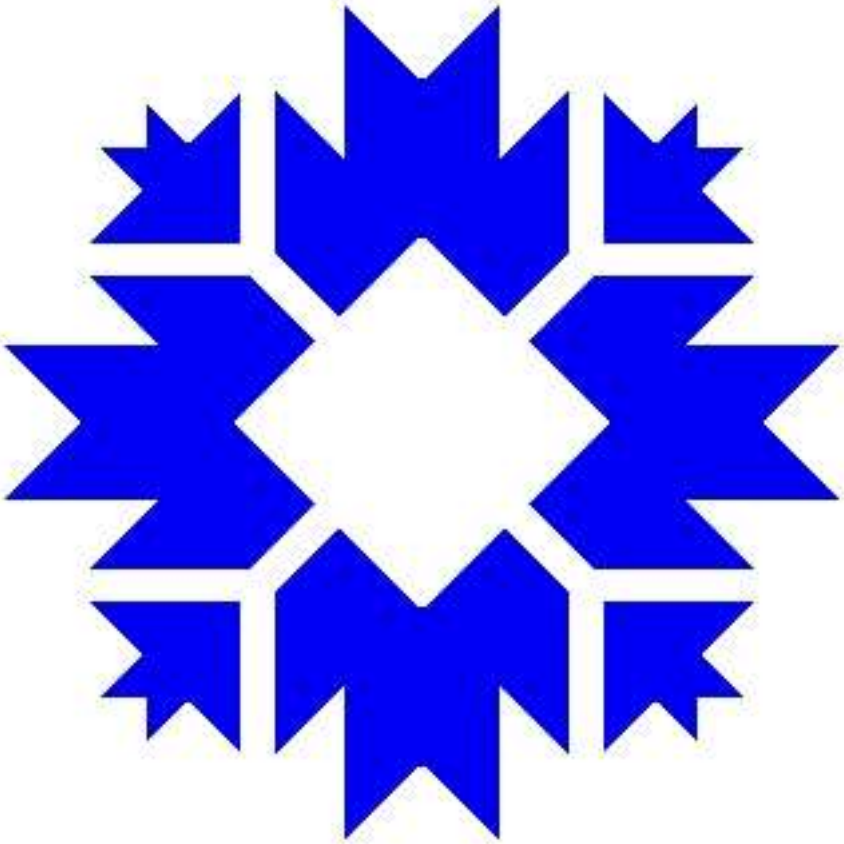
Board of Public Works Meeting

May 30, 2017



REVISED AGENDA
BOARD OF PUBLIC WORKS

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. HEARINGS ON NOISE APPEAL

1. **Appeal of Noise Citation #38401 at 1407 N. Dunn St. Unit #1**

IV. HEARINGS ON TITLE VI APPEAL

1. **Appeal of Title VI Citation #37862 at 525 N. Park Ave.**

V. CONSENT AGENDA

1. **Approval of Minutes-May 16, 2017**
2. **Resolution 2017-46: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Uel Zing)**
3. **Resolution 2017-47: Allow Mobile Vendor to Operate in the Public Right-of-Way (JD's Taste of Chicago)**
4. **Resolution 2017-48: Use of Public Right-of-Way for Bloomington Blues and Boogie Woogie Piano Festival (Sunday, 8/13)**
5. **Resolution 2017-49: Use of Public Right-of-Way for Student Involvement Fair (Monday, 8/28)**
6. **Approval of Payroll Register**

VI. NEW BUSINESS

1. **Request for Noise Permit for Shack-Ups Kickstarter Bash (Friday, 6/9)**
2. **Award 17th St. Sidewalk Project (MCCSC to Maple) Construction Contract to Crider & Crider**
3. **Change Order #1 for Morningside Dr. Sidewalk Project**
4. **Change Order #3 for W. 17th St. Sidewalk Project (Maple to Madison)**

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.

Appeal of Noise Ordinance Citation #38401

Appellant Information:
John Lawson
1407 N. Dunn St., Unit 1
Bloomington, Indiana 47408
Date Appealed: 04/27/2017
Citation Information:

Issued: 04/21/2017
Officer: Benjamin Burns
Place: 1407 N. Dunn St., Unit 1
Bloomington, IN
For: Excessive Loud Noise from Residence

City's Position:
The Noise Ticket was properly issued. The complaint of noise was issued at 6:49 p.m. and Officer Burns was enroute to the scene at 7:16 p.m. Officer Burns arrived on scene at 7:24 and could hear the sound of music from his squad car.

Appellant's Description:
Mr. Lawson appeals this notice of violation, because it was 6:30 p.m. and the party was dying down by then.

Analysis:

Law:
Bloomington Municipal Code requires the City to show:

1. That the noise complained of was unreasonable
2. That the noise caused or allowed to occur by someone who controlled or occupied the property from which the noise originated.

The noise complained of was unreasonable:

- § 14.09.030(a) unreasonable noise shall mean sound that is of a volume, frequency, or pattern that disrupts, the comfort or repose of reasonable persons of ordinary sensitivities within the city of Bloomington, given the time of day or environment in which the sound is made.
- § 14.09.030(c)(4) It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound **in such a manner that the sound produced persists continuously or intermittently *for a period of at least fifteen minutes* and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing.**

The noise was caused or allowed to occur by someone who controls or occupies the property from which the noise originated:

- § 14.09.030(b) specifies that the following people can violate the noise ordinance:
  - **A Person who makes the unreasonable noise,**
  - **A person who allows the unreasonable noise to be made in or on property occupied by the person**, and/or

- **A person who allows the noise to be made in or on property controlled by the person.**

Facts:

- A complaint came in for excessive noise at approximately 6:49 p.m. Officer Burns was dispatched at approximately 7:16 p.m. and upon arrival at 1407 N. Dunn St., Unit 1, at approximately 7:24 p.m. he could hear loud music coming from 1407 N. Dunn St., Unit 1 from his squad car. Mr. Lawson lives at the property.

Conclusion:

- The facts establish that noise was audible from off the property that was either continuous or intermittent for at least 15 minutes. The ticket was issued to a person who, by ordinance, can be found to have violated this noise ordinance in that he lives at this residence.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.

- This is Mr. Lawson's first violation of this ordinance. A first time violator is subject to a fine of $50.00, in accordance with BMC 14.09.070(b).

Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: _____ Phone Number 317-503-3226

Citation Number: 38401 Date on Noise Citation: 4/21/2017

(Located in the top right hand corner of the citation)

Local Address:

1407 North Dunn Street Unit 1

Bloomington, IN 47408

Permanent Address:

5435 105th Street North

Seminole, FL 33772

Today's Date: 4/27/2017

Reason for Appeal: We were given a noise violation at 6:30 PM on a Friday afternoon. The officers on scene did not give a solid reason as to why we were given one or that anyone called it in. They said they could hear our music driving by but we were not the only ones in our area playing music. We do not believe the ticket was given truthfully within a noise ordinance time frame. It was the afternoon and when they showed up the party was dying down.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 4/27/2017
When the Board of Public Works will consider my appeal.

Signature _____ Date 4/27/2017

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 38401

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week	Day	Month	Year	Time

Last Name	First	MI

Street Address	D.O.B.

City	State	Zip Code

Sex	Race	SSN/OLN

DID COMMIT THE FOLLOWING OFFENSE:

_____

_____

OR

Excessive Loud Noise

_____Residence _____Vehicle

Contrary to the BMC § _____

at _____, Bloomington, IN.

Officer's Signature	I.D. No.

City of Bloomington, Indiana

Date _____

Signature _____

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Notice of Violation Appeal
Illegal Dumping
Ticket #37862

Appellant Information:	**Citation Information:**
James Werner	Issued: May 16, 2017
525 N. Park Ave	By: Jo Stong, Compliance Officer
Bloomington, IN 47408	Place: 525 N. Park Ave., Bloomington, IN
Date Appealed: May 22, 2017	For: Illegal Dumping

Controlling Ordinance: BMC 6.06.020 & 6.06.010

Ordinance Language:
BMC 6.06.020 states that "***[i]t 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 later remove, cover, or burn it***." (emphasis added).

BMC 6.06.010 defines garbage as "putrescible animal and vegetable wastes, resulting from handling, preparation, cooking and consumption of food; refuse; and ***rubbish***."

BMC 6.06.010 defines rubbish as "nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, ***cardboard***, tin cans, wood, glass, bedding, crockery, construction debris, and similar materials."

Compliance Officer Description:
Compliance Officer Jo Stong has reason to believe Mr. Werner violated BMC 6.06.020 in that she viewed the premises and observed garbage (trash and debris) on the property and Mr. Werner is a tenant of this property.

Attachments:
1. Notice of Violation.
2. Affidavit of Tim Bonner with photographs
3. Appellant's statement.

Discussion:
1. Mr. Werner states in his Appellant's Statement that the trash was his and that it took far too long to get the trash cleaned up. He wishes for the Board to dismiss this citation because he and his roommates had already paid $300.00 in fines already for this ongoing issue.
2. Mr. Werner's statement is an admission that he violated BMC 6.06.020 when he placed his garbage upon this property.
3. This Citation was properly issued and should be upheld.

Staff Recommendation:
The Board should Deny Mr. Werner's Appeal and Affirm the Notice of Violation under Ticket #37862 in its entirety.

Appeal of Trash Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite
120 Phone (812)349-3410

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Trash citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Trash citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: James Werner Phone Number 415-606-6625

Citation Number: 37862 Date on Trash Citation: 05/16/2017

(Located in the top right hand corner of the citation)

Local Address: 525 N Park Ave. Bloomington, IN 47408

Permanent Address: 180 29th Ave. San Francisco, CA 94121

Today's Date: 05/22/2017

Reason for Appeal: The Trash Citation listed above is in reference to the 4th citation given to my residence for the same violation. All of these violations were for the same grouping of trash that admittedly myself and my 9 other roommates took far too long to clean up. However, by the time we received the most recent trash citation (referenced in this appeal) we had already thoroughly cleaned up the trash that was causing the problem. This final citation referenced "overfull" trash cans and a small amount of trash on our porch (mainly a paper plate) that we must have overlooked while we thoroughly cleaned the rest of our yard just a day before. This past week we attempted to remedy all of our violations by completely cleaning our yard and paying our original 3 citations (a total of $300). Since we have taken these actions, and done our best to remedy our violations, we ask that you be sympathetic to us 10 unemployed college students and excuse us from paying this final $150 ticket. Thank you for your consideration and we will insure to keep our yard and porch completely free of all trash and debris for the rest of our residence.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of 5/30/2017
When the Board of Public Works will consider my appeal.

Signature

05/22/2017
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____

Date Appeal Forwarded to Legal Department: _____

Notice of Violation

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

Date Tues 5·16·17 Time 10:05A Address/location 525 N. Park 47408

Issued by: 230 (P)

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

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

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

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

☒ **Fine Due:** ☐**$50** ☐**$100** ☒**$150** ☐ **Warning (No fine due at this time)** **Ticket#** 37862

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 all trash & debris from property. The property will now go to the Board of Public Works for permission to abate.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.**
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 David Kamen
Address 1440 S. Liberty Dr.
City Blgtn. State IN
Zip Code 47403

Agent Name Lisa Kamen
Address SAME
City _____ State _____
Zip Code

BPW: ✓ 5-30-17

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

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, May 16, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

City Staff: Adam Wason – Public Works
Rick Alexander – Planning and Transportation
James Ridge – Bloomington Police Department
Dustin Kruse – Bloomington Police Department
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

OPEN SEALED QUOTES

Open Sealed Quotes for the 17th St. Sidewalk Project

Cox Deckard opened the sealed quotes for the 17th St. Sidewalk Project. Quotes were received from the following companies:

- Groomer Construction: $174,615
- Milestone: $146,500
- Crider & Crider: $145,435

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

HEARINGS ON NOISE APPEAL

Appeal of Noise Citation #37529 at 500 S. Muller Parkway

Adam Wason, with Public Works, presented the Appeal of Noise Citation #37529 at 500 S. Muller Parkway. See meeting packet or further details.

Cox Deckard asked if citations were issued to other properties in the area.

Officer James Ridge, with Bloomington Police Department (BPD), confirmed.

Officer Dustin Kruse, with BPD, explained they were dispatched to the complex in general during Little 500.

Boatman asked why the appellant was given only four days to appeal.

Wason explained the appellants are given seven days to appeal.

Briana Broadus, the appellant, explained there was a large party occurring in her building. Her roommate's parents and her younger siblings were visiting at that time, and she would not have been playing music at excessive volumes.

Cox Deckard commented that the noise doesn't have to come from a large party to receive a violation. It is at the officer's discretion whether to issue a ticket or a warning.

Boatman made a motion to uphold the Noise Citation #37529 at 500 S. Muller Parkway. Palazzo seconded. The motion passed. Noise Citation upheld.

