2nd and 3rd street bridges, Tapp road's closure and the various other projects around town, it's making it nearly impossible to get around town anymore especially at the prime travel hours. By closing south Walnut for 8 weeks you are dooming the south side of Bloomington to being trapped or having to go completely out of our way, wasting gas just to be able to get to say a grocery store. I beg you to stagger these projects more so that there isn't mayhem happening in all of the major areas at once.

Thank you for your time,

Nikota Brault

3/15/2018

City of Bloomington, Indiana Mail - [Planning] Walnut St



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Walnut St

Tim Steiner

Sat, Mar 10, 2018 at 12:08 PM

To: "planning@bloomington.in.gov" <planning@bloomington.in.gov>

I read the newspaper article today about the upcoming closure of Walnut street and the Grimes lane intersection. It is my opinion that this project should belayed until Summer 2019. It is very short-sighted to close that intersection while 2nd St, 3rd St, Country Club Rd, and Robert Rd are all simultaneously under construction. This is a recipe for traffic disaster.

Sincerely,
Timothy M Steiner

Get [Outlook for iOS](#)

3/16/2018

City of Bloomington, Indiana Mail - [Planning] City Street Projects



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] City Street Projects

Janet Branam

Sat, Mar 10, 2018 at 8:57 AM

To: planning@bloomington.in.gov

Suggestion: Why can't you engineers put enough workers on ONE Project to get the job done PDQ, instead of tying up so many locations for a prolonged period of time? DUH? I think you get your "jollies" laughing about all the detours you create!!



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Concern Over Grimes Lane Closure in the Summer

Sarah Larson

Fri, Mar 9, 2018 at 11:25 AM

To: planning@bloomington.in.gov

Good morning,

I would like to express my concern over a proposed closure of Grimes Ln. from South Walnut Street during Summer 2018. I implore the city to wait to close the road until the Country Club construction has finished. I will try my best to attend the public meeting to voice my concern there as well, but if I do not, please take this into account.

I currently reside on Rogers St, a block North of the Country Club and Rogers Intersection. Currently, the closure on Country Club has had a detrimental effect on me, but closing Grimes Lane WHILE the Country Club construction is ongoing would be an absolute disaster. I work at IU and my husband works near the campus, but we use Grimes to access Walnut St to get to work. If Grimes closes at the same time Country Club closes, my husband and I, along with EVERYONE in Broadview and near Summit Elementary that travel north will need to use Rogers St. The only other option is taking Weimer Rd to 2nd St. or Patterson to 2nd St, and both of those options are not good for someone like myself who works on campus.

Currently, the traffic has already worsened with the Country Club closure. I invite anyone in the city planning or utilities department to try driving through Grimes and Rogers St in the morning from 7:30-9 am or from 4:00-6:30 pm. My drive to or from work, which is 3.5 miles, now can take 25-35 minutes, whereas before it was 15-20 minutes. If Grimes closes at the same time as Country Club closes, I can only assume my driving commute will take 35-45 minutes. Thankfully I am a cyclist and can use the B-line...assuming you don't close that as well.

One other thing to consider are emergency vehicles. An increase of traffic on Rogers will slow down ambulances traveling south on Rogers and could have a detrimental effect on any emergency vehicle reaching the Broadview/Summit Elementary school area.

Keep in mind, with Tapp and Hwy 37/69 road construction, it's not like residents of the neighborhood can utilize that option all the time with the lane closures and ramp closures.

Do everyone a favor, and please wait until Country Club is open again to South Walnut St.

Best regards,

Sarah Larson
Broadview Resident

--



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Grimes/Walnut Project Comment

Sara Peterson

Sun, Mar 11, 2018 at 1:24 PM

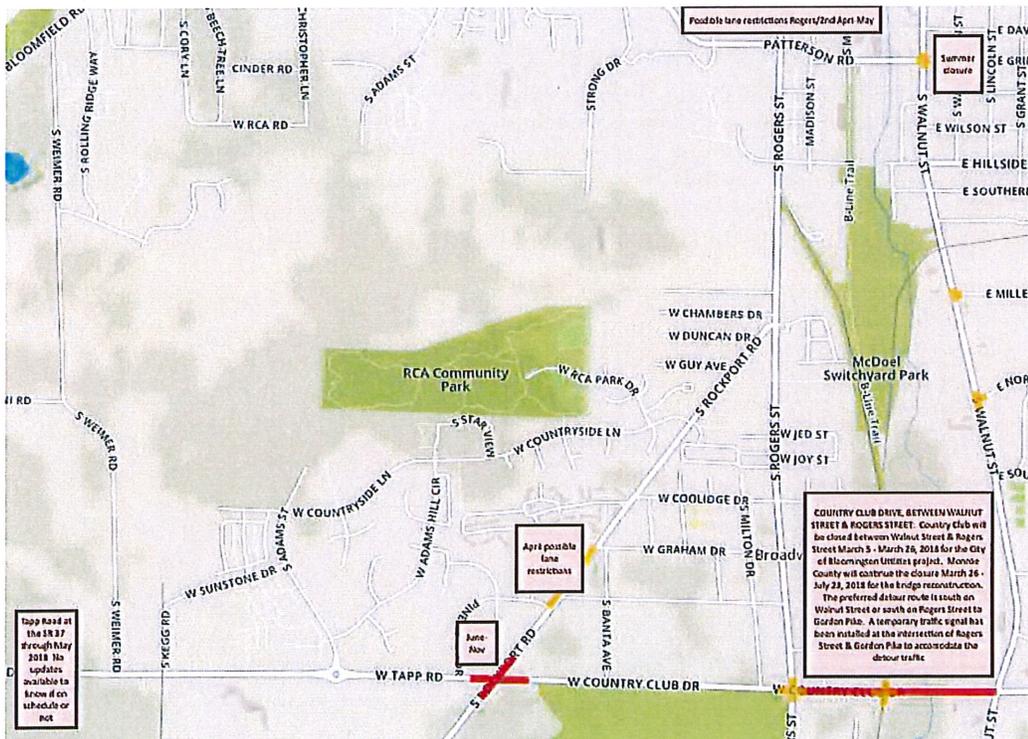
To: planning@bloomington.in.gov
Cc: sturbauc@bloomington.in.gov, wasona@bloomington.in.gov, administrator@perrytownship.info, commissionersoffice@co.monroe.in.us

Board of Public Works,

Let me begin by saying that I understand and support the need to maintain and upgrade infrastructure.

However, I am deeply dismayed that our corner of the city is in the process of being, for all intents and purposes, blocked off. With two of the primary ingress/egress routes already blocked, you are now scheduling projects that will further isolate us. Rogers is the only remaining outlet for the neighborhood, and it will have restrictions to the north at 2nd, to the south at Country Club, and access to the east off of Rogers will be forced north once Grimes is closed. (Weimer Road can hardly be considered an outlet given its limited ability to carry traffic and lack of light to guide turns onto 2nd.) Not knowing the schedule for Switchyard Park work, there is the possibility that this may further clog Rogers Street with construction vehicles.

This has an impact on our daily lives causing extended rerouting, dramatically increases congestion, and reduces access for emergency/safety vehicles. The confluence of these projects within this window shows, at best, a lack of careful planning and, at worst, a lack of respect for city residents.



Sincerely,
Sara Peterson, Resident Isabel Court, Bloomington



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Walnut Street Crunch

Julie Joy

Wed, Mar 14, 2018 at 8:17 AM

To: planning@bloomington.in.gov

I cannot attend next Monday's public meeting re lane restrictions on S. Walnut Street this summer because I have to work at that time. And I accept that my objection to the timing of this plan will carry no weight in your decision. But I am going to strongly object to this idea anyway.

I live on the south side of town, in the Sherwood Oaks neighborhood. I work on the west side, on Liberty Drive between 2nd and 3rd Streets. It has already been a nightmare trying to get back and forth between home and work for several months now. My travel time to and from work has doubled; and I find myself in daily traffic jams. First, Tapp Road at 37 was closed, forcing me to drive through town and choose either the traffic jam on the 2nd Street bridge or the one on the 3rd Street bridge to get to Liberty Drive.

When N. 37 was open to traffic, that provided some temporary relief. But last week, Country Club Road has been shut down between Walnut and Rogers UNTIL JULY, totally eliminating the possibility of using the Tapp Road route to 37 for months to come. Taking Walnut Street north to Grimes Lane or beyond is my only reasonable option to and from work during this 4-5 month period.

NOW, you are planning to restrict Walnut Street to 2 lanes, causing daylong gridlock rather than the rush-hour gridlock we currently experience. The Grimes Lane intersection is already a bottleneck. Now you are planning to close Grimes Lane! I can't fathom what the wait times will be when you set this plan in place. I will no longer have the option of going either west or north to get to my place of employment. Instead, I will have to go east to the mall and take the bypass around; or go south and wind my way to Fullerton Pike and up Leonard Springs Road. I can do this, and will have to; but it makes no sense at all.

To compound the problem for me, in my job I drive to clients' homes all over the county, so I am on the road quite a bit. It feels as though my co-workers and I are trapped on Liberty Drive, making it difficult to get to our destinations throughout the day, particularly in the afternoons and evenings. It is now common to sit in bumper-to-bumper traffic on Liberty Drive all the way from Second to Third streets IN BOTH DIRECTIONS during evening rush-hour traffic.

In fact, in case none of you have traveled any of these routes I have mentioned, traffic is already bumper-to-bumper through much of the day in all of these places. I have always been annoyed by the inadequate traffic systems throughout Bloomington but have learned to tolerate the inconvenience of it. Lately, though, driving in town has become a nightmare. And now you plan to make the nightmare even worse in the coming weeks and months!!

If not for my Sirius XM radio, I would have lost my sanity long ago in this mess. A co-worker and I were talking the other day. He voiced what we are all thinking at work: Why can't Bloomington finish one job before you start another one? With your current system of closing one road after another after another, and causing traffic jams all over the north, south, east and west sides of town, you are not winning friends. Let's see some common sense in your planning! At least finish the Country Club Road project before you close Grimes Lane and restrict Walnut Street traffic. It would be much appreciated by all of us road-weary travelers.

Just one small voice,

Julie Joy

Virus-free. www.avg.com

3/15/2018

City of Bloomington, Indiana Mail - [Planning] Bloomington Streets



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Bloomington Streets

'Deborah Hayes' via Planning Department <planning@bloomington.in.gov>

Sat, Mar 10, 2018 at 2:08 PM

To: "planning@bloomington.in.gov" <planning@bloomington.in.gov>

Please think long and hard on the Grimes and South Walnut project, it looks like it would be better for our Community if the project would wait until some of the other road work is done, really hard to get thru Bloomington right now.

3/16/2018

City of Bloomington, Indiana Mail - [Planning] Grimes closure



Elizabeth Carter <cartere@bloomington.in.gov>

[Planning] Grimes closure

'Julie Miller' via Planning Department <planning@bloomington.in.gov>

Fri, Mar 9, 2018 at 6:21 AM

To: planning@bloomington.in.gov

Although I have not received notice, I saw a notice from a friend that Grimes and Walnut will be closed for eight weeks this summer. I live off Rogers between Tapp and Grimes. With the closure of Country Club I already add extra time to my commute. Now I will have to drive South to Gordon Pike or north to Dodds in order to get to the east side. I do not believe Dodds is set up for that amount of traffic and both Gordon Pike and Grimes are already extremely congested this week. I can't be saying anything you don't already know... access to the west side of town is already difficult, and this makes access to the east side even worse.

Please consider delaying this project until Country Club is reopened so those of us that live in this area have a realistic route to get to and from work.

Thank you,
Julie Miller

Sent from my iPhone



Board of Public Works Staff Report

Project/Event: Pedestrian Easement for sidewalks along Smith Avenue and S. Washington Street
Petitioner/Representative: Urban Station, LLC /Smith, Brehob, & Assoc.
Staff Representative: Liz Carter
Date: March 20, 2018

Report: Urban Station, LLC constructed a two-building, multi-use development located at 405 S. Walnut Street and 404 S. Washington Street. As a part of that development, sidewalks were built that run along the façade of the building. The sidewalks along Smith Avenue and S. Washington Street are on private property. A pedestrian easement would have to be granted so that the public could use the sidewalks and so that the City of Bloomington could have the right to maintain, repair, or replace them.

Recommendation and Supporting Justification: Public sidewalks along Smith Avenue and South Washington Street are important to maintain pedestrian connectivity through the area. When the site plan for this development went before the Plan Commission, the donation and recording of pedestrian easements along Washington Street and Smith Avenue were established as a condition of approval. Staff have inspected the sidewalks and recommend approval of the pedestrian easement.

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

CITY OF BLOOMINGTON PERPETUAL PEDESTRIAN EASEMENT

THIS INDENTURE WITNESSETH, that Urban Station, LLC, an Indiana limited liability company, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the CITY OF BLOOMINGTON, hereinafter called GRANTEE, a perpetual pedestrian easement and right of way across GRANTOR'S property located at 405 S. Walnut Street in Monroe County, Indiana, and described in a deed, recorded as Instrument Number 2016013936 in the Office of the Recorder of Monroe County, Indiana, to maintain a sidewalk for pedestrian use by the public. The Easement granted herein is described as follows:

Sidewalks along the north and east sides of the building as described and depicted in Exhibits "A" and "B". Exhibits A and B are attached hereto and incorporated herein. Subject to the right of way of E. Smith Avenue, S. Washington Street, and all existing easements and rights of way of record.

The GRANTOR states that it is the sole owner of the above described property. GRANTOR acknowledges that it shall not place any obstruction within the pedestrian easement. GRANTOR intends the easement to run with the land. The easement shall grant the general public the right to access the easement for the purpose of walking, running, bicycling, skating or utilizing certain classes of non-motorized vehicles.

The easement shall constitute a Right of Way and is granted for the purpose of permitting GRANTEE and its contractors the right to enter upon said real estate covered by this easement to maintain this easement. GRANTEE is granted the right to maintain, repair, and replace the sidewalk as GRANTEE deems necessary.

The undersigned person executing this Grant on behalf of GRANTOR represents and certifies that he has been fully empowered to execute and deliver this Grant; that GRANTOR has full corporate capacity to convey the interest in the real estate described herein; and that all necessary corporate action for the making of this conveyance has been taken and done.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this _____ day of _____, 2018.

Urban Station, LLC

By: _____
Steven Hoffman, President

ACCEPTANCE BY BOARD OF PUBLIC WORKS

The City of Bloomington Board of Public Works accepts the above and foregoing grant of perpetual pedestrian easement and right of way by Urban Station, LLC, this _____ day of _____, 2018.

City of Bloomington Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Steven Hoffmann, who executed the above and foregoing instrument as his voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 2018.

My Commission Expires: _____

Resident of _____ County

Notary Public

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2018, at which time Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works personally appeared and acknowledged the execution of the above and foregoing instrument for the purposes therein stated.

Commission Expires: _____
County of Residence: _____

Notary Public

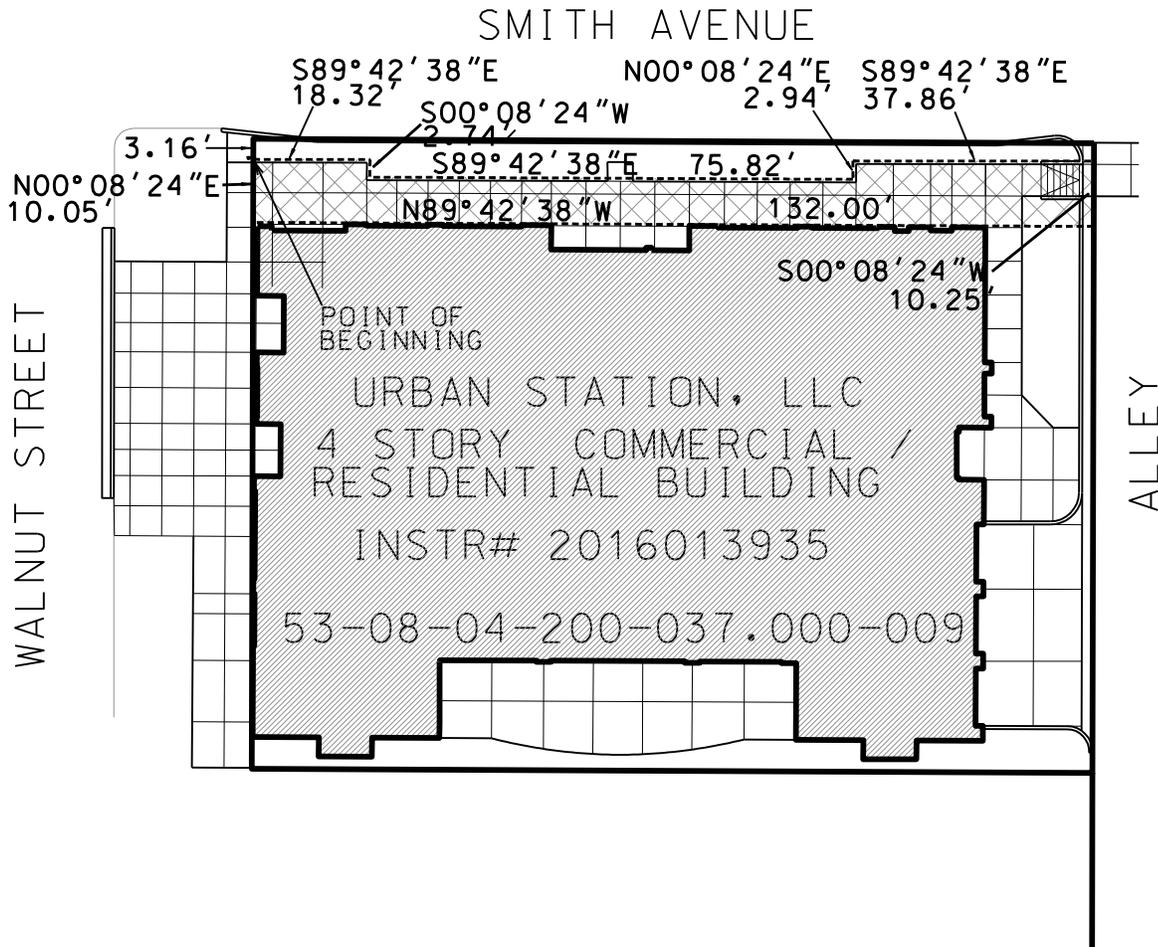
Printed Name

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jacquelyn F. Moore
This instrument prepared by: Jacquelyn F. Moore, Attorney at Law, Bloomington, IN.