<u>CONSENT AGENDA</u>

1. Approval of Minutes- April 28, 2017 and May 2, 2017
2. Approve Amendment #1 to Consulting Services Agreement with Parsons Cunningham and Shartle Engineers, Inc.
3. Resolution 2017-40: Use of Public Right-of-Way for Lemonade Day (Saturday, 5/20)
4. Resolution 2017-41: Use of Public Streets for Family Night Out (Wednesday, 6/7)
5. Resolution 2017-42: Use of Public Streets for Race for Literacy 5K (Saturday, 6/10)

6. Resolution 2017-43: Use of Public Streets for 4th of July Parade (Tuesday, 7/4)
7. Resolution 2017-44: Allow Mobile Vendor to Operate in the Public Right-of-Way (Pili's Party Taco)
8. Approval of Payroll Register for 5/12/17 in the amount of $381,255.13.

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

NEW BUSINESS

Request from AT&T to Temporarily Close N. Washington St. for Construction (5/31/17 - 8/4/17)

Rick Alexander, with Planning and Transportation, presented the Request from AT&T to Temporarily Close N. Washington St. for Construction (5/31/17 - 8/4/17). See meeting packet for further details.

Boatman asked when the properties were notified.

Mark McGuire, with JMH Roofing, said they were notified early last week. They may need to come to the Board for a noise permit at a later date.

Boatman asked if the 4th of July Parade will be impacted by the closure.

Wason said staff will coordinate with McGuire to ensure that the equipment and construction do not impact the parade.

Boatman made a motion to approve the Request from AT&T to Temporarily Close N. Washington St. for Construction (5/31/17 - 8/4/17). Palazzo seconded. The motion passed. Resolution 2017-37 approved.

Request from CRG Residential Properties to Temporarily Close Alleys for Construction (6/1/17 – 8/17/17)

Alexander presented the Request from CRG Residential Properties to Temporarily Close Alleys for Construction (6/1/17 – 8/17/17). See meeting packet for further details.

Boatman asked if this is the final closure request.

Paul McCulley, with CRG Residential Properties,

confirmed.

Palazzo made a motion approve the Request from CRG Residential Properties to Temporarily Close Alleys for Construction (6/1/17 – 8/17/17). Boatman seconded. The motion passed. Contract approved.

Request from Dunnhill Development to Temporarily Close E. 18th St. for Construction (5/14/17 - 8/31/2018)

Alexander presented the Request from Dunnhill Development to Temporarily Close E. 18th St. for Construction (5/14/17 - 8/31/2018). See meeting packet for further details.

Discussion about an aerial map of the project ensued.

Boatman made a motion to approve the Request from Dunnhill Development to Temporarily Close E. 18th St. for Construction (5/14/17 - 8/31/2018). Palazzo seconded. The motion passed. Amendment approved.

Resolution 2017-45: Request to Encroach into the Public-Right-of-Way with Public Improvements at 416 E. 4th St.

Alexander presented Resolution 2017-45: Request to Encroach into the Public-Right-of-Way with Public Improvements at 416 E. 4th St. See meeting packet for further details.

Cox Deckard asked if there was a sketch to accompany the plans for the improvements.

Alexander said there is not. He added that the only improvement that will actually encroach is the patio.

Boatman asked if the City has any plans to widen 4th St.

Alexander and Wason said there are not.

Palazzo made a motion to approve Resolution 2017-45: Request to Encroach into the Public-Right-of-Way with Public Improvements at 416 E. 4th St. Boatman seconded. The motion passed. Temporary Closure approved.

Award Contract for Auction Services

Wason presented the Contract for Auction Services. See meeting packet for further details.

Boatman asked where the auctions will take place.

Wason said it will take place at the Frank Southern Ice Arena just before the current Fleet Maintenance Manager retires. He added that there is language in the contract the agreement stating it can be renewed for up to two years if approved.

Boatman made a motion to award the Contract for Auction Services to Haley Auction Services, LLC. Palazzo seconded. The motion passed. Contract approved.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- Outdoor Seating Permits have been approved by Planning and Transportation Dept. staff for Café Pizzaria, 405 E. Kirkwood Ave.

- Housing and Neighborhood Development Dept. staff abated 2611 E. Roundhill Dr. on Friday as a part of the continuous abatement order issued by the Board in 2016.

- He recommended the Board reject the Proposals for the Rewiring of the 4th Street Garage, as only one was received and it was over budget.

  Palazzo made a motion to reject the Proposals for the Rewiring of the 4th Street Garage. Boatman seconded the motion. The motion passed. Proposals rejected.

- Over the weekend residents received a cart-selection survey for the upcoming move to automated sanitation services. The default size for the carts will be the 64-gallon container. The City is expecting to determine fee the rates by July 25th. There is currently not an opt-out option for sanitation service.

Boatman asked if a resident can opt-out of receiving the carts, while still paying the monthly fee.

Wason explained those residents would be billed at the minimum level.

Cox Deckard asked when this program will begin.

Wason said it should begin in October.

- The 1910 and 1914 W. 3rd St. properties are currently for sale at www.bloomington.in.gov/surplus-real-property.

- Barry Collins, the Facilities Maintenance and Operations Director, is retiring on May 23rd. His retirement celebration will be held in the McCloskey room from 1:30 p.m. to 3:30 p.m. on Tuesday.

- Utilities is finalizing a memo by their board on inspection processes.

APPROVAL OF CLAIMS

Palazzo recused herself from the discussion.

Wason addressed the Industrial Development (COOK group) item on the claims register.

Boatman moved to approve the Claims Register 5/4/17 – 5/19/17 in the amount of $1,371,915.64. Cox Deckard seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:41 p.m.

Accepted by:

_____

Kyla Cox Deckard, President

_____

Kelly Boatman, Vice-president

_____

Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: Pushcart in right of way

Petitioner/Representative: Uel Works, LLC dba Uel Zing Coffee

Staff Representative: Laurel Waters

Meeting Date: May 30, 2017

Samuel Welsch Sveen, owner of Uel Zing Coffee has applied to renew Pushcart License to operate a pushcart. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a pushcart selling iced coffee w/cream, sugar and bottles of iced coffee.

This application is for one (1) year. The effective date on the License will be May 31, 2017. This is a one year license.

Staff is supportive of the request.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-46

Pushcart in Public Right of Way
Uel Works, LLC dba Uel Zing Coffee

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, Uel Works, LLC dba Uel Zing Coffee ("Vendor") intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

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

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

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for one (1) year, beginning on May 31, 2017, and ending on May 30, 2018.

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

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

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

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

ADOPTED THIS 30th DAY OF MAY, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-46 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Samuel Welsch Sveen, Uel Works, LLC

JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Greetings from the City of Bloomington!