URBAN STATION -PEDESTRIAN EASEMENT EXHIBIT A

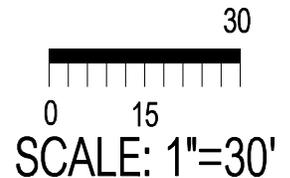
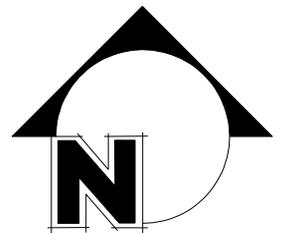


PEDESTRIAN EASEMENT AREA



LEGAL DESCRIPTION

Beginning at a point that lies 3.16 feet south of the intersection of the South right-of-way line of Smith Avenue and the East right-of-way line of Walnut Street; thence South 89 degrees 42 minutes 38 seconds East 18.32 feet; thence South 00 degrees 08 minutes 24 seconds West 2.74 feet; thence S89 degrees 42 minutes 38 seconds East 75.82 feet; thence North 00 degrees 08 minutes 24 seconds East 2.94 feet; thence South 89 degrees 42 minutes 38 seconds East 37.86 feet to the East right-of-way line of a North South alley between Walnut Street and Washington Street; thence South 00 degrees 08 minutes 24 seconds West 10.25 feet along said West right-of-way line; thence leaving said right-of-way line North 89 degrees 42 minutes 38 seconds West 132.00 feet to the East right-of-way line of Walnut Street; thence North 00 degree 08 minutes 24 seconds East 10.05 feet along said East right-of-way line to the Point of Beginning, containing 1.126 square feet more or less.



Smith Brehob & Associates, Inc.



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

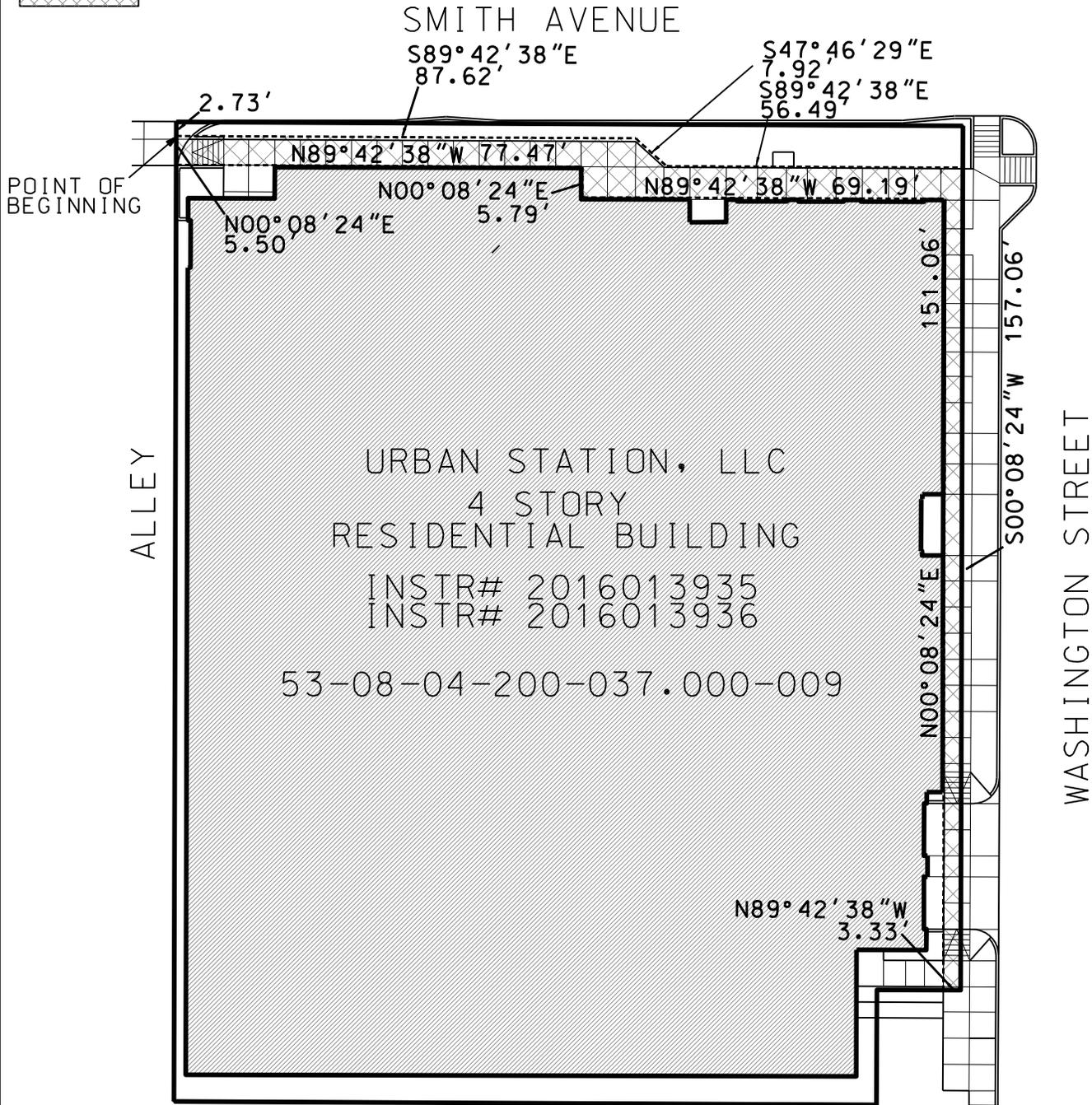
This exhibit was prepared based on documents obtained from the Office of the Recorder of Monroe County, and other sources and is not intended to be represented as a retracement or original boundary survey, a route survey or a survey location report.

Prepared: 03-12-18 By: SAB

URBAN STATION -PEDESTRIAN EASEMENT EXHIBIT B

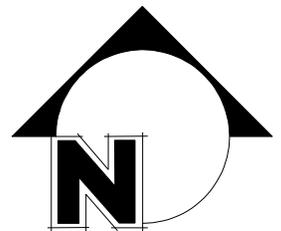


PEDESTRIAN EASEMENT AREA



LEGAL DESCRIPTION

Beginning at a point that lies 2.73 feet south of the intersection of the South right-of-way line of Smith Avenue and the East right-of-way line of a North South alley between Washington Street and Walnut Street; thence South 89 degrees 42 minutes 38 seconds East 87.62 feet; thence South 47 degrees 46 minutes 29 seconds East 7.92 feet; thence South 89 degrees 42 minutes 38 seconds East 56.49 feet to the West right-of-way line of Washington Street; thence South 00 degrees 08 minutes 24 seconds West 157.06 feet along said West right-of-way line; thence North 89 degrees 42 minutes 38 seconds West 3.33 feet along said West right-of-way line; thence leaving said right-of-way line North 00 degrees 08 minutes 24 seconds East 151.06 feet; thence North 89 degrees 42 minutes 38 seconds West 69.19 feet; thence North 00 degrees 08 minutes 24 seconds East 5.79 feet, thence North 89 degrees 42 minutes 38 seconds West 77.47 feet to the East right-of-way line of said North South alley; thence North 00 degrees 08 minutes 24 seconds East 5.50 feet along said East right-of-way line to the Point of Beginning, containing 1,433 square feet more or less.



30

0 15
SCALE: 1"=30'

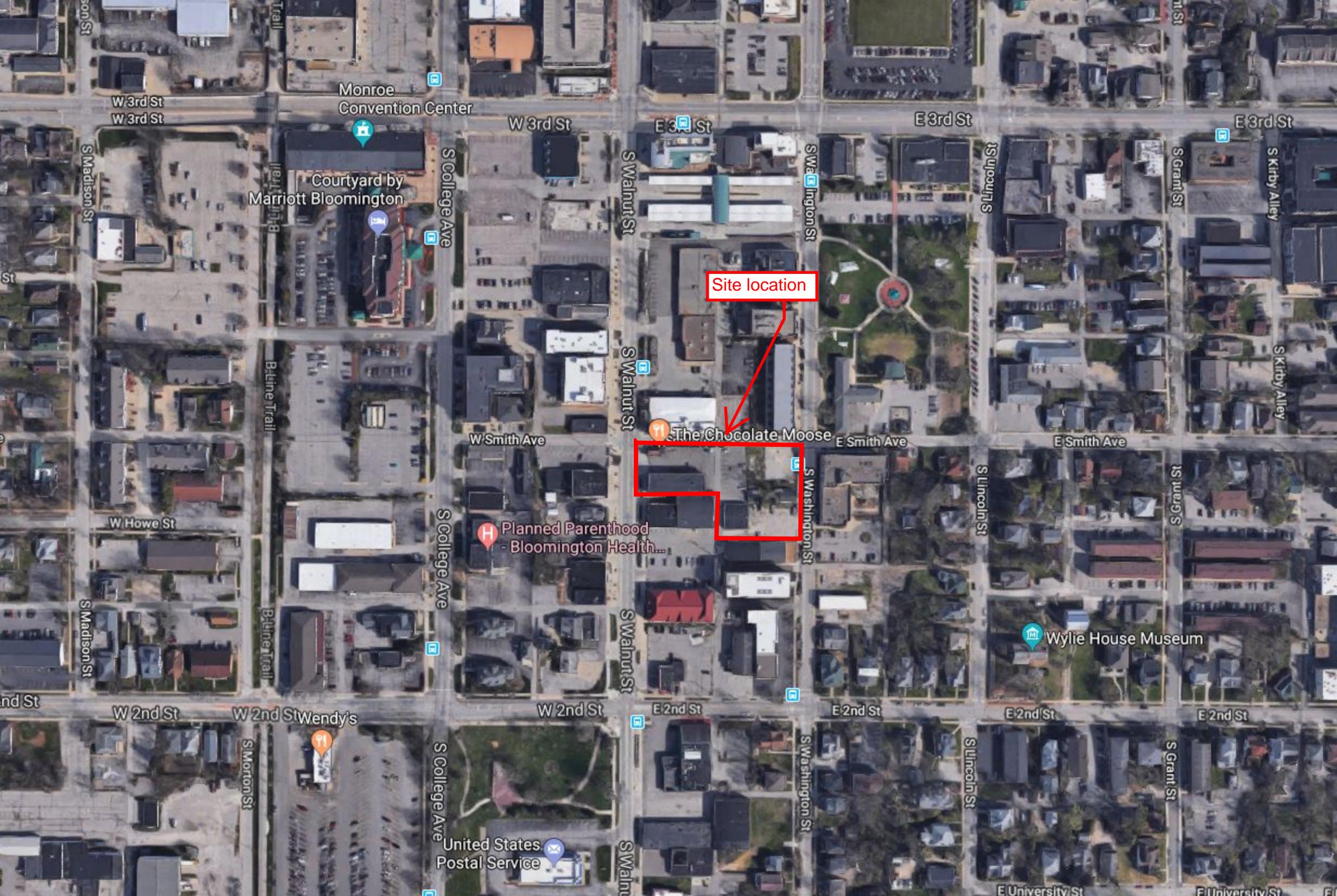
Smith Brehob & Associates, Inc.



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

This exhibit was prepared based on documents obtained from the Office of the Recorder of Monroe County, and other sources and is not intended to be represented as a retracement or original boundary survey, a route survey or a survey location report.

Prepared: 03-12-18 By: SAB



Site location



Monroe
Convention Center

Courtyard by
Marriott Bloomington

The Chocolate Moose

Planned Parenthood
- Bloomington Health...

Wendy's

United States
Postal Service

Wylie House Museum



Board of Public Works Staff Report

Project/Event: Request to install permanent encroachments in the right of way at 405 South Walnut Street
Petitioner/Representative: Urban Station, LLC
Staff Representative: Liz Carter
Date: March 20, 2018

Report: A two-building multi-family development was built at 405 S. Walnut Street and 404 S. Washington Street. City code requires street lights, street trees, and bicycle racks to be installed which will be in the public right of way. The development has four street lights, six street trees, and nine bike racks installed in the sidewalk area along Washington Street and Walnut Street. The building on Walnut Street also features three canopies which encroach 3' into the right of way. Two of the canopies are 8' above the walkway, and the third canopy is 9' 6" above the walkway. The canopies do not impact pedestrian traffic.

Recommendation and Supporting Justification: The bike racks, street lights, and street trees are all requirements of the city code and could be given staff-level approval. Street trees are required to be installed and become city property. However, the canopies require approval by the BPW, so all encroachments are included in the request and in the documentation. The encroachment agreement would have to be signed by the owner as well as the Board. The encroachments are typical of the downtown area. It was a condition of approval placed by the Plan Commission that any private encroachments into the right of way, such as the canopies, receive Board of Public Works' approval.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-21**

Encroachments at 405 S. Walnut St.

WHEREAS, Urban Station, LLC (“Owner”), owns the real property located at 405 S. Walnut Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2016013936 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: six (6) street trees, four (4) street lights, three (3) canopies, and nine (9) bike racks as depicted in Exhibit “A”. The canopies are depicted in Exhibit “B”. Canopy 1 will be no less than eight feet (8’) above the walkway and will extend into the public right of way three feet (3’). Canopy 2 will be no less than eight feet (8’) above the walkway and will extend into the public right of way three feet (3’). Canopy 3 will be no less than nine feet (9’) above the walkway and will extend into the public right of way three feet (3’).

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

1. Owner shall be allowed to install the following encroachments in the right of way: six (6) street trees; four (4) street lights; three (3) canopies; and nine (9) bike racks adjacent to its property located at 405 S. Walnut St.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A and B of this Resolution. Exhibits A and B are attached hereto and incorporated herein.

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in

death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Urban Station, LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Urban Station, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. Steven Hoffman, as member of Urban Station, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2018.

Board of Public Works

Urban Station, LLC

Kyla Cox Deckard, President

Steven Hoffman, Member

Kelly M. Boatman

Date

Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Steven Hoffman, member of Urban Station, LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Dana Palazzo and Kelly M. Boatman, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

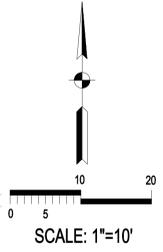
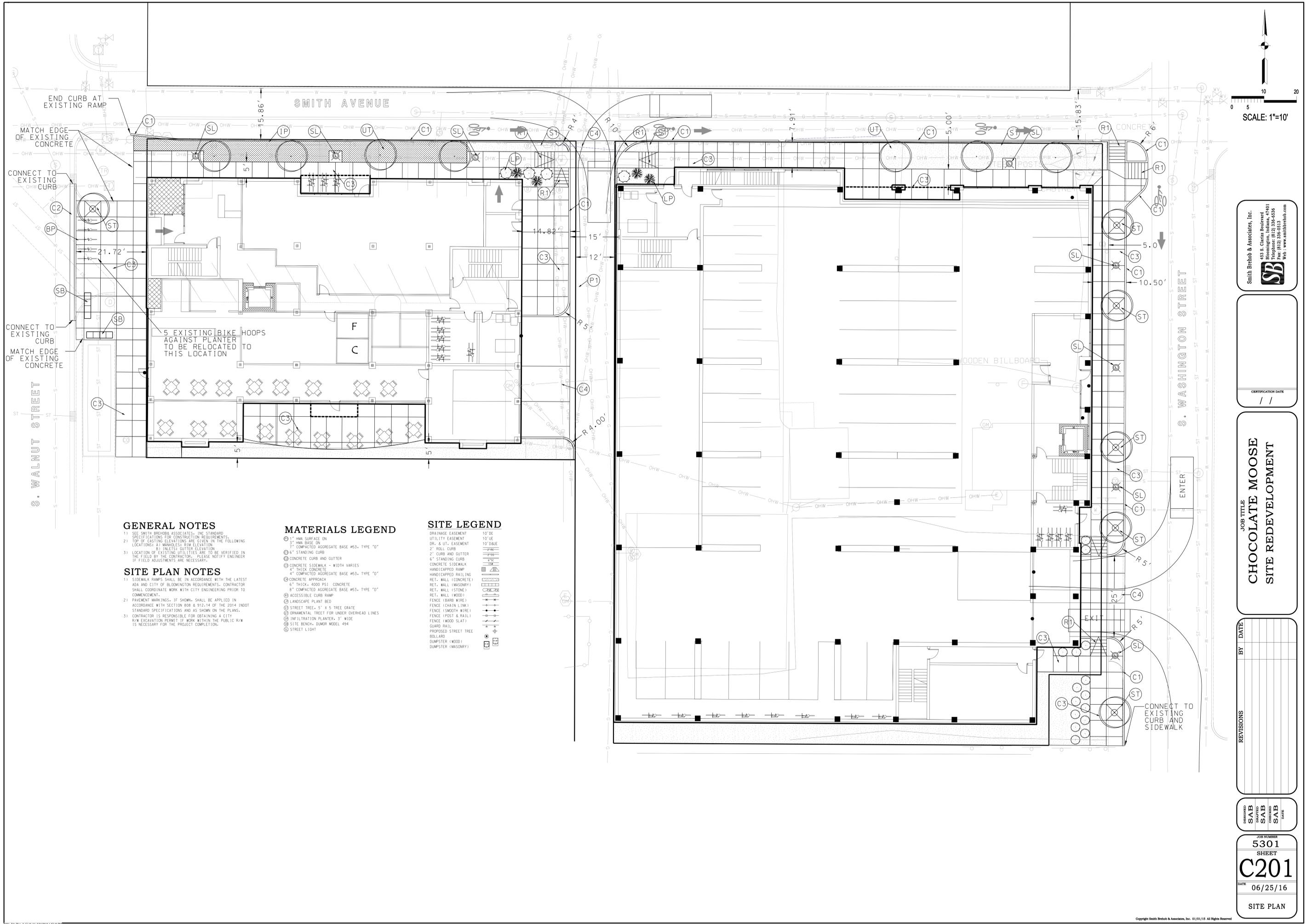
My Commission expires: _____

County of Residence: _____

Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.



GENERAL NOTES

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

SITE PLAN NOTES

- 1) SIDEWALK RAMP SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 2) PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- 3) CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.

MATERIALS LEGEND

- ① 1" HMA SURFACE ON 3" HMA BASE ON 7" COMPACTED AGGREGATE BASE #53, TYPE "0"
- ② 6" STANDING CURB
- ③ CONCRETE CURB AND GUTTER
- ④ CONCRETE SIDEWALK - WIDTH VARIES
- ⑤ 4" THICK CONCRETE
- ⑥ COMPACTED AGGREGATE BASE #53, TYPE "0"
- ⑦ CONCRETE APPROACH
- ⑧ 6" THICK, 4000 PSI CONCRETE
- ⑨ 8" COMPACTED AGGREGATE BASE #53, TYPE "0"
- ⑩ ACCESSIBLE CURB RAMP
- ⑪ LANDSCAPE PLANT BED
- ⑫ STREET TREE, 5' X 5' TREE GRATE
- ⑬ ORNAMENTAL TREE FOR UNDER OVERHEAD LINES
- ⑭ INFILTRATION PLANTER, 3' WIDE
- ⑮ SITE BENCH, TUMOR MODEL 494
- ⑯ STREET LIGHT

SITE LEGEND

- DRAINAGE EASEMENT 10' DE
- UTILITY EASEMENT 10' DE
- DR. & UT. EASEMENT 10' DIA/C
- 2" ROLL CURB
- 2" CURB AND GUTTER
- 6" STANDING CURB
- CONCRETE SIDEWALK
- HANDICAPPED RAMP
- REI. WALL (CONCRETE)
- REI. WALL (MASONRY)
- REI. WALL (STONE)
- REI. WALL (WOOD)
- FENCE (BARB WIRE)
- FENCE (CHAIN LINK)
- FENCE (SMOOTH WIRE)
- FENCE (POST & RAIL)
- FENCE (WOOD SLAT)
- GUARD RAIL
- PROPOSED STREET TREE
- BOLLARD
- DUMPSTER (WOOD)
- DUMPSTER (MASONRY)

Smith Brehob & Associates, Inc.
 453 S. Charter Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6586
 Fax: (812) 336-0312
 Web: www.smithbrehob.com

CERTIFICATION DATE
 / /

JOB TITLE
CHOCOLATE MOOSE
 SITE REDEVELOPMENT

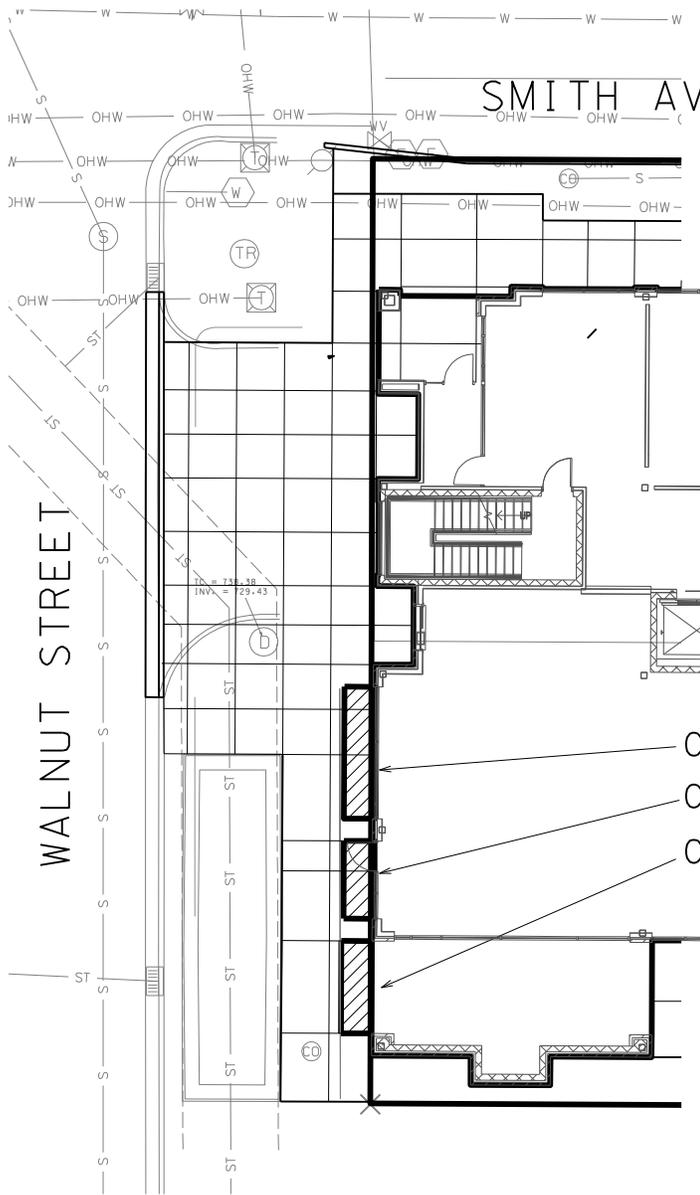
REVISIONS	BY	DATE

DESIGNED: SAB
 DRAWN: SAB
 CHECKED: SAB
 DATE

JOB NUMBER
5301
 SHEET
C201
 DATE
 06/25/16
 SITE PLAN

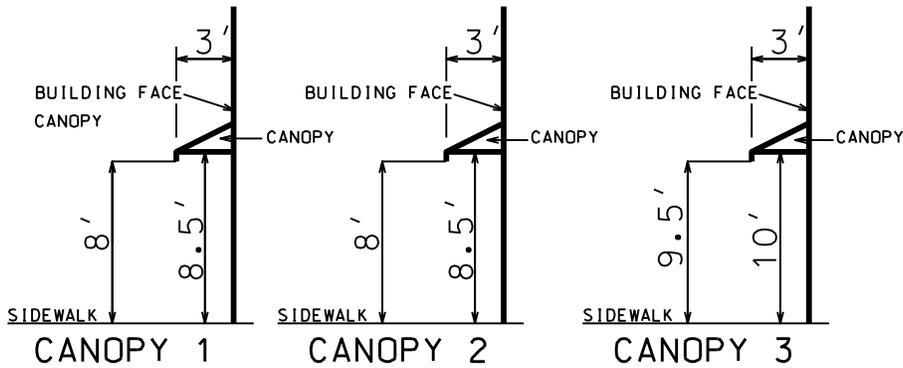
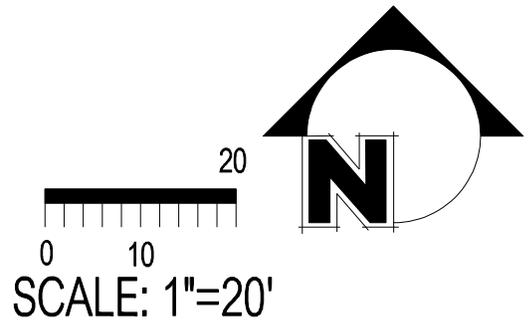
Exhibit B

URBAN STATION - WALNUT STRET FRONTAGE CANOPY ENCROACHMENT



URBAN STATION, LLC
 4 STORY COMMERCIAL /
 RESIDENTIAL BUILDING
 INSTR# 2016013935
 53-08-04-200-037.000-009

- CANOPY LOCATION 1 (13.8' LONG)
- CANOPY LOCATION 2 (8.14' LONG)
- CANOPY LOCATION 3 (9.6' LONG)



Smith Brehob & Associates, Inc.



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

Prepared: 03-14-18 By: SAB



Board of Public Works Staff Report

Project/Event: 4th Street Garage Stairwell Repairs
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 03.20.18

Report:

Forty-two stairwell stair pans and concrete stairs are in need of repair. Additional metal work on the stairs, stair hand rails, and supporting railings.

We contacted five General/Masonry Contractors via email on March 5th, 2018 for a request for quotes:

Company	Date of Walkthrough	Bid Amount
ANN-KRISS, LLC	3.8.18	\$ 24,482.36
Strauser Construction	No Response	
Fox Construction	No Response	
Umpress Masonry	Notified: Unable to work due to other projects	
Groomer Construction	No Response	

We recommend using ANN-KRISS, LLC for repairs.

Total cost to repair = \$24,482.36

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

Repair of Stairwell Steps in the 4th Street Parking Garage

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and ANN-KRISS, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. **TERM**

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

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement within fourteen (14) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty-four thousand, four hundred eighty-two dollars and thirty-six (\$24,482.36). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or

enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All 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.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington, Public Works Dept.	ANN-KRISS, LLC
Attn: Ryan Daily	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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 five (5) 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 five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

ANN-KISS, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

“SCOPE OF WORK”

Repair of Stairwell Steps at the 4th Street Parking Garage

This project shall include, but is not limited to, the following SCOPE OF WORK. ANN-KRISS, LLC shall provide all necessary labor and material to complete the following:

Project Details

- Removal of all concrete
- Removal of all deteriorated metal and replacement of metal pans
- Contractor shall use Agril 60 concrete bonding additive or equivalent
- Concrete shall be 5,000lb strength concrete
- All replacement parts must be designed to support a live load of 500 kg/m² (100 pounds per square foot).
- Contactor shall seal concrete with concrete sealant
- Contractor shall prime metal
- Contractor shall paint metal with matching coat

A. Fasteners:

1. Conceal bolts and screws wherever possible.
2. Use countersunk heads on exposed bolts and screws with ends of bolts and screws dressed flush after nuts are set.

B. Welding:

1. Structural steel, AWS D1.1 and sheet steel, AWS D1.3.
2. Where possible, locate welds on unexposed side.
3. Grind exposed welds smooth and true to contour of welded member.
4. Remove welding splatter.

C. Remove sharp edges and burrs.

PAINTING

- A. When installation is complete, clean field welds and surrounding areas to bright metal, and coat with primer paint.
- B. Touch-up abraded areas with primer paint.
- C. Prime (1 coat) and paint (2 finish coats) all metal surfaces using a semi-gloss paint.
- D. Power wash all masonry surfaces, (stair treads, walls and barriers)

All stairs in need of replacement have been marked with grey spray paint.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

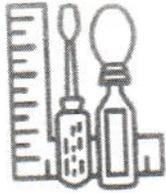
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

WORK PERFORMED AT:

4th St. garage

TO: City of Bloomington
401 N. Morton St.
Bloomington, IN

DATE

3/8/18

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Estimate

① Repair approx 42 steps
in North & South Stair towers

② Clean, paint as described

Base - bid = total \$ 21,341.70

additional Repairs (Est) = total \$ 3,140.40

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year



Board of Public Works Staff Report

Project/Event: Walnut Street Garage Landing Repair
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 03.20.18

Report:

The stairwell landings at the Walnut Street Garage, 2nd and 3rd Floor are in need of repair. The supporting metal stair pans have corroded and the concrete is beginning to shift and buckle. This is part of an overall plan to repair and upgrade the stairwell on the southeast tower.

We contacted five General/Masonry Contractors via email on March 5th, 2018 for a request for quotes:

Company	Date of Walkthrough	Bid Amount
ANN-KRISS, LLC	3.8.18	\$ 14,181.40
Strauser Constrction	No Response	
Fox Construction	No Response	
Umpress Masonry	Replied: Unavailable due to other projects	
Groomer Construction	No Response	

We recommend using ANN-KRISS, LLC for repairs.

Total cost to repair = \$14,181.40

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

Repair of the Walnut Street Garage Stairwell Landings (2nd & 3rd Floor)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and ANN-KRISS, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. **TERM**

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

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement within fourteen (14) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Fourteen thousand, one hundred eighty-one dollars and forty cents (\$14,181.40). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or

enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All 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.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:	TO CONTRACTOR:
City of Bloomington, Public Works Dept.	ANN-KRISS, LLC
Attn: Ryan Daily	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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 five (5) 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 five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be

utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

ANN-KRISS, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

“SCOPE OF WORK”

Repair of the Walnut Street Garage 2nd and 3rd Floor Stairwell Landings

This project shall include, but is not limited to, the following SCOPE OF WORK. ANN-KRISS, LLC shall provide all necessary labor and material to complete the following:

Project Details

- Contractor shall repair the 2nd and 3rd Floor Landing. This includes:
 - Removal of all concrete
 - Removal of all deteriorated metal and replacement of metal pans
 - Contractor shall use Agril 60 concrete bonding additive, or equivalent
 - Concrete shall be 5,000lb strength concrete
 - All replacement parts must be designed to support a live load of 500 kg/m² (100 pounds per square foot).
- Contractor shall seal concrete with concrete sealant
- Contractor shall prime metal
- Contractor shall paint metal with matching coat

A. Fasteners:

1. Conceal bolts and screws wherever possible.
2. Use countersunk heads on exposed bolts and screws with ends of bolts and screws dressed flush after nuts are set.

B. Welding:

1. Structural steel, AWS D1.1 and sheet steel, AWS D1.3.
2. Where possible, locate welds on unexposed side.
3. Grind exposed welds smooth and true to contour of welded member.
4. Remove welding splatter.

C. Remove sharp edges and burrs.

PAINTING

- A. When installation is complete, clean field welds and surrounding areas to bright metal, and coat with primer paint.
- B. Touch-up abraded areas with primer paint.
- C. Prime (1 coat) and paint (2 finish coats) all metal surfaces using a semi-gloss paint.
- D. Power wash all masonry surfaces, (stair treads, walls and barriers)

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

WORK PERFORMED AT:
Walnut St. Garage

TO: City of Bloomington
401 N. Morton St.
Bloomington IN

DATE: 3/8/18

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Estimate

- ① Remove existing concrete + metal pans on two landings
- ② Install new concrete, seal.
- ③ Clear area, powerwash, + paint as described.

Base bid = total \$ 12,381.40

Misc. Repairs (Est.) total \$ 1,800.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year







Board of Public Works Staff Report

Project/Event: Restoration of Water Damage in City Hall

Petitioner/Representative: Public Works Department, Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: March 20, 2018

This project is to restore areas that were damaged by the recent roof leaks in City Hall. The areas for restoration are the office of the Director of Human Resources, the office of the Assistant Director of Human Resources, and the McCloskey Conference Room.

Repairs to the offices will include drywall repairs, painting of the entire office, repairs to the floor, replacement of the subfloor, and replacement of carpeting. Repairs to the McCloskey Conference Room will include removal of existing wall coverings and painting of the entire room.

Initial clean-up, water removal, and drying of walls and floors has already been performed. We feel the damage was caused by the negligence of the contractor and the City will seek damages from them to cover our costs of clean-up and repair.

Quotes were requested from Ann-Kriss, LLC, General Interiors, and Bloomington Professional Carpet Cleaners. Bloomington Professional Carpet Cleaners declined to submit a bid to to scheduling conflicts.