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development

UEL ZING COFFEE

PUSHCART LICENSE APPLICATION

CITY OF BLOOMINGTON

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

1. License Length and Fee Application

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

5/31/2017
5/30/2018

2. Applicant Information

Name:	SAMUEL WELSCH SVEEN		
Title/Position:	OWNER		
Date of Birth:	10/11/87		
Address:	817 W 6th St		
City, State, Zip:	BLOOMINGTON, IN 47404		
E-Mail Address:	ICED@VELZING.COM		
Phone Number:	~~605-380-4012~~ →	Mobile Phone:	605-380-4012

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

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

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

4. Company Information

Name of Employer:	UEL WORKS, LLC DBA UEL ZING COFFEE				
Address of Employer:	727 W KIRKWOOD AVE				
City, State, Zip:	BLOOMINGTON, IN 47404				
Employment Start Date:	5/13/2013	End Date (If known):	—		
Phone Number:	812-369-4116				
Website / Email:	UELZING.COM / ICED@UELZING.COM				
Company is a:	☒ Limited Liability Corporation (LLC)	☐ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address
JADE PRIEBOY	
AUSTIN PATTERSON	
JEFF SUEEN	410 E MELGAARD RD, ABERDEEN, SD 57401

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

Date of incorporation or organization:	4/16/2013
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

COLD BREW ICED COFFEE w/ cream & sugar, on ice
in cups and bottles from tricycle-cart
Brewed off-site at One World Commissary

Planned hours of operation:	Special events, farmers market, 11-1 am pm Sample Gates	
Place or places where you will conduct business (If private property, attach written permission from property owner):	Special events (various places) farmers Market at Showers Plaza Corner of Indiana and Kirkwood (occasionally)	
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

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

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

For City Of Bloomington Use Only

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

JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p 812.349.3418
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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.

SAMUEL WELSCH SVEEN
Name, Printed

Signature

5/15/17
Date Release Signed

JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
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Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts 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 Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

- € No pushcart 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 pushcart serving food or beverages shall operate within fifty feet of any façade 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 pushcart is currently conducting business. The distance restriction only applies from an 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 pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts 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
- € No pushcart 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 pushcart 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 pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts 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 pushcart to locate on said property
- € No pushcart 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 pushcart shall park near an intersection and in a manner that blocks the lineof-sight of drivers using adjacent roadways

€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- Between the north side of Dodds Street and the south side of 2nd Street
- Between the north side of 3rd Street and the south side of 4th Street
- Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: SAMUEL WELSCH SVEEN

Signature: _____

Date: 5/15/17

JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

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Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. 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 Pushcart 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:

- € Pushcart 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 pushcart 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 pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants
- € No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- € Each pushcart 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 pushcart may make use of any public or private electrical outlet while in operation;
- € Each pushcart 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
    - o Liquid from the pushcart 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 pushcart 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 pushcart
- € No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- € Each pushcart 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
- € Pushcarts 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 pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts 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 pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart 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 Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: SAMUEL WELSCH SVEEN

Signature: _____

Date: 5/15/17

State of Indiana
Office of the Secretary of State

Certified Copies

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this **2** page document consisting of the following records filed in this office:

Certification Date:	May 16, 2017
Business Name:	UEL WORKS, L.L.C.
Business ID:	2013041600241

Transaction	Date Filed	No. of pages
Articles of Organization	04/16/2013	2
	Total No. of pages	2

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 16, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

CertificateID:9840874

State of Indiana
Office of the Secretary of State

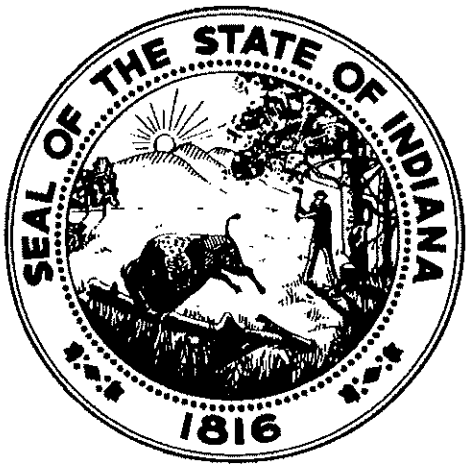
CERTIFICATE OF ORGANIZATION

of

UEL WORKS, L.L.C.

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 Tuesday, April 16, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 16, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2013041600241 / 2013041600241

CertificateID:9840874

RECEIVED 04/16/2013 10:17 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
4/16/2013 10:39 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

UEL WORKS, L.L.C.

924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE II - REGISTERED OFFICE AND AGENT

SAMUEL D SVEEN
924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to dissolve?:	Perpetual
Who will the entity be managed by?:	Managers
Effective Date:	4/16/2013
Electronic Signature:	SAMUEL D SVEEN

RECEIVED 04/16/2013 10:17 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
4/16/2013 10:39 AM

ARTICLES OF ORGANIZATION

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924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to dissolve?:	Perpetual
Who will the entity be managed by?:	Managers
Effective Date:	4/16/2013
Electronic Signature:	SAMUEL D SVEEN

REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1700142587412

UEL WORKS LLC
727 W KIRKWOOD AVE
BLOOMINGTON, IN 47404-5035

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

TID: 0147175240
LOC: 001
FID: 46-2553216/0
ISSUED: 05/02/2017
EXPIRES: 05/31/2019

003435

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

UEL WORKS LLC
727 W KIRKWOOD AVE
BLOOMINGTON, IN 47404-5035

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Mobile Food Service Establishment

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

UEL ZING COFFEE CART
SAMUEL SVEEN
727 W KIRKWOOD AVE
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.

2017

Issued MAR 01 2017

By Thomas W Shafer

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

SVEES-1 OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2017

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

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Group	22659
INSURER B : Travelers	40967
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UEL Works LLC
Samuel Sveen
727 W Kirkwood Ave
Bloomington, IN 47404

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BLS55546667	05/01/2017	05/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USO55546667	05/01/2017	05/01/2018	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ None							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		UB8G52643916	03/21/2017	03/21/2018	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

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

CERTIFICATE HOLDER

CITYBL2

City of Bloomington
401 N. Morton Street, Ste. 130
PO Box 100
Bloomington, IN 47402

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Allison England

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UEL
ZING
COFFEE

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Darwin Davis – Big Skyd & Associates Inc. dba JD's Taste Chicago

Staff Representative: Laurel Waters

Meeting Date: May 30, 2017

Darwin Davis owner of JD's Taste of Chicago has applied for a Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling Chicago hotdogs, fries, Polish sausage, steak burgers, Italian beef sandwiches, chicken sandwiches, fish sandwiches, and chicken wings.

This application is for one (1) year.

Staff is supportive of the request.