Company	Amount
Ann-Kriss, LLC	\$ 8,533.60
General Interiors	\$ 16,425.00
Bloomington Professional Carpet Cleaners	No Bid

Staff recommends awarding contract to Ann-Kriss, LLC. They were they the low bidder. They also have completed several projects for the Public Works Department. They have always completed projects in a professional, competent, and timely manner.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS, LLC

FOR

RESTORATION OF WATER DAMAGE IN CITY HALL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and ANN-KRISS LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within Twenty-one (21) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eight Thousand, Five Hundred Thirty-Three Dollars and Sixty Cents (\$ 8,533.60). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of

the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All 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.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

5.11 Amendments/Changes

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

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

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar

days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	ANN-KRISS LLC
Attn: J. D. Boruff	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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 five (5) 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 five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used.

Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor 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. Contractor shall swear under oath, via signed affidavit, attached as Attachment C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

ANN-KRISS, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT A

"SCOPE OF WORK"

RESTORATION OF WATER DAMAGE IN CITY HALL

This project shall include, but is not limited to, the following SCOPE OF WORK. ANN-KRISS, LLC shall provide all necessary labor and materials to complete the following:

Human Resources Department Offices

The following repairs shall be completed in office of the Director OF Human Resources and the office of the Assistant Director of Human Resources:

1. Move furniture from office to location designated by City staff.
2. Repair or replace water damaged drywall.
3. Paint entire office.
4. Replace Carpet (\$ 2,500.00 allowance for both offices).
5. Move furniture back into office.
6. Clean Area.

The following repairs shall be completed in the office of the Director of Human Resources:

1. Replace underlayment

The following repairs shall be completed in the McCloskey Conference Room:

1. Remove wallcoverings and trim.
2. Prep walls for painting.
3. Paint all walls.
4. Replace trim.
5. Clean area

The following repairs are not included in price:

1. Repairs to sub-floor in either office.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

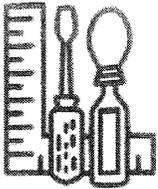
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

WORK PERFORMED AT:
City Hall
(water damage)
AHN: J.D. Bennett

TO: City of Bloomington
401 N. Morton
Bloomington, IN.

DATE: 3/3/18 YOUR WORK ORDER NO. OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Estimate

Upstairs

- 1.) Move furniture (both offices)
- 2.) Remove damaged drywall (one office)
- 3.) Install new drywall
- 4.) finish new drywall, damage drywall
- 5.) Install new ply underlayment (one office)
- 6.) Repaint all of both offices
- 7.) Install new carpet, base (both offices) (Allow. \$2,500.00)
- 8.) Move furniture back into offices
- 9.) Clean area

Downstairs - Conference Room

- 1.) Remove wall coverings
- 2.) Prep walls
- 3.) Repaint walls
- 4.) Clean area, also trim

- * Does Not include repairs to sub-floor
- * Does Not include repairs to anything other than walls downstairs
- * Any additional billed at \$45.00 per hr., plus costs

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$ 8,533.00

Dollars (\$ 8,533.00)

This is a Partial Full invoice due and payable by: _____

in accordance with our Agreement Proposal No. _____ Dated _____



Board of Public Works Staff Report

Project/Event: Animal Care and Control Change Order #3

Petitioner/Representative: Public Works Department, Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: March 20, 2018

This change order covers several items necessary for completion of the new facility. They are as follows:

Rock Excavation at Water Pit – rock was unexpectedly hit when trying to install the new water meter pit. Cost is \$ 2,070.00

Additional Landscaping required by the City of Bloomington – Additional landscaping beyond what was initially proposed was be required by COB Planning. Cost is \$ 4,155.90

Add heat to the Sally Port – It was determined by COB staff that heating the sally port would be of benefit. This would protect water lines in the sally port. This would also make the area more “user friendly” in the winter months

Replace faucet heads – The initial plan was to re-use existing plumbing fixtures on the new was sinks being installed. After inspection by the contractor, it was determined that the fixtures were not in good condition and should not be re-used. Cost is \$ 1,632.61

Extend Sprinkler into Lobby – This was to correct a flaw in the original design of the sprinkler system. The changes were necessary to bring system into code compliance. Cost is \$ 5,208.75

Staff recommends approval of the change order. All items listed are considered necessary for the completion of the project.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff
Operations and Facilities Director

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

CHANGE ORDER NUMBER: 003 FINAL

DATE: February 23, 2018

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):

Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

ARCHITECT'S PROJECT NUMBER: 2015-14

CONTRACT DATE: March 7, 2017

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- | | |
|--|-------------|
| 1. Rock Excavation at Water Pit. Add 1 day (CR #8) | \$ 2,070.00 |
| 2. Additional Landscape requested by COB. Add 3 days (PR-1 / CR#9) | \$ 4,155.90 |
| 3 Add Heat to the Sallyport. Add 5 days (CR#10) | \$ 4,962.20 |
| 4. Replace scheduled Faucets with requested faucets (CR#11) | \$ 1,632.61 |
| 5. Extend Sprinkler Piping into Lobby per variance. Add 3 days (CR#12) | \$ 5,208.75 |

Total for all items this Change Order \$ 18,029.46

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

	\$ 1,940,011.00
	\$ 55,433.62
	\$ 1,995,444.62
	\$ 18,029.46
	\$ 2,013,474.08

The Contract Time will be increased by twelve work days (12 work) days.

The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to March 15, 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)

February 23, 2018

DATE

DATE

CHANGE REQUEST / ESTIMATE # 8

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: 12/14/2017

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					
Rock removal / Backhoe with driver	9.5 Hrs			522.50	807.50
Haul Debris / Dump Truck w/ Driver	3.5 Hrs			122.50	227.50
Project Manager	2 hrs @	65.00		130.00	130.00
Administrative	1 hrs @	35.00		35.00	35.00
				810.00	1035.00
Equipment - Mark-up 10%					103.50
Labor - Mark-up 15%					121.50
				Total	2,070.00

Add - 1 day to contract

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 12/14/2017

Accepted by:

Date of Acceptance:

JOB NAME Animal Shelter
 JOB NO. 17-06
 START TIME 7:00 FINISH TIME 5:00

DAILY JOB REPORT

DAY OF WEEK Thur
 DATE 10-19-17 WEATHER clear
 TEMPERATURE 55 AM 75 PM

SUPERVISOR _____

EMPLOYEES	NAME	EMPLOYEE #	PHASE	ACTIVITY	HOURS	DESCRIPTION
	David Neidigh	8312	010	040	1	Supervision
			020	043	4	water supply excavation
		6?	extra		5 1/2	rock excavation for water sup
	Andy Clark	0178	020	043	9 1/2	Install 6", 4" and 3" water supply main pipes
	Joe Baker	1476	020	043	8	Install 6", 4" & 3" water supply main pipes
	Jeff Helms	8636	050	000	8	Put up metal ceilings
	Bob Hamilton	3438	050	000	8	put up metal ceilings
	Steve Maze	6239	050	000	8	put up metal ceilings
	Brent Jost	3521				day off
Nick Brooks	4271	020	043	3 1/2	haul off rocks from	
		extra			rock excavation	

MATERIAL	QTY.	MATERIAL RECEIVED	COMPUTER USE ONLY

EQUIPMENT	ON PROJECT	HRS.	RENTED	RATE	HRS.
	580 Case backhoe	4	McAllister Cat rental		
	287 Cat truck loader	2	Backhoe with hoe ram		5 1/2

SUBCONT.	NAME	WORK PERFORMED
	Gaylor electric 1 man 8hrs	electrical rough in
	Air master 2 men 8hrs	HVAC duct rough in
	Sim plumbing 1 man 8hrs	Insulate pipe
RWS 2 men 8hrs	Insulate walls & ceilings	

CHANGES	CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS

ADDITIONAL COMMENTS:

JOB NAME Animal Shelter
 JOB NO. 17-06
 START TIME 7:00 FINISH TIME 4:30

DAILY JOB REPORT

DAY OF WEEK Wed
 DATE 10-18-17 WEATHER clear
 TEMPERATURE 55 AM 75 PM

SUPERVISOR _____

EMPLOYEES	NAME	EMPLOYEE #	PHASE	ACTIVITY	HOURS	DESCRIPTION
	David Neidigh	8312	010	040	1	Supervision
			020	043	5	water supply excavation
		010 308	extra		4	rock excavation
	Andy Clark	0178	020	043	6 1/2	water supply excavation
			extra		2	rock excavation
	Jeff Helms	8636	050	000	8 1/2	Install metal ceilings
	Bob Hamilton	3438	050	000	8 1/2	Install metal ceilings
	Joe Baker	1476	050	000	8 1/2	Install metal ceilings
	Steve Maze	6239	050	000	8	Install metal ceilings
Brent Jost					day off	
Logan	tradesman			5 1/2	clean job site	
	8:00 to 1:30					
Nick Brooks		020	043	8	water supply excavation + haul stone to Jobsite	

MATERIAL	QTY.	MATERIAL RECEIVED	COMPUTER USE ONLY
	9	tons # 7 stone	
	9	tons # 11 stone	
		Dry wall truck load metal ceiling material	

EQUIPMENT	ON PROJECT	HRS.	RENTED	RATE	HRS.
	580 case backhoe	7	McAllister Cat rental		3
	287 Cat loader	1	Backhoe w/hoe ram rock excavation		

SUBCONT.	NAME	WORK PERFORMED
	Gaylor electric 1 man 8hrs	electrical rough in
	Air master 2 men 8hrs	HVAC duct rough in
	Sim Plumbing 1 man 8hrs	Insulate Pipe
	RWS 4 men 8hrs	Insulate ceilings + walls

CHANGES	CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS

ADDITIONAL COMMENTS

CHANGE REQUEST / ESTIMATE #9

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: 10/31/2017

PR01 dated October 12, 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
Revise price for landscaping due to City of Bloomington Planning Department review as shown on differences between the two Landscape Plans.				
Additional plants and trees			3958.00	3,958.00
Subcontractor Mark-up 5%				197.90
			Total	4,155.90

Add - 3 days to contract

Response By: Kent Kimmel
Larry Neidigh

Date of Response: 10/31/2017

Accepted by:

Date of Acceptance:

DRAFT AIA Document G709™ - 2001

Work Changes Proposal Request

PROJECT (Name and address):
COB Animal Care & Control Shelter
South Walnut
Bloomington, IN 47404

OWNER (Name and address):
City of Bloomington - Board of
Public Works
401 N. Morton Street
Bloomington, IN 47404

FROM ARCHITECT (Name and
address):
Kirkwood Design Studio, pc
113 East 6th Street
Bloomington, IN 47408

TO CONTRACTOR (Name and
address):
Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

PROPOSAL REQUEST NUMBER: 001
DATE OF ISSUANCE: October 12, 2017

CONTRACT FOR: General Construction
CONTRACT DATE: March 7, 2017

ARCHITECT'S PROJECT NUMBER:
2015-14

OWNER:	<input checked="" type="checkbox"/>
ARCHITECT:	<input checked="" type="checkbox"/>
CONSULTANT:	<input type="checkbox"/>
CONTRACTOR:	<input checked="" type="checkbox"/>
FIELD:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

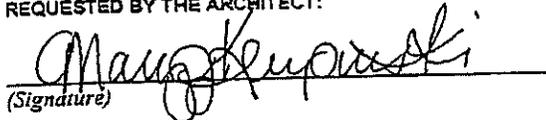
DESCRIPTION (Insert a written description of the Work):

1. Revise price for landscaping due to City of Bloomington Planning Department review as shown on differences between the two Landscape Plans, attached.

ATTACHMENTS (List attached documents that support description):

Bynum Fanyo Original Landscape Drawing dated 1/10/17 and the revised Landscape Drawing with Revisions and dated 3/23/17.

REQUESTED BY THE ARCHITECT:


(Signature)

Mary J. Krupinski, Architect
(Printed name and title)

kkimmel@neidighconst.com

From: rabell@bluemarble.net
Sent: Friday, October 13, 2017 4:38 PM
To: kkimmel@neidighconst.com
Subject: RE: FW: ACCS - Proposal Request No1

From what I see there is an additional (11) 2 in. cal. Dogwood trees, (20) 3 gallon Blue Rug Junipers, and (17) 3 gallon Blue Star Junipers added to the planting list. Including Trees, shrubs, planting materials, installation and mulch the cost increase would be \$3958.00 Thanks Rob Abell Nursery

> See if this works for you
>
> -----Original Message-----
> From: rabell@bluemarble.net [mailto:rabell@bluemarble.net]
> Sent: Friday, October 13, 2017 2:20 PM
> To: kkimmel@neidighconst.com
> Subject: Re: FW: ACCS - Proposal Request No1
>
> Can you send this as a pdf so I can open It Thanks Rob Abell Nursery
>
>
>> Can you put a price to these changes
>>
>>
>>
>> From: Debbie Waymire [mailto:dwaymire@neidighconst.com]
>> Sent: Friday, October 13, 2017 12:09 PM
>> To: Kent Kimmel <kkimmel@neidighconst.com>
>> Subject: Fw: ACCS - Proposal Request No1
>>
>>
>>
>>
>>
>>
>> From: Mary Krupinski
>>
>> Sent: Thursday, October 12, 2017 7:11 PM
>>
>> To: kkimmel@neidighconst.com <mailto:kkimmel@neidighconst.com> ;
>> 'Debbie Waymire'
>>
>> Cc: Virgil Sauder ; 'Jeff Fanyo'
>>
>> Subject: RE: ACCS - Proposal Request No1
>>

CHANGE REQUEST / ESTIMATE #10

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: 12/13/2017

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
Adding Sally Port Utility Heater					
Gas lines				600.00	600.00
Heater				3100.00	3,100.00
Electrical				774.00	774.00
Project Management	3 hrs @	65.00	195.00		195.00
Administrative	1 hrs @	35.00	35.00		35.00
			230.00	4474.00	4,704.00
Subcontractor Mark-up 5%					223.70
Labor - Mark-up 15%					34.50
				Total	4,962.20

Add -5 days to contract

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 12/13/2017

Accepted by:

Date of Acceptance:

SOUTHERN INDIANA MAINTENANCE, LLC
P.O. BOX 2207
Bloomington, IN 47402 US
812-279-0766
bradnicholson3@gmail.com

Estimate

NEIDIGH CONSTRUCTION
2220 W. VERNAL PIKE
BLOOMINGTON, IN 47404

1021 10/25/2017 11/25/2017

ANIMAL CARE CENTER	1	0.00	0.00
Service PRICE IS FOR ADDING GAS LINE TO DRYER	1	1,200.00	1,200.00
Service PRICE IS FOR ADDING GAS LINE TO SALLY PORT HEATER	1	600.00	600.00
TOTAL			\$1,800.00

Accepted By

Accepted Date

GAYLOR

31-Oct-17

Proposal: Adding 120V Circuit for Sally Port Heater

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

In accordance with the plans or preliminary information available
prior to our estimate, dated or on: 31-Oct-17

Included with our proposal is the attached electrical scope.

For a total of: **\$774.00**

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
OF _____, 20_____
FOR _____ BY _____
COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D

Columbus, IN 47201

12) 378-4145 fax (812) 378-4146

Page 2
31-Oct-17
7

SCOPE OF WORK FOR:

Providing and Installing Material

Alterations, Specifications, Remarks, Exceptions are as follows:

MATERIAL	\$123.66
SALES TAX	\$8.66
MATERIAL TOTAL	\$132.32
LABOR	\$571.00
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$703.32
Mark-up (10%)	\$70.33
SUB TOTAL	\$773.65
GRAND TOTAL	\$774



Heating & Air Conditioning

www.air-masterheatingandair.com
701 I Street
Bedford, IN 47421
(812) 279-0509

Change orders needed for animal care and control center

All changes listed will not be completed unless accepted

- 1.) Sally Port Unitary Heater (REZNOR brand)- \$3100.00
- 2.) Duct work return needed for rooms A126-129- \$3520.00
- 3.) Booster fan and associated work for dryer vent- \$2000.00

Work excluded:

- Gas line
- Electrical
- Drains

Any and all change orders will be completed asap as soon as it is issued. All change orders to be modified on Air-Master's original contract with Neidigh Construction.