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

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-47

Mobile Vendor in Public Right of Way
Big Skyd & Associates Inc.
dba JD's Taste of Chicago

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

WHEREAS, Big Skyd & Associates Inc. dba JD's Taste of Chicago ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on May 30, 2017, and ending on May 29, 2018.

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

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

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

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

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

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

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

ADOPTED THIS 30th DAY OF MAY, 2017.

BOARD OF PUBLIC WORKS:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice-President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2017-**47** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date _____
Darwin Davis, Big Skyd & Associates Inc. dba JD's Taste of Chicago

MOBILE VENDOR LICENSE APPLICATION

CITY OF BLOOMINGTON

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Darwin Davis		
Title/Position:	owner- operator		
Date of Birth:	5/01/1972		
Address:	4007 S. Rogers St.		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	~~[illegible]~~ DARWIN.JDFOC@GMAIL.COM		
Phone Number:	(812) 325-4859	Mobile Phone:	(812) 325-4859

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:	

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

☑	A copy of the Indiana registration for the vehicle
☑	Copy of a valid driver's license
☑	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
☑	Proof of an independent safety inspection of all vehicles to be used in the business
☑	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate Certificate of Liability
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
☑	A copy of the business's registration with the Indiana Secretary of State.
☐	A copy of the Employer ID number
☑	A signed copy of the Prohibited Location Agreement
☑	A signed copy of the Standards of Conduct Agreement
☑	Fire inspection (if required)
☑	Picture of truck or trailer
☑	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler ✓ DAK

For City Of Bloomington Use Only

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

4. Company Information

Name of Employer:	Big Sky D & Associates INC DBA. JD's Taste of Chicago				
Address of Employer:	4007 S. Rogers St.				
City, State, Zip:	Bloomington, IN 47403				
Employment Start Date:	05/01/2017	End Date (If known):			
Phone Number: Website / Email:					
Company is a:	☐ Limited Liability Corporation (LLC)	☒ Corporation	☐ Partnership	☐ Sole Proprietor	☐ Other:

5. Company Officer Information

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

Name	Address
Darwin Davis	4007 S. Rogers St Bloomington, IN 47403
Leslie Davis	4007 S. Rogers St. Bloomington, IN 47403

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

Date of incorporation or organization:	5/04/2017
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

Chicago Hot Dogs, Fries, Polish Sausage, Steak Burgers, Italian beef sandwiches Chicken Sandwich, Fish Sandwich, Chicken Wings. Grill and fryers	* will vary with events	
Planned hours of operation:	T,R - 11am-3pm, 11pm-2Am Wed 11Am-3pm F,S 11Am - 1pm	
Place or places where you will conduct business (If private property, attach written permission from property owner):	FOOD TRUCK FRIDAY DOWN TOWN Bloomington	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes ☐	No ☒
(If Yes) Provide details		

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.

Darwin Davis
Name, Printed

Big Skyd Inc. + Associates
D.B.A. 50's Taste of Chicago
Signature

05-04-2017
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:

Name: Darwin Davis

Signature: B.G STYLE ASSOCIATES D.D.A 50'S TASTES of CHICAGO

Date: 05-04-2017

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

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

Standard of Conduct Agreement

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

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

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

Signature: Biskyo & Associates D.B.A. JO'S Tasted & Chicago

Date: 05-04-2017

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION TNW Automotive

INSPECTOR'S NAME Fred Franklin INSPECTOR'S PHONE # 812-339-5885

DATE OF INSPECTION 5/5/17

TAXICAB COMPANY

VEHICLE YEAR 1992 MAKE Chevrolet MODEL P30

VIN 1GBHP3259N3316514

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

Attach this completed Inspection Sheet with your permit or renewal application and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector:

Inspector Signature Ted Frankl

Date: 5-5-17

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

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

RESTAURANT SYSTEMS WORK ORDER

Koorse
FIRE & SECURI

WORK ORDER #

INVOICE TO	SERVICE LOCATION
	J.D's Taste of Chicago Food Truck

EQUIPMENT LINE-UP AT TIME OF ARRIVAL (LEFT TO RIGHT)		Hood: Ft 8' In ____	Duct: Qty 1 Dimensions
FRYER	36" griddle	FRYER	FRYER

INDICATE INSPECTION PERFORMED:	YES	NO	NA
Conduct Hazard Review /System pre check __Verify hazard has not changed or been tampered with			✓
Notify proper personnel and disconnect system for inspection __ Monitoring Co. X____			✓
Notify customer of fuel and power shutdown requirements __ Confirm location of reset devices and confirm who is to re-light pilots			✓
Notify proper personnel to place system on test __ Verify system disarmed for inspection			✓
Install test link and conduct automatic trip test of detection	✓		
Replace all fusible links. Manufacturer Date 2016 AS NEW	✓		
Conduct test fire of system via remote pull	✓		
Verify shutdown devices and confirm fuel and power is restored	✓		
Verify piping and conduit is secure and conduct air test(If Applicable)	✓		
Check/remove all nozzles to ensure they are clear of debris, wipe off exterior grease and reinstall system	✓		
Is system UL300?	✓		
If YES: Confirm nozzle type, aiming point, and flow capacity of the system Total flow points in system: ____ If NO: Provide a copy of the "Important Notice" X____(initials)	✓		

INDICATE INSPECTION PERFORMED:	YES
Replace rubber blow off caps annually or as needed	
Check cartridge(s) for weight, hydro, proper type, and replacement X 16 gram **weight(s)**	✓
Replace Cartridge Receiver Gasket **Check regulator test date** X____ date	
Check tank(s) for hydro, proper agent/level, and corrosion X 2012 **date(s)**	
Replace Burst Disc (annual or as needed only)	✓
Check for excessive grease accumulation. See Comments	
Reset system, notify personnel and rearm for service	✓
Portable Fire Extinguishers Annually- Conduct annual maintenance check and apply plastic tag	
Semi-Annually - Conduct monthly quick check and sign OSHA TAG	
KClass fire extinguisher present	
Exit and Emergency Lighting Are all lights working	
Have lights been inspected per OSHA/KFS guidelines	
System has deficiencies. See comments below	

COMMENTS:

WARNING - READ CAREFULLY BEFORE SIGNING. The above inspection is made for the purpose of checking the mechanical or electrical operation of the suppressi and NOT to determine guarantee, proper capacity, engineering, or original installation. If a more thorough inspection of the fire system is desired or recommended to de proper capacity and installation then it is recommended that a survey and full discharge of the system be performed at an additional cost.
The reverse of this agreement is incorporated herein. Please read carefully. We are not an insurer. Our maximum liability is limited to $250.00. User acknowledges rec copy and that he has read and understands reverse of this agreement.

PRINT CUSTOMER NAME

RESTAURANT SYSTEMS WORK ORDER

Koorser FIRE & SECURIT

WORK ORDER #

INVOICE TO: Pd

SERVICE LOCATION: JD's Taste of Chicago Food Truck 3568006

CUSTOMER PAYMENT ☐ CASH ☐ CHECK-#_____ ☐ VISA ☐ MC ☐ AMEX CARD # EXP DATE

Replaced the 3 - ~~2H~~ 2L nozzle's with 2H nozzle's for proper cover

Replaced the 1 - 1L nozzle with a @ 1H nozzle for proper coverage

RESTAURANT INSPECTION / SERVICE

SYSTEM MFG. PYRO CHEM PCL 300

PART NUMBER	QTY	UNIT PRICE	TOTAL
CYLINDERS	1		
99-TEST-REG			
HT-REST			
SYSTEM RECHARGE			
ACT / PIPE INSP			
PIRANHA FLOW TEST			
DISCHARGE PROTECTION			

LINKS

DISCHARGE PROTECTION

PART NUMBER	QTY	UNIT PRICE	TOTAL
BRG360_____ (A K ML)			
BRG500ML	4		
TEST LINK BRGTL1	1		

NOZZLES / CAPS / OTHER

PART NUMBER	QTY	UNIT PRICE	TOTAL
AN77695 (CAPS)			
AN 433208 (METAL CAPS)			
AM12334 (RUBBER CAP)			
BG9197290 (CAPS)			
BRKR97054 (FOILS)			
BRG45 (CART GASKET)			
AN56909 ("O" RING GASKET)			
AN417911 BURST DISC			
AN68800 VENT PLUG			

FIRE EXTINGUISHER INSP. AND SERVICE

QTY	SIZE / TYPE	QTY 6 YEAR	QTY RECH	QTY HYDRO	6YR/RE PRICE	HYDRO PRICE	TOTAL
	5/6#ABC						
	10#ABC						
	K CLASS						
TOTAL						UNIT PRICE	
	INSPECTIONS A M S Q						

TOTAL LEFT 1 _____

EXIT & EMERGENCY LIGHT SERVICE

PART NUMBER	QTY	UNIT PRICE	TOTA
QCK CHK/ANL BAT TEST/90 MIN			
LIGHT INSTALLATION			
BRBT6			
BRBT65S			
BRPRB64			
BRPRB67			
BPPRB612			

PILOT CARTRIDGES

PART NUMBER	QTY	UNIT PRICE	TOT
BRPCC	1		
BRKRC			

TAGS / LABELS

PART NUMBER	QTY	UNIT PRICE	TOTA
KL021_____ KL022_____			
KL023_____ KL024_____			
KL059_____ KL028_____			
KT077			
KT009 (INSPECTION TAG)	2		
KT008 (RED TAG)			
BRKS (R W Y) PULL SEAL	1		
KT023 (NECK COLLARS)			
KT003 ✓ KT001_____	1		
KL008 _____KL011_____			

MISCELLANEOUS PARTS

PART NUMBER	QTY	UNIT PRICE	TOTA
BRASBR (BREAK ROD)			
PULL PIN BRNPP			
DISPOSAL PER UNIT			
EE5A H S R			
EE10A H S R			
EEK-H 2H nozzle	3		
P2600			
1H nozzle	1		

TOTAL RIGHT 2 _____

CUSTOMER [signature] DATE 5/17/17

TRUCK # 1105 TECHNICIAN [signature] DATE 5/17/17

TOTAL LEFT 1 _____
TOTAL RIGHT 2 _____
TAX _____
INSPECTION TOTAL _____
TOTAL $ _____

KF-017 REV (4/13) FILE COPY

ServSafe
National Restaurant Association

Certificate of Achievement

ANSI

ANSI ACCREDITED PROGRAM
CERTIFICATE ISSUER
#0655

This certificate is awarded to

DARWIN DAVIS

Congratulations! You have completed

ServSafe® Food Handler

Employee Food Safety Online Course and Exam

Certificate Number 2891965 Date 5/4/2017

Expiration Date 5/4/2020

National Restaurant Association
175 W. Jackson Blvd, Ste. 1500
Chicago, IL 60604-2814
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

[illegible]

ServSafe
National Restaurant Association

Certificate of Achievement

ANSI
ANSI ACCREDITED PROGRAM
CERTIFICATE ISSUER
#0655

This certificate is awarded to

LESLIE DAVIS

Congratulations! You have completed

ServSafe® Food Handler

Employee Food Safety Online Course and Exam

Certificate Number 2889318 Date 5/3/2017

Expiration Date 5/3/2020

National Restaurant Association
175 W. Jackson Blvd, Ste. 1500
Chicago, IL 60604-2814
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

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REV02_2016

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: 05/18/2017

Business Name: JD s Taste of Chicago

Address: 4007 S ROGERS ST
Bloomington, IN 47403

Phone:

The following permit has been issued:

Permit No. 17-0018

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/18/2017
Effective Date: 05/18/2017
Expiration Date: 05/18/2018

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

Timothy N Clapp 5/18/2017

Inspector: Tim Clapp **Date**

Mobile Food Service Establishment

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

JD'S TASTE OF CHICAGO
DARWIN DAVIS
4007 S ROGERS ST
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.

2017

Issued MAY 19 2017

By Thomas W Sharpe

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of

BIG SKYD & ASSOCIATES INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation 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 Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, May 04, 2017.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 04, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201705041194098 / 7589556

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/04/2017 10:42 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Business Corporation Law.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	201705041194098
BUSINESS TYPE	Domestic For-Profit Corporation
BUSINESS NAME	BIG SKYD & ASSOCIATES INC
PRINCIPAL OFFICE ADDRESS	4007 S Rogers St, Blmgtn, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME	Leslie Davis
ADDRESS	4007 S Rogers St, Blmgtn, IN, 47403, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION	Perpetual
EFFECTIVE DATE	05/04/2017

ARTICLE IV - PRINCIPAL(S)

No Principal on record.