For any questions or concerns please call Tyler Lewis at 812-279-0509

CHANGE REQUEST / ESTIMATE #11

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: 12/13/2017

PR #2 dated October 12, 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
#1 - Replace the previously scheduled faucets for the stainless steel sinks at the Tray Clean A104 and the Bowl Clean A105 with - Similar to T & S Model MPA-8WLN-06				
Faucets for Rooms 104 & A105			958.06	958.06
#2 - Replace the previously scheduled faucet for the Dog Wash station in Grooming A120 with the following Similar to T & S Model P3-8WOSN06PZLUA				
Faucets for A120			487.28	487.28
Project Management	1 hrs @	65.00	65.00	65.00
Administrative	1 hrs @	35.00	35.00	35.00
			100.00	1,545.34
Subcontractor Mark-up 5%				72.27
Labor - Mark-up 15%				15.00
			Total	1,632.61

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 12/13/2017

Accepted by:

Date of Acceptance:

DRAFT AIA Document G709™ - 2001

Work Changes Proposal Request

PROJECT (Name and address):
COB Animal Care & Control Shelter
South Walnut
Bloomington, IN 47404

PROPOSAL REQUEST NUMBER: 002

DATE OF ISSUANCE: October 12, 2017

OWNER (Name and address):
City of Bloomington - Board of
Public Works
401 N. Morton Street
Bloomington, IN 47404

CONTRACT FOR: General Construction

CONTRACT DATE: March 7, 2017

FROM ARCHITECT (Name and address):
Kirkwood Design Studio, pc
113 East 6th Street
Bloomington, IN 47408

ARCHITECT'S PROJECT NUMBER: 2015-14

TO CONTRACTOR (Name and address):
Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

1. Replace the previously scheduled faucets for the stainless steel sinks at the Tray Clean A 104 and the Bowl Clean A105 with the following: Similar to T&S Model MPZ-8WLN-06
2. Replace the previously scheduled faucet for the Dog Wash station in Grooming A120 with the following: Similar to T&S Model P3-8WOSN06PZLUA

ATTACHMENTS (List attached documents that support description):

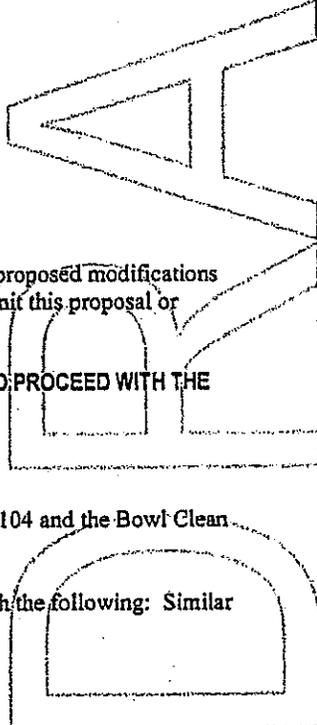
T&S Cut Sheets (2) for above noted faucets.

REQUESTED BY THE ARCHITECT:


(Signature)

Mary J. Krupinski, Architect
(Printed name and title)

OWNER:	<input checked="" type="checkbox"/>
ARCHITECT:	<input checked="" type="checkbox"/>
CONSULTANT:	<input type="checkbox"/>
CONTRACTOR:	<input checked="" type="checkbox"/>
FIELD:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>





T&S BRASS AND BRONZE WORKS, INC.

2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Model No.

MPZ-8WLN-06

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

This Space for Architect/Engineer Approval

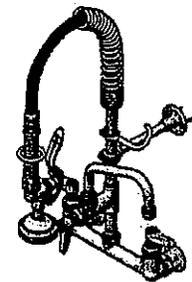
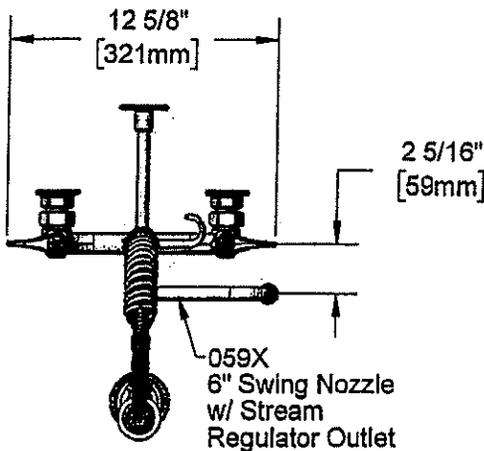
Job Name _____ Date _____

Model Specified _____ Quantity _____

Customer/Wholesaler _____

Contractor _____

Architect/Engineer _____



24" Flexible Stainless Steel Hose w/ Spring & Spray Valve

2 5/16" [59mm]

Items Not Shown for Clarity

3/8" NPT x 8" Riser

EasyInstall Lock Nut & Bushing

B-0107 1.42 GPM Spray Valve

Finger Hook

B-0109-01 6" Wall Bracket

22 1/8" [561mm]

3 11/16" [94mm]

8" [203mm]
Adjustable From 7 3/4" to 8 1/4" [197mm to 210mm]

Quarter-Turn Eterna Cartridges w/ Spring Checks & Lever Handles w/ Color Coded Indexes

5 1/16" [129mm]

EasyInstall Add-On Faucet w/ Quarter-Turn Eterna Cartridge & Lever Handle

7 3/8" [187mm]

Mounting Surface

Product Specifications:

Pre-Rinse Unit: EasyInstall 8" Wall Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles, Add-On Faucet w/ 6" Swing Nozzle, Compact Spring, 24" Flexible Stainless Steel Hose, 1.42 GPM Spray Valve, 6" Wall Bracket & 1/2" NPT Female Inlets

Product Compliance:

ASME A112.18.1 / CSA B125.1
NSF 61 - Section 9
NSF 372 (Low Lead Content)
EPA Act 2005 (PRSV)
For Commercial Use Only



T&S BRASS AND BRONZE WORKS, INC.

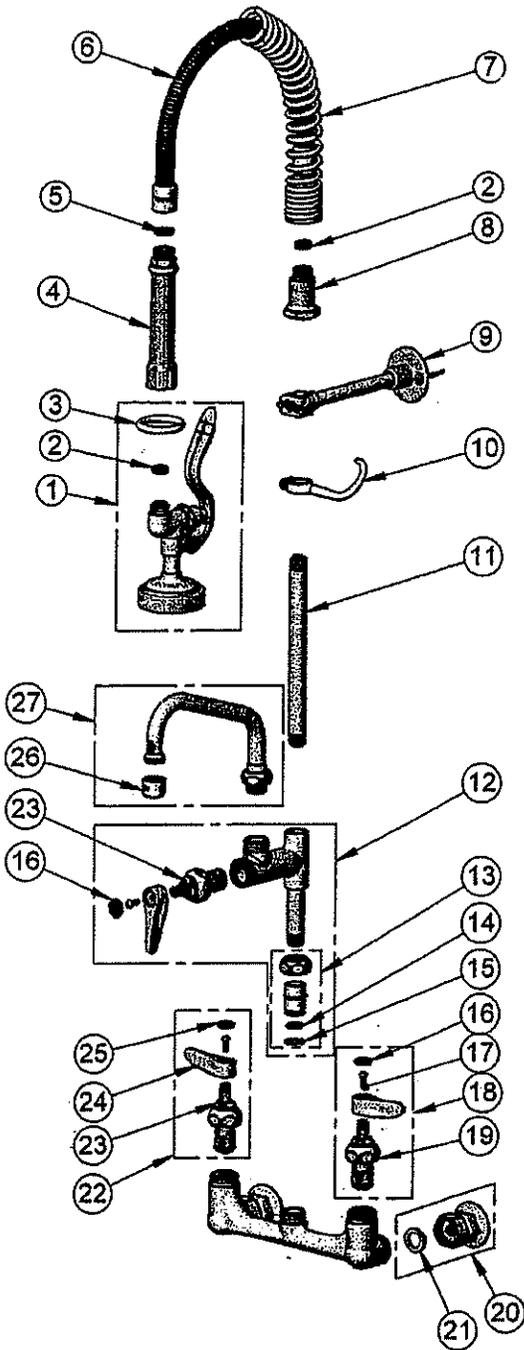
2 Saddleback Cove / P.O. Box 1088
Travelers Rest, SC 29690

Model No.

MPZ-8WLN-06

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com



ITEM NO.	SALES NO.	DESCRIPTION
1	B-0107	1.42 GPM Spray Valve
2	010476-45	#27 Washer
3	000907-45	Spray Valve Hold Down Ring
4	002987-40	Grip Handle
5	001014-45	Washer, B-0100 Hose Barrel
6	B-0024-H2A	24" Flexible Stainless Steel Hose, Less Handle
7	016795-45	Compact Spring
8	000821-40	Spring Body
9	B-0109-01	6" Wall Bracket
10	004R	Finger Hook
11	078X	3/8" NPT x 8" Riser
12	B-0155-LNEZ	EasyInstall Add-On Faucet w/ Quarter-Turn Eterna Cartridge & Lever Handle, Less Nozzle
13	EZ-K	EasyInstall Kit: Nut, Bushing, O-Ring & Lock Washer
14	001065-45	O-Ring
15	014200-45	Star Washer, Anti-Rotation
16	018506-19NS	Blue Button Index, Press-in
17	000925-45	Lab Handle Screw
18	002711-40NS	Quarter-Turn Eterna Cartridge, LTC w/ Spring Check, Handle, Index & Screw
19	012442-40NS	Quarter-Turn Eterna Cartridge, LTC w/ Spring Check
20	00AA	1/2" NPT Female Eccentric Flange
21	001019-45	Coupling Nut Washer
22	002712-40NS	Quarter-Turn Eterna Cartridge, RTC w/ Spring Check, Handle, Index & Screw
23	012443-40NS	Quarter-Turn Eterna Cartridge, RTC w/ Spring Check
24	001638-45NS	Lever Handle (New Style)
25	001193-19NS	Red Button Index, Press-in
26	B-PT	Full Flow Stream Regulator, 55/64-27
27	059X	6" Swing Nozzle w/ Stream Regulator Outlet

Product Specifications:

Pre-Rinse Unit: EasyInstall 8" Wall Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles, Add-On Faucet w/ 6" Swing Nozzle, Compact Spring, 24" Flexible Stainless Steel Hose, 1.42 GPM Spray Valve, 6" Wall Bracket & 1/2" NPT Female Inlets

Product Compliance:

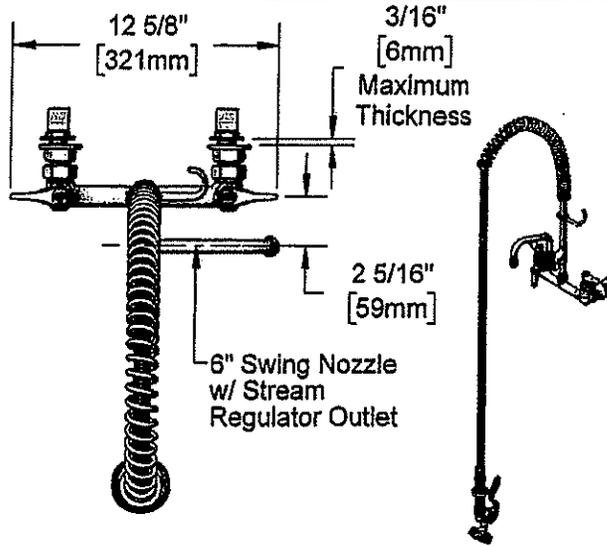
ASME A112.18.1 / CSA B125.1
NSF 61 - Section 9
NSF 372 (Low Lead Content)
EPA Act 2005 (PRSV)
For Commercial Use Only



T&S BRASS AND BRONZE WORKS, INC.
 2 Saddleback Cove / P.O. Box 1088
 Travelers Rest, SC 29690

Model No.
P3-8WOSN06PZLUA
 Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com



This Space for Architect/Engineer Approval

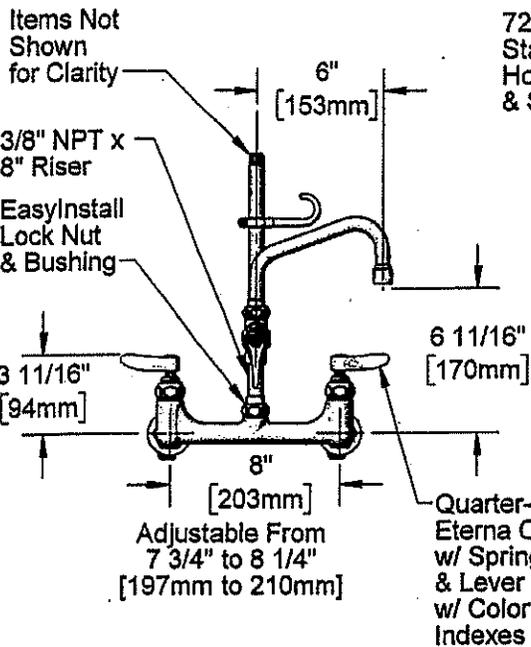
Job Name _____ Date _____

Model Specified _____ Quantity _____

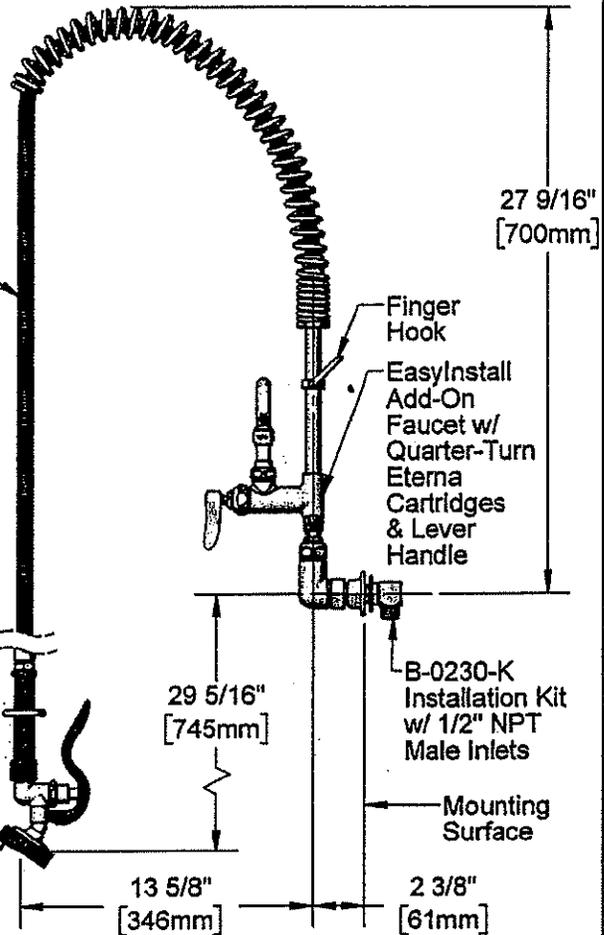
Customer/Wholesaler _____

Contractor _____

Architect/Engineer _____



72" Flexible Stainless Steel Hose w/ Spring & Spray Valve



Items Not Shown for Clarity

3/8" NPT x 8" Riser
 EasyInstall Lock Nut & Bushing

Finger Hook
 EasyInstall Add-On Faucet w/ Quarter-Turn Eterna Cartridges & Lever Handle

B-0230-K Installation Kit w/ 1/2" NPT Male Inlets

Quarter-Turn Eterna Cartridges w/ Spring Checks & Lever Handles w/ Color Coded Indexes

High Flow Angled Spray Valve

Mounting Surface

Product Specifications:
 Pre-Rinse Unit: EasyInstall 8" Wall-Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles, Add-On Faucet, 6" Swing Nozzle, 8" Riser, 72" Flexible Stainless Steel Hose, High Flow Angled Spray Valve (Blue) & Installation Kit w/ 1/2" NPT Male Inlets

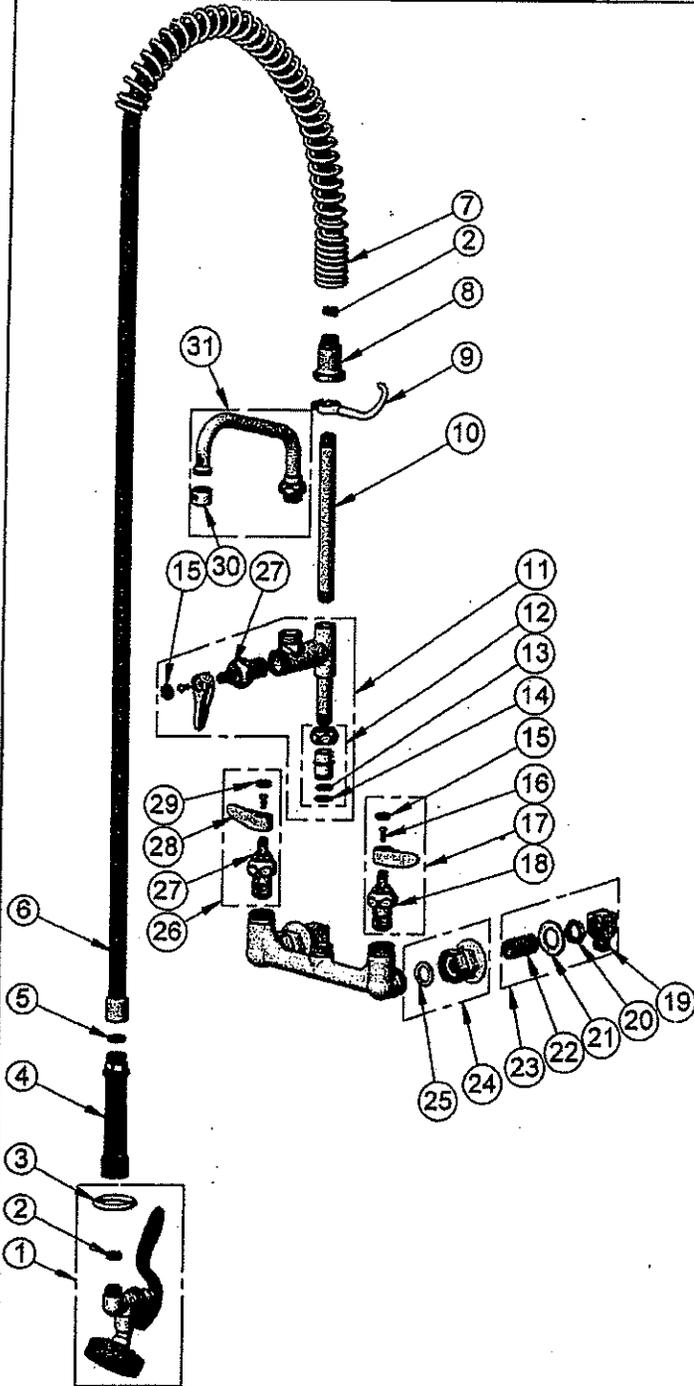
Product Compliance:
 ASME A112.18.1 / CSA B125.1
 NSF 61 Exempt (Non-Potable)
 NSF 372 (Low Lead Content)
 EPA Act 2005 Non-Compliant (PRSV)