ARTICLE V - INCORPORATOR(S)

NAME	Darwin Davis
ADDRESS	4007 S Rogers St, Bloomington, IN, 47403, USA
NAME	Leslie Davis
ADDRESS	4007 S Rogers St, Bloomington, IN, 47403, USA

ARTICLE VI - GENERAL INFORMATION

AUTHORIZED SHARES	10

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
05/04/2017 10:42 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 CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS CORPORATION LAW AS AMENDED, EXECUTES THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **May 4, 2017**

SIGNATURE	Darwin Davis
TITLE	Incorporator

SIGNATURE	Leslie Davis
TITLE	Incorporator

Business ID : 201705041194098
Filing No : 7589556

EFTPS®
Electronic Federal Tax Payment System

4/20/2017

P: 14 T:86 10020026 PP1B-000025467
BIG SKYD & ASSOCIATES INC
JDS TASTE OF CHICAGO III
4007 S ROGERS ST
BLOOMINGTON IN 47403-4823

TIN/EIN
(Taxpayer Identification Number/Employee Identification Number)

82-1232615

PIN
(EFTPS Personal Identification Number)

6893

Dear Big Skyd & Associates Inc,

As a new business with a likely federal tax deposit obligation, you were enrolled in the Electronic Federal Tax Payment System (EFTPS), a free service of the U.S. Department of the Treasury.

To start making payments via EFTPS, follow these steps:

1. **Call 1.800.555.3453.** Enter your EIN and the four-digit PIN that appears in the box above. If you're calling from outside the U.S., please call 1.303.967.5916.
2. **Enter your financial institution information,** including account number, bank routing number, and account type (savings or checking) when instructed. The voice response system will repeat the number you entered so you can either confirm or correct the number.
3. **Re-enter your PIN.**
4. **Enter the phone number** of the person to contact if we have questions about your EFTPS enrollment. This could be you or a member of your staff.
5. **Record the enrollment number** and keep for future reference.

After you've completed your enrollment, you can make payments at **EFTPS.gov** or via the phone by following the steps listed on reverse side of this letter.

Please note: While you can schedule a payment as soon as you activate your enrollment, payments must be scheduled by 8 p.m. ET the day before the due date to be timely. The funds will move out of your bank account on the payment settlement date you select. Payments can be scheduled up to 365 days in advance.

If a payroll company, accountant, or other third party makes any federal tax payments for you, be sure to review this information with that entity.

If you need further assistance, please call customer service 24 hours a day, 7 days a week at 1.800.555.4477. If you are calling from outside the U.S., call 1.303.967.5916.

2017005992 FIRM $11.00
05/08/2017 01:07:39P 1 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

CERTIFICATE OF ASSUMED BUSINESS NAME

For persons (sole proprietorship; associations; or general partnerships) engaged in business under a name other their own (DBA)

STATE OF INDIANA, COUNTY OF MONROE

NAME OF BUSINESS: JD'S Taste Of Chicago

NATURE OF BUSINESS: Food Truck Business

ADDRESS OF BUSINESS: 4007 S. Roger St Bloomington In 47403

PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

Darwin Daks AT 4007 S. Roger St Bloomington In 47403
Name Address

_____ AT _____
Name Address

_____ AT _____
Name Address

_____ AT _____
Name Address

FORM PREPARED BY: _____

SECTION TO BE COMPLETED BY/IN PRESENCE OF NOTARY PUBLIC

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

Member's Signature	Printed Name	Capacity
	Darwin Daks	Mobile Food Truck Business

Subscribe and sworn to before me, this 8 *day of* May, 2017

Signature of Notary	Printed Name	County of Residence
	Christopher D. Noel	Lawrence

NOTARY PUBLIC SEAL INDIANA
CHRISTOPHER D. NOEL
Residing in Lawrence County
My Commission Expires
February 5, 2025

(Notaries only) my commission expires 2/5/2025.

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.

Darwin Daks

JD's
Taste Of Chicago
812.325.4859

812.325.4859
CINDY

Mobile Vendors Name	License Term	License Dates	Approved for Public Property
Big Cheez – 1	1 year	2-7-17 to 2-6-18	Y
Big Cheez – 2	1 year	2-7-17 to 2-6-18	Y
Thunder Hog BBQ	1 year	8-19-16 to 8-18-17	N
Vilven LLC dba Juancho's Munhies	1 Year	9-20-16 to 9-19-17	Y
La Pablana	1 Year	4-4-17 to 4-3-18	Y
Barisgo Coffee	1 Year	5-31-16 to 5-30-17	Y
STIR Mobile Coffee	1 Year	2-8-17 to 2-7-18	N
Kabobs Gyros on Wheels	1 Year	1-25-17 to 1-24-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 to 1-24-18	Y
Doner Kebab	1 Year	3-21-17 to 3-20-18	Y
Wagon Wheel 2	1 Year	6-30-16 to 6-29-17	N
Brown County Kettle Corn	1 Year	5-27-16 to 5-26-17	Y
King Dough	1 Year	7-14-16 to 7-13-17	N
Monster Egg Roll	1 Year	7-14-16 to 7-13-17	N
Kona Ice of Bloomington	1 Year	7-13-16 to 7-12-17	Y
Greens Keeper Foods	1 Year	10-4-16 to 10-3-17	Y
Mina's Kitchen, LLC	1 Year	10-11-16 to 10-10-17	N
Red Frazier Bison, LLP	6 Months	2-22-17 to 2-21-18	N
Limestone BBQ, LLC	1 year	2-21-17 to 2-20-18	Y
Comfort Catering, LLC	1 Year	2-22-17 to 2-21-18	Y
Wagon Wheel	1 year	6-31-16 to 6-30-17	Y
Great White Smoke, LLC	6 Months	3-17-17 to 9-16-17	N
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	6 Months	5-2-17 to 11-1-17	Y
Pili's Party Taco	6 Months	5-10-17 to 11-9-17	Y
JD's Taste of Chicago	1 year	5-30-17 to 5-29-18	PENDING
PUSHCARTS Names			
Uel Works, LLC	1 Year	5-31-16 to 5-30-17	Y RENEWAL
Gimmie Sum Moe	6 Months	2-7-17 to 8-6-17	Y
Chocolate Moose	1 Year	5-17-16 to 5-18-17	Y
Naughty Dog	1 Year	8-9-16 to 8-8-17	Y
Rasta Pops -1	6 Months	5-2-17 to 11-1-17	Y
Rasta Pops - 2	6 Months	5-2-17 to 11-1-17	Y

Board of Public Works
Staff Report

Project/Event: Bloomington Boogies Festival

Petitioner/Representative: Craig Brenner

Staff Representative: Sean Starowitz

Meeting Date: May 30, 2017

Craig Brenner will be hosting the Bloomington Blues & Boogie Woogie Piano Festival on Sunday August 13th, 2017. This will be the 3rd annual Bloomington Blues & Boogie Woogie Piano Festival. This year's festival has received support from Visit Bloomington, BUEA, Bloomington Arts Commission, Ivy Tech, Carmin Parker P.C., and Maple Grove Farms. Other supporters are listed at https://bloomingtonboogies.com/sponsors. Included in the packet are letters from nearby businesses/organizations affected with no complaints.