T&S BRASS AND BRONZE WORKS, INC.
 2 Saddleback Cove / P.O. Box 1088
 Travelers Rest, SC 29690

Model No.
P3-8WOSN06PZLUA
 Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com



ITEM NO.	SALES NO.	DESCRIPTION
1	B-0107	1.42 GPM Spray Valve
2	010476-45	#27 Washer
3	000907-45	Spray Valve Hold Down Ring
4	011482-45	Blue Grip Handle
5	001014-45	Washer, B-0100 Hose Barrel
6	B-0072-H2A	72" Flexible Stainless Steel Hose, Less Handle
7	000888-45	EasyInstall Overhead Spring
8	000821-40	Spring Body
9	004R	Finger Hook
10	000364-40	Nipple, 3/8" NPT x 8"
11	B-0155-LNEZ	EasyInstall Add-On Faucet w/ Quarter Turn Eterna Cartridge, RTC & Lever Handle, Less Nozzle
12	EZ-K	EasyInstall Kit: Nut, Bushing, O-Ring & Lock Washer
13	001065-45	O-Ring
14	014200-45	Star Washer, Anti-Rotation
15	018506-19NS	Blue Button Index, Press-in
16	000925-45	Lab Handle Screw
17	002711-40NS	Quarter-Turn Eterna Cartridge, LTC w/ Spring Check, Handle, Index & Screw
18	012442-40NS	Quarter-Turn Eterna Cartridge, LTC w/ Spring Check
19	B-1100-K	1/2" NPT Male Inlet Elbow
20	002954-45	Shank Lock Nut
21	000999-45	Brass Lock Washer
22	013357-20	1/2" NPT x 1 5/8" Close Nipple
23	B-0230-K	Short Elbow Installation Kit
24	00AA	1/2" NPT Female Eccentric Flange
25	001019-45	Coupling Nut Washer
26	002712-40NS	Quarter-Turn Eterna Cartridge, RTC w/ Spring Check, Handle, Index & Screw
27	012443-40NS	Quarter-Turn Eterna Cartridge, RTC w/ Spring Check
28	001638-45NS	Lever Handle (New Style)
29	001193-19NS	Red Button Index, Press-in
30	B-PT	Full Flow Stream Regulator, 55/64-27
31	059X	6" Swing Nozzle w/ Stream Regulator Outlet

Product Specifications:

Pre-Rinse Unit- EasyInstall 8" Wall Mount Mixing Faucet, Quarter-Turn Eterna Cartridges w/ Spring Checks, Lever Handles, Add-On Faucet, 6" Swing Nozzle, 8" Riser, 72" Flexible Stainless Steel Hose, High Flow Angled Spray Valve (Blue) & Installation Kit w/ 1/2" NPT Male Inlets

Product Compliance:

ASME A112.18.1 / CSA B125.1
 NSF 61 Exempt (Non-Potable)
 NSF 372 (Low Lead Content)
 EPA 2005 Non-Compliant (PRSV)

SOUTHERN INDIANA MAINTENANCE, LLC
P.O. BOX 2207
Bloomington, IN 47402 US
812-279-0766
bradnicholson3@gmail.com

Estimate

NEIDIGH CONSTRUCTION
2220 W. VERNAL PIKE
BLOOMINGTON, IN 47404

1015 10/16/2017

Service	1	958.06	958.06
ANIMAL CENTER FAUCETS FOR ROOM A-104 AND A-105			
Service	1	487.28	487.28
FAUCETS FOR ROOM A-120			
	TOTAL		\$1,445.34

Accepted By

Accepted Date

CHANGE REQUEST / ESTIMATE #12

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: 12/13/2017

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
Add sprinkler to vestibule					
Sprinkler pipe and heads				4780.00	4,780.00
Project Management	2 hrs @	65.00	130.00		130.00
Administrative	1 hrs @	35.00	35.00		35.00
			165.00	4780.00	4,945.00
Subcontractor Mark-up 5%					239.00
Labor - Mark-up 15%					24.75
				Total	5,208.75

Add - 3 days to contract

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 12/13/2017

Accepted by:

Date of Acceptance:

October 25, 2017



PROJECT: Bloomington Animal Care & Control
Reference: Fire Protection Bid

Dalmatian Fire, Inc. offers a firm price quote in the amount of **FOUR THOUSAND SEVEN HUNDRED & EIGHTY DOLLARS (4,780.00)** to extend the new wet fire suppression system into the front entry way.

SCOPE OF WORK

1. Extend the new wet type fire suppression system into the front entry ways A100, B126 and the two rooms to the south.
2. We will also install dry pendant side wall sprinkler heads under the canopy in the front and under the metal soffit in the back.
3. We will need to add upright sprinkler heads above the acoustical ceiling per code do to wood construction.
4. We assume that all areas above the ceiling will be NON freezing condition.
5. We assume that all work will be done under normal working hours Monday thru Friday 7am to 330pm No weekend or holiday work included.

Our proposal includes material, design, and labor. We exclude any painting of pipe and electrical wiring.

Thank you for considering Dalmatian Fire Inc. for your fire protection needs. If you have any questions regarding this project or our scope of work, please do not hesitate to call.

Respectfully,

Brian Funkhouser
Service Manager

5670 West 73rd Street
Indianapolis, IN 46278
317.299.3889
317.299.4078 fax



Board of Public Works Staff Report

Project/Event: Animal Care and Control Change Order #4

Petitioner/Representative: Public Works Department, Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: March 20, 2018

This change order is to replace the roof of the existing portion of the Animal Care and Control building. It was discovered in the course of construction that the roof is leaking. Due to this leaking, there are some small areas of mold that have developed on the rafters and sheathing. Funds for this work would come from money already allocated for the construction project. Approval of the change order is for the amendment of the original contract.

The funding of the work will be covered by funds already allocated as part of the construction project. In this case, approval of change order is for amendment of the contract.

Staff recommends approval of the change order. A new roof will prevent further mold growth in the attic space and any further damage to the interior of the building.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

J. D. Boruff
Operations and Facilities Director

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

CHANGE ORDER NUMBER: 004 FINAL

DATE: March 1, 2018

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):

Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

ARCHITECT'S PROJECT NUMBER: 2015-14

CONTRACT DATE: March 7, 2017

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Reroof the existing facility due to unforeseen conditions.....Add \$28,388.61

TOTAL AMOUNT THIS CHANGE ORDER NO. 4\$28,388.61

The original Contract Sum was

\$ 1,940,011.00

The net change by previously authorized Change Orders

\$ 73,463.08

The Contract Sum prior to this Change Order was

\$ 2,013,474.08

The Contract Sum will be increased by this Change Order in the amount of

\$ 28,388.61

The new Contract Sum including this Change Order will be

\$ 2,041,862.69

The Contract Time will be increased by ten work days (10 work) days.

The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to March 29, 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)

March 1, 2018

DATE

DATE

DATE

CHANGE REQUEST / ESTIMATE #16

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: 2/27/2018

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
Option 1 - reroofing existing building					
Excludes: gutters, downspouts, and fascia.					
		6892.00	15672.75	5875.00	28,439.75
Project Management	1 hrs @	65.00	65.00		65.00
Administrative	1 hrs @	35.00	35.00		35.00
		6892.00	15772.75	5875.00	28,539.75
Subcontractor - Mark up 5%					293.75
Material - Mark-up 10%					689.20
Labor - Mark-up 15%					2,365.91
				Total	31,888.61

Add - 2 weeks to contract

minus credit for roof
 replacement w/in project -3500.⁰⁰

FINAL COST 28,388.⁶¹

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 02/27/2018

Accepted by:

Date of Acceptance:



Board of Public Works Claim Register

Invoice Date Range 03/13/18 - 03/23/18

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Casey Carrigan	01-refund adoption fee	03/13/2018	03/23/2018	75.00
Account 43430 - Animal Adoption Fees Totals 1				<u>75.00</u>
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-chairs-3	03/13/2018	03/23/2018	359.97
5103 - Staples Contract & Commercial, INC	01-hooks, mousepads, tape	03/13/2018	03/23/2018	100.57
5103 - Staples Contract & Commercial, INC	01-hooks, organizer, stool	03/13/2018	03/23/2018	120.29
Account 52110 - Office Supplies Totals 3				<u>\$580.83</u>
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-microchips-500	03/13/2018	03/23/2018	3,087.62
313 - Fastenal Company	01-supplies-paper towel, handwash, toilet tissue-2/20/18	03/13/2018	03/23/2018	373.51
313 - Fastenal Company	01-laundry detergent, towels, trash liners	03/13/2018	03/23/2018	461.42
313 - Fastenal Company	01-laundry detergent-2/14/18	03/13/2018	03/23/2018	55.52
4586 - Hill's Pet Nutrition Sales, INC	01-prescription food-canine/feline-2/23/18	03/13/2018	03/23/2018	206.51
3929 - IDEXX Laboratories, INC	01-Parvo, heartworm tests	03/13/2018	03/23/2018	275.65
3929 - IDEXX Laboratories, INC	01-FIV//FeLV tests, HTW, Parvo tests	03/13/2018	03/23/2018	1,693.54
4549 - Kroger Limited Partnership I	01-rabbit feed	03/13/2018	03/23/2018	11.19
4633 - Midwest Veterinary Supply, INC	01-flea meds, fecal supplies, sharps containers-2/21/18	03/13/2018	03/23/2018	797.39
4633 - Midwest Veterinary Supply, INC	01-sanitizer, bowls-2/21/18	03/13/2018	03/23/2018	570.34



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
4633 - Midwest Veterinary Supply, INC	01-syringes-2/23/18	03/13/2018	03/23/2018	153.80
4633 - Midwest Veterinary Supply, INC	01-appetizer stimulant-2/19/18	03/13/2018	03/23/2018	9.90
4137 - Patterson Veterinary Supply, INC	01-sanitizer, fluids	03/13/2018	03/23/2018	238.60
4666 - Zoetis, INC	01-antiparasitic-2/19/18	03/13/2018	03/23/2018	348.75
4666 - Zoetis, INC	01-antibiotics-2/22/18	03/13/2018	03/23/2018	511.90
Account 52210 - Institutional Supplies Totals 15				\$8,795.64
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-ACC-hardware	03/13/2018	03/23/2018	.48
409 - Black Lumber Co INC	19-ACC-masonry bit, hardware	03/13/2018	03/23/2018	6.79
Account 52310 - Building Materials and Supplies Totals 2				\$7.27
Account 52340 - Other Repairs and Maintenance				
53005 - Menards, INC	01-cleaning storage equipment & pvc pipe	03/13/2018	03/23/2018	138.94
53005 - Menards, INC	01-entry mats	03/13/2018	03/23/2018	83.91
53005 - Menards, INC	01-brooms, assorted kennel cleaning equipment/parts	03/13/2018	03/23/2018	95.54
Account 52340 - Other Repairs and Maintenance Totals 3				\$318.39
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	01-Animal Control Officer Laptops-3	03/13/2018	03/23/2018	5,969.97
Account 52420 - Other Supplies Totals 1				\$5,969.97
Account 52430 - Uniforms and Tools				
798 - Winters Associates Promotional Products, INC	01-ACO uniform	03/13/2018	03/23/2018	18.63
Account 52430 - Uniforms and Tools Totals 1				\$18.63
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-2/19-2/28/18	03/13/2018	03/23/2018	1,310.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dentals, bloodwork-2/23-2/27/18	03/13/2018	03/23/2018	1,002.49



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, neuter, surgery-2/28-3/2/18	03/13/2018	03/23/2018	309.62
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, dental, bloodwork, spay-2/15-2/20/18	03/13/2018	03/23/2018	964.96
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-xrays-2/22-2/23/18	03/13/2018	03/23/2018	132.83
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-tyroid test-3/2/18	03/13/2018	03/23/2018	57.68
Account 53130 - Medical Totals 6				<u>\$3,777.58</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-3/1/18	03/13/2018	03/23/2018	18.36
Account 53220 - Postage Totals 1				<u>\$18.36</u>
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	01-adoption labels-dog/cat-1,000 each	03/13/2018	03/23/2018	320.95
Account 53310 - Printing Totals 1				<u>\$320.95</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-ACC-leak and drain repair	03/13/2018	03/23/2018	72.00
321 - Harrell Fish, INC	19-ACC-unclogged drains in dog kennel area	03/13/2018	03/23/2018	435.00
Account 53610 - Building Repairs Totals 2				<u>\$507.00</u>
Program 010000 - Main Totals 36				<u>\$20,389.62</u>
Department 01 - Animal Shelter Totals 36				<u>\$20,389.62</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Anthony Farino	14-overpayment pkg citations	03/13/2018	03/23/2018	80.00
Maxx Klein	14-refund overpayment pkg citation #18200200656	03/13/2018	03/23/2018	20.00
Account 46060 - Other Violations Totals 2				<u>\$100.00</u>
Account 52110 - Office Supplies				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	02-pens	03/13/2018	03/23/2018	16.75
Account 52110 - Office Supplies Totals 1				<u>\$16.75</u>
Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 1/29-2/28/18	03/13/2018	03/23/2018	180.17
Account 53210 - Telephone Totals 1				<u>\$180.17</u>
Account 53990 - Other Services and Charges				
6015 - Big Truck Rental, LLC	02-Freightliner Rear Loader Rentals	03/13/2018	03/23/2018	6,800.00
Account 53990 - Other Services and Charges Totals 1				<u>\$6,800.00</u>
Program 020000 - Main Totals 5				<u>\$7,096.92</u>
Department 02 - Public Works Totals 5				<u>\$7,096.92</u>
Department 03 - City Clerk				
Program 030000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	03-Office Supplies	03/13/2018	03/23/2018	53.66
Account 52110 - Office Supplies Totals 1				<u>\$53.66</u>
Account 53310 - Printing				
20152 - Municipal Code Corporation	03-Code Update	03/13/2018	03/23/2018	1,941.81
Account 53310 - Printing Totals 1				<u>\$1,941.81</u>
Program 030000 - Main Totals 2				<u>\$1,995.47</u>
Department 03 - City Clerk Totals 2				<u>\$1,995.47</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53160 - Instruction				
517 - Indiana Economic Development Association, INC	04- webinar - Opportunity Zone Program	03/13/2018	03/23/2018	20.00
Account 53160 - Instruction Totals 1				<u>\$20.00</u>
Account 53320 - Advertising				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
818 - Everywhere Signs, LLC	04- Bicentennial Street Banners for Kirkwood,	03/13/2018	03/23/2018	2,100.00
	Account 53320 - Advertising Totals 1			\$2,100.00
Account 53990 - Other Services and Charges				
6131 - Jane St John	04 - 2018 Consulting Contract	03/13/2018	03/23/2018	8,032.50
	Account 53990 - Other Services and Charges Totals 1			\$8,032.50
	Program 040000 - Main Totals 3			\$10,152.50
	Department 04 - Economic & Sustainable Dev Totals 3			\$10,152.50
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-2/5-3/4/18	03/13/2018	03/23/2018	267.37
	Account 52410 - Books Totals 1			\$267.37
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-2/1-2/28/18	03/13/2018	03/23/2018	304.87
	Account 53910 - Dues and Subscriptions Totals 1			\$304.87
	Program 050000 - Main Totals 2			\$572.24
	Department 05 - Common Council Totals 2			\$572.24
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52420 - Other Supplies				
371 - Pitney Bowes, INC	06 Ink for Postage Machine	03/13/2018	03/23/2018	243.24
	Account 52420 - Other Supplies Totals 1			\$243.24
Account 53990 - Other Services and Charges				
199 - Monroe County Government	09- Bicentennial Sponsorship for 3 pages in the coloring	03/13/2018	03/23/2018	225.00
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan	03/13/2018	03/23/2018	743.10
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan	03/13/2018	03/23/2018	1,332.50
818 - Everywhere Signs, LLC	04- Bicentennial Street Banners for Kirkwood,	03/13/2018	03/23/2018	975.00



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals 4			\$3,275.60
	Program 060000 - Main Totals 5			\$3,518.84
	Department 06 - Controller's Office Totals 5			\$3,518.84
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	10-manilla file folders	03/13/2018	03/23/2018	12.80
	Account 52110 - Office Supplies Totals 1			\$12.80
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-2/5-3/4/18	03/13/2018	03/23/2018	1,069.49
	Account 52410 - Books Totals 1			\$1,069.49
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	10-HP P2035n/P2055n Toner 2.3k	03/13/2018	03/23/2018	59.95
	Account 52420 - Other Supplies Totals 1			\$59.95
Account 53160 - Instruction				
4652 - Indiana State Bar Association	10-Wheeler- 5.4.18 seminar	03/13/2018	03/23/2018	425.00
	Account 53160 - Instruction Totals 1			\$425.00
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-2/1-2/28/18	03/13/2018	03/23/2018	1,219.46
	Account 53910 - Dues and Subscriptions Totals 1			\$1,219.46
	Program 100000 - Main Totals 5			\$2,786.70
Program 101000 - Human Rights				
Account 52420 - Other Supplies				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
9523 - Freedom Business Solutions, LLC	10-Human Rights-HP P2035n/P2055n Toner 2.3k	03/13/2018	03/23/2018	59.95
	Account 52420 - Other Supplies Totals 1			\$59.95
	Program 101000 - Human Rights Totals 1			\$59.95
	Department 10 - Legal Totals 6			\$2,846.65
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	11-legal pads, paper for SOTC	03/13/2018	03/23/2018	14.78
	Account 52110 - Office Supplies Totals 1			\$14.78
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	11-bicentennial cakes for SOTC	03/13/2018	03/23/2018	158.97
5814 - Elizabeth Rubin Walter	11-supplies for SOTC (plates, napkins, silverware)	03/13/2018	03/23/2018	47.50
	Account 52420 - Other Supplies Totals 2			\$206.47
Account 53910 - Dues and Subscriptions				
5259 - Pacific & Southern Company, INC (Indy Star)	11-online subscription through 3/31/18	03/13/2018	03/23/2018	7.06
	Account 53910 - Dues and Subscriptions Totals 1			\$7.06
Account 53960 - Grants				
608 - Krieg Devault, LLP	11-representation at Jan2018 General Assembly	03/13/2018	03/23/2018	2,000.00
	Account 53960 - Grants Totals 1			\$2,000.00
Account 53990 - Other Services and Charges				
1138 - BCT Management, INC	11-technical needs for SOTC	03/13/2018	03/23/2018	496.50
	Account 53990 - Other Services and Charges Totals 1			\$496.50
	Program 110000 - Main Totals 6			\$2,724.81
	Department 11 - Mayor's Office Totals 6			\$2,724.81
Department 12 - Human Resources				
Program 120000 - Main				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	12-Office Supplies	03/13/2018	03/23/2018	25.93
Account 52110 - Office Supplies Totals 1				\$25.93
Account 53640 - Hardware and Software Maintenance				
6309 - CivicPlus, INC	12 Application Tracking System-Agreement	03/13/2018	03/23/2018	3,748.75
Account 53640 - Hardware and Software Maintenance Totals 1				\$3,748.75
Account 53990 - Other Services and Charges				
6099 - Safe Hiring Solutions	12 Background checks Inv 123759	03/13/2018	03/23/2018	182.65
Account 53990 - Other Services and Charges Totals 1				\$182.65
Program 120000 - Main Totals 3				\$3,957.33
Department 12 - Human Resources Totals 3				\$3,957.33
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13-Legal file folder w/fastener, post-its, pop-up notes	03/13/2018	03/23/2018	67.87
Account 52110 - Office Supplies Totals 1				\$67.87
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	13-Two tier vertical organizer	03/13/2018	03/23/2018	25.41
Account 52420 - Other Supplies Totals 1				\$25.41
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13-UDO Update-prof. serv. as of 1/31/18	03/13/2018	03/23/2018	3,967.31
8305 - Schmidt Associates, INC	13-Architecture/Design Review of Dev. Proj-1/1-1/31/18	03/13/2018	03/23/2018	4,100.00
8305 - Schmidt Associates, INC	13-Arch./Design Review Dev. Proj-2/1-2/28/18	03/13/2018	03/23/2018	61.49
8305 - Schmidt Associates, INC	13-Subarea--Vision Plans - 2/1-2/28/18	03/13/2018	03/23/2018	1,900.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 4				\$10,028.80
Account 53310 - Printing				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
3892 - Midwest Color Printing, INC	13-Business cards (R. Aten)_#250	03/13/2018	03/23/2018	52.95
Account 53310 - Printing Totals 1				\$52.95
Account 53990 - Other Services and Charges				
3404 - J.R. Watkins & Family, INC (Signs Now)	13-Placard--Remove and replace Plan Commission & BZA names	03/13/2018	03/23/2018	51.00
2895 - Rapid Reproductions, INC	13-Repair of OCE'300 Scanner (P&T)	03/13/2018	03/23/2018	1,600.00
6235 - Toole Design Group, LLC	13-2017-2018 Transp. Plan-plan dev.-1/20-1/26/18	03/13/2018	03/23/2018	25,971.69
Account 53990 - Other Services and Charges Totals 3				\$27,622.69
Program 130000 - Main Totals 10				\$37,797.72
Program 132000 - MPO				
Account 53960 - Grants				
585 - Bloomington Public Transportation Corporation	13-MPO Reimbursement (UPWP)-2018 QTR 1	03/13/2018	03/23/2018	1,128.70
585 - Bloomington Public Transportation Corporation	13-MPO Reimbursement (UPWP)-QTR 2 2018	03/13/2018	03/23/2018	1,128.70
199 - Monroe County Government	13-MPO Reimbursement (UPWP)-QTR 1	03/13/2018	03/23/2018	614.99
1365 - Town Of Ellettsville	13-MPO Reimbursement (UPWP)-QTR 1 2018	03/13/2018	03/23/2018	127.73
1365 - Town Of Ellettsville	13-MPO Reimbursement (UPWP)-QTR 2 2018	03/13/2018	03/23/2018	211.43
Account 53960 - Grants Totals 5				\$3,211.55
Program 132000 - MPO Totals 5				\$3,211.55
Department 13 - Planning Totals 15				\$41,009.27
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 43220 - Facility Rentals				
204 - State Of Indiana	18-February Sales Tax	03/19/2018	03/19/2018	13.93
Account 43220 - Facility Rentals Totals 1				\$13.93
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-CH-toilet tissue, roll paper towel, hand soap, trash liners	03/13/2018	03/23/2018	1,014.60



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 52210 - Institutional Supplies Totals 1				\$1,014.60
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-BPD-door stops-2	03/13/2018	03/23/2018	7.18
409 - Black Lumber Co INC	19-hardware-jambup alum/vinyl flap w/nails	03/13/2018	03/23/2018	12.99
53005 - Menards, INC	19-CH-24" steel leaf rake	03/13/2018	03/23/2018	9.99
Account 52310 - Building Materials and Supplies Totals 3				\$30.16
Account 53610 - Building Repairs				
788 - Bright Rental, LLC (Master Rental Center)	19-McCloskey Conf./HR-roof leak-rent carpet cleaning machine	03/13/2018	03/23/2018	218.88
912 - Central Security Systems, INC	19-City Hall-com mon w/test-4/1-6/30/18	03/13/2018	03/23/2018	150.00
818 - Everywhere Signs, LLC	19-name plates for staff directory	03/13/2018	03/23/2018	120.00
321 - Harrell Fish, INC	19-CH-repaired faulty blower motor/unit	03/13/2018	03/23/2018	2,345.86
321 - Harrell Fish, INC	19-CH-repaired water loop pump	03/13/2018	03/23/2018	1,791.41
321 - Harrell Fish, INC	19-CH-replaced contactors on AHU#1	03/13/2018	03/23/2018	591.36
321 - Harrell Fish, INC	19-CH-Atrium-repair baseboard heaters	03/13/2018	03/23/2018	697.24
321 - Harrell Fish, INC	19-CH-troubleshoot cooling loop pumps	03/13/2018	03/23/2018	288.00
321 - Harrell Fish, INC	19-CH-reset VFD on tower	03/13/2018	03/23/2018	108.00
Account 53610 - Building Repairs Totals 9				\$6,310.75
Program 190000 - Main Totals 14				\$7,369.44
Department 19 - Facilities Maintenance Totals 14				\$7,369.44
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28-Wireless Mouse	03/13/2018	03/23/2018	88.99
53442 - Paragon Micro, INC	28-iPad OtterBox Defender Series	03/13/2018	03/23/2018	51.99
337 - Stansifer Radio Co, INC	28-HDMI Cable	03/13/2018	03/23/2018	22.00
Account 52420 - Other Supplies Totals 3				\$162.98
Account 53170 - Mgt. Fee, Consultants, and Workshops				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-Dir. of Business Consulting-1/31/18	03/13/2018	03/23/2018	2,040.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1				\$2,040.00
Account 53640 - Hardware and Software Maintenance				
11269 - Government Utilities Technology Service, INC	28-GenaMap Power User Licenses 2018	03/13/2018	03/23/2018	4,312.50
3989 - Ricoh USA, INC	28-Copier Maintenance-OOTM-12/1/17-2/28/18	03/13/2018	03/23/2018	92.07
3989 - Ricoh USA, INC	28-Copier Maintenance-CH/off site facilities-1/17-2/16/18	03/13/2018	03/23/2018	2,249.85
3989 - Ricoh USA, INC	28-copier maintenance-FS#1-11/29/17-2/27/18	03/13/2018	03/23/2018	353.09
Account 53640 - Hardware and Software Maintenance Totals 4				\$7,007.51
Program 280000 - Main Totals 8				\$9,210.49
Department 28 - ITS Totals 8				\$9,210.49
Fund 101 - General Fund (S0101) Totals 105				\$110,843.58
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
4633 - Midwest Veterinary Supply, INC	01-antibiotics, bottles, nursing bottles-2/26/18	03/13/2018	03/23/2018	178.16
4633 - Midwest Veterinary Supply, INC	01-syringes, ISO gowns-2/26/18	03/13/2018	03/23/2018	170.69
4633 - Midwest Veterinary Supply, INC	01-antibiotics, fecal kit-2/20/18	03/13/2018	03/23/2018	72.32
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antiparasitic-3/7/18	03/13/2018	03/23/2018	501.26
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, LG/MED/XL-2/19/18	03/13/2018	03/23/2018	158.40
453 - ULINE, INC	01-cleaning/shelter supplies-basket truck, cleaner	03/13/2018	03/23/2018	1,854.15
Account 52210 - Institutional Supplies Totals 6				\$2,934.98



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
	Program 400102 - Animal Supplies Totals 6			\$2,934.98
	Department 06 - Controller's Office Totals 6			\$2,934.98
	Fund 103 - Restricted Donations Totals 6			\$2,934.98
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	09-seven award plaques for Women's History Month	03/13/2018	03/23/2018	279.72
11693 - The Award Center, INC	09-nameplates for WOY perpetual plaque	03/13/2018	03/23/2018	20.00
	Account 52420 - Other Supplies Totals 2			\$299.72
	Program 090003 - Com Serv - Status of Women Totals 2			\$299.72
Program 090016 - Com Serv - Safe & Civil				
Account 53310 - Printing				
2077 - JEM Printing, INC (PIP Printing & Marketing)	09-print BHM Gala commemorative booklet	03/13/2018	03/23/2018	231.01
	Account 53310 - Printing Totals 1			\$231.01
Account 53990 - Other Services and Charges				
5262 - Rafi Khalid Hasan II	09-BHM Gala--reimburse for floral arrangement	03/13/2018	03/23/2018	28.00
4549 - Kroger Limited Partnership I	09-BHM Essay Contest refreshments	03/13/2018	03/23/2018	77.97
4549 - Kroger Limited Partnership I	09-BHM State of the Black Community	03/13/2018	03/23/2018	300.00
5872 - Dennis E Laffoon (Laffoon Design & Marketing)	09-BHM Gala--graphic design commemorative booklet	03/13/2018	03/23/2018	600.00
2030 - Richard W Morris	09-BHM Gala--entertainment	03/13/2018	03/23/2018	1,600.00
11693 - The Award Center, INC	09-BHM Gala--sponsor plaques and round	03/13/2018	03/23/2018	274.00
	Account 53990 - Other Services and Charges Totals 6			\$2,879.97
	Program 090016 - Com Serv - Safe & Civil Totals 7			\$3,110.98
Program 090018 - CBVN				
Account 52420 - Other Supplies				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
4549 - Kroger Limited Partnership I	09-CBVN--refreshments for Nonprofit Board Cert.	03/13/2018	03/23/2018	30.45
4549 - Kroger Limited Partnership I	09-CBVN -refreshments for Be More Selection	03/13/2018	03/23/2018	20.01
	Account 52420 - Other Supplies Totals 2			\$50.46
	Program 090018 - CBVN Totals 2			\$50.46
	Department 09 - CFRD Totals 11			\$3,461.16
	Fund 312 - Community Services Totals 11			\$3,461.16
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28-Cisco Mounting Bracket	03/13/2018	03/23/2018	7.94
	Account 52420 - Other Supplies Totals 1			\$7.94
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking serv.-December 2017	03/13/2018	03/23/2018	2,500.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services-November 2017	03/13/2018	03/23/2018	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals 2			\$5,000.00
Account 54420 - Purchase of Equipment				
5819 - Synchrony Bank	28-Cisco Wireless Access Point	03/13/2018	03/23/2018	1,272.00
	Account 54420 - Purchase of Equipment Totals 1			\$1,272.00
	Program 254000 - Infrastructure Totals 4			\$6,279.94
	Department 25 - Telecommunications Totals 4			\$6,279.94
	Fund 401 - Non-Reverting Telecom (S1146) Totals 4			\$6,279.94
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-safety gloves, spray paint	03/13/2018	03/23/2018	43.69



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
313 - Fastenal Company	20-earplugs, gloves	03/13/2018	03/23/2018	21.33
Account 52210 - Institutional Supplies Totals 2				\$65.02
Account 52340 - Other Repairs and Maintenance				
290 - James H Drew, Corporation	20-Temporary Traffic Signal at Walnut & Miller	03/13/2018	03/23/2018	3,970.61
Account 52340 - Other Repairs and Maintenance Totals 1				\$3,970.61
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-quikcrete gravel mix-42 bags, rite mix pallet	03/13/2018	03/23/2018	240.18
409 - Black Lumber Co INC	20-WD40, torpedo level, duct tape, security bit	03/13/2018	03/23/2018	25.84
409 - Black Lumber Co INC	20-Pavement Markings-roller, frame, tool table	03/13/2018	03/23/2018	20.91
409 - Black Lumber Co INC	20-Truck #462-litter pick up-heavy duty contractor bag	03/13/2018	03/23/2018	9.97
409 - Black Lumber Co INC	20-9" rubber strap-L. Raines	03/13/2018	03/23/2018	5.97
3573 - Gary D Conder	20-Straw Bales-10-2/9/18	03/13/2018	03/23/2018	50.00
394 - Kleindorfer Hardware & Variety	20-2 handles-D. Bitner	03/13/2018	03/23/2018	10.98
Account 52420 - Other Supplies Totals 9				\$1,264.80
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Pagers for Snow Control-April 2018	03/13/2018	03/23/2018	86.76
Account 53250 - Pagers Totals 1				\$86.76
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-2/28/18	03/13/2018	03/23/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/28/18	03/13/2018	03/23/2018	20.74
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/21/18	03/13/2018	03/23/2018	72.22



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/7/18	03/13/2018	03/23/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/7/18	03/13/2018	03/23/2018	21.76
Account 53920 - Laundry and Other Sanitation Services Totals 5				\$167.50
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20- Disposal Fee for Sweeper Dumps-2/1/18	03/13/2018	03/23/2018	347.20
Account 53950 - Landfill Totals 1				\$347.20
Account 53990 - Other Services and Charges				
902 - Indiana Underground Plant Protection Service, INC	20-811 line locate tickets-January 2018-616 tickets	03/13/2018	03/23/2018	585.20
Account 53990 - Other Services and Charges Totals 1				\$585.20
Program 200000 - Main Totals 20				\$6,487.09
Department 20 - Street Totals 20				\$6,487.09
Fund 451 - Motor Vehicle Highway(S0708) Totals 20				\$6,487.09
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tap con bits, broom, spray paint	03/13/2018	03/23/2018	32.14
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-credit return tap con bits	03/13/2018	03/23/2018	(10.28)
Account 52310 - Building Materials and Supplies Totals 2				\$21.86
Account 52340 - Other Repairs and Maintenance				
Kathy Loser	26-remove gritty film from vehicle	03/13/2018	03/23/2018	250.00
Account 52340 - Other Repairs and Maintenance Totals 1				\$250.00
Account 53170 - Mgt. Fee, Consultants, and Workshops				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
6249 - Desman, INC	02-Downtown Parking Study-billing through 1/31/18-PW	03/13/2018	03/23/2018	4,220.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1			<u>\$4,220.00</u>
Account 53650 - Other Repairs				
32 - Cassidy Electrical Contractors, INC	26-Electrical Work for 4th St Garage BC2018-25	03/13/2018	03/23/2018	10,417.37
18844 - First Financial Bank, N.A.	Escrow Amount	03/13/2018	03/23/2018	548.28
	Account 53650 - Other Repairs Totals 2			<u>\$10,965.65</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-April 2018 garage rent	03/13/2018	03/23/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-April 2018 garage rent	03/13/2018	03/23/2018	36,405.49
	Account 53840 - Lease Payments Totals 2			<u>\$55,165.47</u>
Account 54420 - Purchase of Equipment				
53442 - Paragon Micro, INC	26-Pkg Garage-new computer	03/13/2018	03/23/2018	417.23
	Account 54420 - Purchase of Equipment Totals 1			<u>\$417.23</u>
	Program 260000 - Main Totals 9			<u>\$71,040.21</u>
	Department 26 - Parking Totals 9			<u>\$71,040.21</u>
	Fund 452 - Parking Facilities(S9502) Totals 9			<u>\$71,040.21</u>
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 53110 - Engineering and Architectural				
5609 - Aecom Technical Services	13-Ped Safety/Accessibility @Signalized Intersec-	03/13/2018	03/23/2018	2,000.00
	Account 53110 - Engineering and Architectural Totals 1			<u>\$2,000.00</u>
Account 53310 - Printing				
501 - Karl Clark (KC Designs)	02-blue stuffer envelopes, 26-blue stuffer envelopes	03/13/2018	03/23/2018	155.00
	Account 53310 - Printing Totals 1			<u>\$155.00</u>
	Program 020000 - Main Totals 2			<u>\$2,155.00</u>
	Department 02 - Public Works Totals 2			<u>\$2,155.00</u>



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 454 - Alternative Transport(S6301) Totals 2				\$2,155.00
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
50944 - Cargill Deicing Techno	20-de-icing salt-49.90 tons-2/19/18 BC2017-30	03/13/2018	03/23/2018	3,989.00
19278 - Milestone Contractors, LP	20-Surface-cold patch-43.74 tons-12/20/17 BC2017-17	03/13/2018	03/23/2018	5,248.80
Account 52330 - Street , Alley, and Sewer Material Totals 2				<u>\$9,237.80</u>
Account 53990 - Other Services and Charges				
6247 - Transmap Corporation	20-Pavement Cond. Survey/Sign Assess.-2/28/18	03/13/2018	03/23/2018	6,939.18
Account 53990 - Other Services and Charges Totals 1				<u>\$6,939.18</u>
Program 020000 - Main Totals 3				<u>\$16,176.98</u>
Department 02 - Public Works Totals 3				<u>\$16,176.98</u>
Fund 601 - Cum Cap Development(S2391) Totals 3				<u>\$16,176.98</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52230 - Garage and Motor Supplies				
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-14pc SAE wrench set	03/13/2018	03/23/2018	52.19
Account 52230 - Garage and Motor Supplies Totals 1				<u>\$52.19</u>
Account 52420 - Other Supplies				
248 - Cosner's Ice Company	16-ice for employees-75 7# bags	03/13/2018	03/23/2018	108.75
313 - Fastenal Company	16-safety gloves-1/31/18	03/13/2018	03/23/2018	269.45
313 - Fastenal Company	16-safety gloves-12/29/17	03/13/2018	03/23/2018	410.02
Account 52420 - Other Supplies Totals 3				<u>\$788.22</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-Sanitation-fixed heater and replaced thermostats	03/13/2018	03/23/2018	1,509.90
Account 53610 - Building Repairs Totals 1				<u>\$1,509.90</u>



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/28/18	03/13/2018	03/23/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/28/18	03/13/2018	03/23/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/7/18	03/13/2018	03/23/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-3/7/18	03/13/2018	03/23/2018	31.87
Account 53920 - Laundry and Other Sanitation Services Totals 4				\$78.72
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-trash disposal/landfill fees-2/1-2/14/18	03/13/2018	03/23/2018	9,696.00
Account 53950 - Landfill Totals 1				\$9,696.00
Account 53990 - Other Services and Charges				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-restructuring invoice to add to water bill	03/13/2018	03/23/2018	8,450.00
4474 - Ken's Westside Service & Towing, LLC	16-towing services-2017 Crane Carrier	03/13/2018	03/23/2018	1,000.00
Account 53990 - Other Services and Charges Totals 2				\$9,450.00
Program 160000 - Main Totals 12				\$21,575.03
Department 16 - Sanitation Totals 12				\$21,575.03
Fund 730 - Solid Waste (S6401) Totals 12				\$21,575.03
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC	12-TTD Pymt 031618 R Hash \$1,038.40	03/14/2018	03/14/2018	1,038.40



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
	Account 53420 - Worker's Comp & Risk Totals 1			\$1,038.40
	Program 100000 - Main Totals 1			\$1,038.40
	Department 10 - Legal Totals 1			\$1,038.40
	Fund 800 - Risk Management(S0203) Totals 1			\$1,038.40
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-Mar2018 Denal ASO/Vision Admin \$8,967.33	03/13/2018	03/23/2018	2,173.50
18539 - Life Insurance Company Of North America	12-Feb2018 LINA	03/13/2018	03/23/2018	4,175.20
	Account 53990 - Other Services and Charges Totals 2			\$6,348.70
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-Feb2018 LINA	03/13/2018	03/23/2018	6,470.18
	Account 53990.1278 - Other Services and Charges Disability LTD Totals 1			\$6,470.18
	Program 120000 - Main Totals 3			\$12,818.88
	Department 12 - Human Resources Totals 3			\$12,818.88
	Fund 801 - Health Insurance Trust Totals 3			\$12,818.88
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	17 - hand sanitaizer and hole punch	03/13/2018	03/23/2018	27.29
	Account 52110 - Office Supplies Totals 1			\$27.29
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-tires	03/13/2018	03/23/2018	174.50



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
50605 - Bauer Built, INC	17-tires	03/13/2018	03/23/2018	2,083.80
2974 - MacAllister Machinery Co, INC	17-#434 ecm programming/alternator installation	03/13/2018	03/23/2018	787.07
4693 - Monroe County Tire & Supply, INC	17-tires	03/13/2018	03/23/2018	328.94
4693 - Monroe County Tire & Supply, INC	17-tires	03/13/2018	03/23/2018	328.94
4693 - Monroe County Tire & Supply, INC	17-tires	03/13/2018	03/23/2018	200.50
Account 52230 - Garage and Motor Supplies Totals 6				\$3,903.75
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-oil and fluids BC2017-76	03/13/2018	03/23/2018	290.40
613 - Hoosier Penn Oil Company, INC	17-oil and fluids BC2017-76	03/13/2018	03/23/2018	86.53
613 - Hoosier Penn Oil Company, INC	17-oil and fluidsV	03/13/2018	03/23/2018	1,715.50
177 - Indiana Oxygen Company, INC	17 - propane for fork lift	03/13/2018	03/23/2018	69.84
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels BC2017-76	03/13/2018	03/23/2018	18,172.10
Account 52240 - Fuel and Oil Totals 5				\$20,334.37
Account 52320 - Motor Vehicle Repair				
398 - Al's Two Way Radio	17 - antennas for two way radios	03/13/2018	03/23/2018	56.00
4150 - Alexander's LLC	17-#894 backing plates and hub	03/13/2018	03/23/2018	234.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#407 front windshield	03/13/2018	03/23/2018	320.00
409 - Black Lumber Co INC	17-misc parts	03/13/2018	03/23/2018	89.99
409 - Black Lumber Co INC	17-misc parts	03/13/2018	03/23/2018	9.98
244 - Bloomington Ford, INC	17-misc parts	03/13/2018	03/23/2018	355.68



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-misc parts	03/13/2018	03/23/2018	239.58
5481 - Bright Equipment, INC (BobCat of Indy)	17-#888 valve assy	03/13/2018	03/23/2018	244.40
6390 - Burke Spring, INC	17-#601 leaf spring and bolts	03/13/2018	03/23/2018	1,517.16
4335 - Circle Distributing, INC	17-misc parts	03/13/2018	03/23/2018	20.06
4466 - Clarke Power Services, INC	17-#396 water pump	03/13/2018	03/23/2018	411.46
51565 - EmJay Automotive Equipment, LLC	17 - 10 gallon air tank	03/13/2018	03/23/2018	417.59
51827 - Fire Service, INC	17 - #335 outside parts & labor	03/13/2018	03/23/2018	28.16
51827 - Fire Service, INC	17 - parts for unit 396 outside repair	03/13/2018	03/23/2018	21,567.55
455 - Industrial Service & Supply, INC	17-misc parts	03/13/2018	03/23/2018	103.36
796 - Interstate Battery System of Bloomington, INC	17-batteries	03/13/2018	03/23/2018	581.14
11672 - Jack Doheny Companies, INC	17-#464 hyd filter	03/13/2018	03/23/2018	194.65
11672 - Jack Doheny Companies, INC	17 - #601 Vactor parts	03/13/2018	03/23/2018	2,427.38
11672 - Jack Doheny Companies, INC	17-#464 filters and dual limb guards	03/13/2018	03/23/2018	1,417.91
4439 - JX Enterprises, INC	17-parts return	03/13/2018	03/23/2018	(71.84)
4439 - JX Enterprises, INC	17-core return (15874)	03/13/2018	03/23/2018	(580.00)
4439 - JX Enterprises, INC	17-#948 fan clutch	03/13/2018	03/23/2018	1,571.93
4439 - JX Enterprises, INC	17-#468 seat switch rocker	03/13/2018	03/23/2018	24.99
4439 - JX Enterprises, INC	17-#956 torque rod	03/13/2018	03/23/2018	171.90
394 - Kleindorfer Hardware & Variety	17-misc parts	03/13/2018	03/23/2018	5.38
394 - Kleindorfer Hardware & Variety	17-misc parts	03/13/2018	03/23/2018	14.07



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	17-misc parts	03/13/2018	03/23/2018	6.29
2974 - MacAllister Machinery Co, INC	17-#657 filter, rear wiper arm and blade	03/13/2018	03/23/2018	78.39
2974 - MacAllister Machinery Co, INC	17-#657 filter, rear wiper arm and blade	03/13/2018	03/23/2018	30.16
53385 - O'Reilly Automotive Stores, INC	17 - 831 brake calipers	03/13/2018	03/23/2018	189.28
16069 - Palmer Trucks INC	17-#773 hvac control and cable and heater control	03/13/2018	03/23/2018	874.74
5952 - Reading Midwest Distribution, LLC	17 - #690 winch motor	03/13/2018	03/23/2018	500.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for month of february & various parts shop	03/13/2018	03/23/2018	5,941.22
5103 - Staples Contract & Commercial, INC	17 - paper, computer mouse and file tray	03/13/2018	03/23/2018	74.31
54351 - Sternberg, INC	17-misc parts	03/13/2018	03/23/2018	151.52
54351 - Sternberg, INC	17-misc parts	03/13/2018	03/23/2018	197.82
54351 - Sternberg, INC	17-misc parts	03/13/2018	03/23/2018	27.07
4139 - Temco Machinery, INC (Global Emergency Products)	17 - voltage meter	03/13/2018	03/23/2018	65.64
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17-#340/stk crankcase filters	03/13/2018	03/23/2018	146.50
4606 - Truck Service, INC	17-#463 leaf springs and ubolt assy	03/13/2018	03/23/2018	941.78
4606 - Truck Service, INC	17-#463 leaf springs and ubolt assy	03/13/2018	03/23/2018	9.20
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#428 led lights	03/13/2018	03/23/2018	172.38
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-parts return credit	03/13/2018	03/23/2018	(86.19)
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-connectors	03/13/2018	03/23/2018	57.85



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
816 - Vermeer Of Indiana, INC	17-#470 rod ends, turn buckle and nuts	03/13/2018	03/23/2018	83.64
2096 - West Side Tractor Sales Co.	17-#468 fuel filters	03/13/2018	03/23/2018	109.65
2096 - West Side Tractor Sales Co.	17-#648 bushings and pins	03/13/2018	03/23/2018	67.06
2096 - West Side Tractor Sales Co.	17-#648 bushings and pins	03/13/2018	03/23/2018	400.23
2096 - West Side Tractor Sales Co.	17-stock filters	03/13/2018	03/23/2018	57.24
2096 - West Side Tractor Sales Co.	17-#648 hyd pipe	03/13/2018	03/23/2018	351.77
Account 52320 - Motor Vehicle Repair Totals 50				\$41,820.03
Account 52420 - Other Supplies				
51565 - EmJay Automotive Equipment, LLC	17 - pads for two post lift	03/13/2018	03/23/2018	38.82
8181 - Lawson Products, INC	17-misc dni parts	03/13/2018	03/23/2018	930.79
8181 - Lawson Products, INC	17-misc dni parts	03/13/2018	03/23/2018	257.48
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for month of february & various parts shop	03/13/2018	03/23/2018	234.22
Account 52420 - Other Supplies Totals 4				\$1,461.31
Account 53620 - Motor Repairs				
14069 - Carmichael Truck & Automotive Service, INC	17-#463 alignment	03/13/2018	03/23/2018	98.79
51827 - Fire Service, INC	17 - #335 outside parts & labor	03/13/2018	03/23/2018	363.50
4474 - Ken's Westside Service & Towing, LLC	17-towing	03/13/2018	03/23/2018	300.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	03/13/2018	03/23/2018	438.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	03/13/2018	03/23/2018	50.00



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
2974 - MacAllister Machinery Co, INC	17-#434 ecm programming/alternator installation	03/13/2018	03/23/2018	1,004.40
	Account 53620 - Motor Repairs Totals 6			\$2,254.69
	Program 170000 - Main Totals 72			\$69,801.44
	Department 17 - Fleet Maintenance Totals 72			\$69,801.44
	Fund 802 - Fleet Maintenance(S9500) Totals 72			\$69,801.44
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Mar2018 Denal ASO/Vision Admin \$8,967.33	03/13/2018	03/23/2018	6,793.83
	Account 53990.1241 - Other Services and Charges Vision Totals 1			\$6,793.83
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	03/13/2018	03/13/2018	2,487.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/13/2018	03/13/2018	13.25
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/14/2018	03/14/2018	400.37
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 3			\$2,901.30
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	03/13/2018	03/13/2018	1,415.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals 1			\$1,415.00
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-Feb2018 LINA	03/13/2018	03/23/2018	14,480.47
	Account 53990.1273 - Other Services and Charges Term Life Totals 1			\$14,480.47



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-Feb2018 LINA	03/13/2018	03/23/2018	8,205.25
Account 53990.1277 - Other Services and Charges Disability STD Totals 1				\$8,205.25
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/13/2018	03/13/2018	213.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/14/2018	03/14/2018	85.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 2				\$298.00
Program 120000 - Main Totals 9				\$34,093.85
Department 12 - Human Resources Totals 9				\$34,093.85
Fund 804 - Insurance Voluntary Trust Totals 9				\$34,093.85
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 1/31/18	03/13/2018	03/23/2018	1,060.80
Account 54510 - Other Capital Outlays Totals 1				\$1,060.80
Program 06016A - 2016 A Signal Modernization Totals 1				\$1,060.80
Department 06 - Controller's Office Totals 1				\$1,060.80
Fund 978 - City 2016 GO Bond Proceeds Totals 1				\$1,060.80
			258	\$359,767.34



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Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMrtn-3012018	28-401 N Morton/ACC-internet services 3/1-	Paid by Check # 67449		03/07/2018	03/07/2018	03/07/2018		03/07/2018	1,614.27
							Account 53750 - Rentals - Other Totals		Invoice Transactions 1	<u>\$1,614.27</u>
							Program 254000 - Infrastructure Totals		Invoice Transactions 1	<u>\$1,614.27</u>
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMrtn-3012018	28-401 N Morton/ACC-internet services 3/1-	Paid by Check # 67449		03/07/2018	03/07/2018	03/07/2018		03/07/2018	1,136.00
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$1,136.00</u>
							Program 256000 - Services Totals		Invoice Transactions 1	<u>\$1,136.00</u>
							Department 25 - Telecommunications Totals		Invoice Transactions 2	<u>\$2,750.27</u>
							Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice Transactions 2	<u>\$2,750.27</u>
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	912SWalnut-22618	20-912 S. Walnut St-Crosswalk light-elec. bill	Paid by Check # 67447		03/07/2018	03/07/2018	03/07/2018		03/07/2018	9.52
223 - Duke Energy	81603883012-2/18	20-Street light electric bill- bill date 2/28/8-#8160-	Paid by Check # 67448		03/07/2018	03/07/2018	03/07/2018		03/07/2018	3.84
							Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 2	<u>\$13.36</u>
							Program 200000 - Main Totals		Invoice Transactions 2	<u>\$13.36</u>
							Department 20 - Street Totals		Invoice Transactions 2	<u>\$13.36</u>
							Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 2	<u>\$13.36</u>
							Grand Totals		Invoice Transactions 6	<u>\$2,763.63</u>

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/23/2018	Bank Fees				359,767.34
3/7/2018	Claims				2,763.63
	Sp Utility Cks				
	Woodlawn Ave				
	Month Of March HSA/WorkComp/MT & Gym/CIGNA				
					<u><u>362,530.97</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 362,530.97

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 _____