Mr. Brenner is requesting to reserve seven (7) parking spaces on the north side of W. 4th Street at the 100 block between the hours of 10:00 a.m. and 10:00 p.m. on Sunday, August 13, 2017 for the loading and unloading of equipment and later for food trucks and event tents. The sidewalk will remain open but a temporary fence structure will be installed due to Alcohol and Tobacco Commission requirements. He is also requesting a noise permit for amplified announcements and music.

This event application was sent to BPD and BFD for review but as of the time of this writing there have been no objections.

Staff supports the request.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-48

BLOOMINGTON BOOGIES

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

WHEREAS, Craig Brenner is desirous of using all parking spaces at the 100 block of the north side of W. 4th Street from Walnut to College in conjunction with a music festival event to be held on the John Waldron Arts Center Plaza; and,

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

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

1. The City declares that Craig Brenner may utilize the sidewalk and reserve all seven (7) parking spaces on the north side of the 100 block of W. 4th Street from Walnut to College from 10:00 a.m. until 10:00 p.m., which includes set up and tear down, on Sunday, August 13th, 2017 as part of a special event for the general public.

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

3. Craig Brenner will be responsible for removing all trash, picking up litter and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 10:00 p.m. on Sunday, August 13, 2017.

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

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

6. Craig Brenner shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

7. In consideration for the use of the City's property and to the fullest extent permitted by law, Craig Brenner, for himself, his officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and

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

ADOPTED THIS 30th DAY OF MAY, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard

Kelly M. Boatman

Dana Palazzo

Craig Brenner:

Signature

Printed Name

Position

May 30

CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Craig Brenner for Bloomington Boogies		
Contact Phone:	812-334-0415	Mobile Phone:	812-929-1784
Title/Position:	Festival Organizer		
Organization:	Bloomington Blues & Boogie Woogie Piano Festival		
Address:	c/o Craig Brenner, 1101 S. Fess Ave.		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	craigbrennerboogies@gmail.com		
Organization E-Mail and URL:	https://bloomingtonboogies.com/home		
Org Phone No:	812-334-0415	Fax No:	NA

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

Organization Name:	Ivy Tech John Waldron Arts Center (One Major Sponsor) Attn. Paul Daily		
Address:	122 S. Walnut St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	pdaily3@ivytech.edu		
Phone Number:	812-330-4400	Mobile Phone:	
	Other Major Sponsors: VisitBloomington, BUEA, Carmin Parker PC, Maple Grove Farms LP, and additional supporters listed at https://bloomingtonboogies.com/sponsors		
Organization Name:	**Food/Beverage Vendors**: DATS on Grant, 211 S. Grant, 47408; La Poblana Taco Truck, David Howard, 574-532-9587; Limestone BBQ Catering, Gary Tarter and John Smith, 812-322-5157; Cardinal Spirits, 922 S. Morton, 47403; Salt Creek Brewery, Brad Hawkins, 812-277-8277.		

JOHN HAMILTON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk **X** Festival ❑ Block Party ❑ Parade ❑ Other (Explain below in Description of Event)	
Date(s) of Event:	8/13/2017	
Time of Event:	Date: 8/13/17 Start: 1 PM Date: 8/13/17 End: 8 PM	
Setup/Teardown time Needed	Date: 8/13/17 Start: 10 AM Date: 8/13/17 End: 10 PM	
Calendar Day of Week:	Sunday	
Description of Event:	The 3rd Bloomington Blues & Boogie Woogie Piano Festival is Sunday, Aug. 13, (with additional school activities Monday, Aug. 14, 2017), offering residents and visitors opportunities to listen and dance to acclaimed blues and boogie woogie pianists from around the world! The festival includes the following, with those that are in bold requiring a permit: • **Ticketed performances in the Ivy Tech Waldron Auditorium and free performances on the Arts Plaza, 122 S. Walnut St., on Sunday, Aug. 13. Music begins outside at 1 p.m. and continues in- and outside all day. Artists include Bob Seeley, Bruce "Sunpie" Barnes, Alfred "Uganda" Roberts, Bill Sims, Jr., Liz Pennock & Dr. Blues, Rob Rio, Kenny "Blues Boss" Wayne, Mitch Woods, Josh Paxton, Katharina Alber and Cassidy Gephart, local pianists, rhythm section and professional swing dancers. Tickets will be available at the BCT Box Office** • **Food and beverages from DATS on Grant (Cajun/Creole), La Poblano Taco Truck (Mexican), Limestone BBQ & More Catering, Cardinal Spirits, and Salt Creek Brewery, will be available for purchase** • Bloomington Boogies After Hours at Malibu Grill on the Square, 106 N. Walnut St., with free performances Sunday from 8–10:30 p.m.; • A limited number of free tickets for students • Concerts at Fairview and Templeton Elementary Schools on Aug. 14 • Blues and Boogie Woogie Piano Workshops at the schools on Aug. 14	
Expected Number of Participants:	1,500 at all venues, including schools; several hundred at the Waldron	Expected # of vehicles (Use of Parking Spaces to close): 7 spaces – all spaces on the north side of 4th St., between Walnut & College.

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

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

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

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

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

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

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

8.

CHECKLIST

☐	Determine what type of Event
☐	Complete application with attachment ☐ Detailed Map ☐ Proof of notification to businesses/residents (copy of letter/flyer/other) ☐ Maintenance of Traffic Plan ☐ Noise Permit Application (if applicable) ☐ Certificate of Liability Insurance ☐ Secured a Parade Permit from Bloomington Police Department (if applicable) ☐ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) ☐ Waste and Recycling Plan (if applicable)
☐	Date Application will be heard by Board of Public Works May 30, 2017
☐	Approved Parks Special Use Permit (if using a City Park)
☐	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only No responses other than Sustainability at this time

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		

	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomington Blues & Boogie Woogie Piano Festival		
Location of Event:	Ivy Tech Waldron Arts Center Arts Plaza		
Date of Event:	8/13/17	Time of Event:	Start: 1 PM
Calendar Day of Week:	Sunday		End: 8 PM
Description of Event:	The 3rd Bloomington Blues & Boogie Woogie Piano Festival is Sunday, Aug. 13, (with additional school activities Monday, Aug. 14, 2017), offering residents and visitors opportunities to listen and dance to acclaimed blues and boogie woogie pianists from around the world! The festival includes the following: • Ticketed performances in the Ivy Tech John Waldron Auditorium and free performances on the Arts Plaza, 122 S. Walnut St., on Sunday,		

	Aug. 13. Music begins outside at 1 p.m. and continues in- and outside all day. Artists include Bob Seeley, Bruce "Sunpie" Barnes, Alfred "Uganda" Roberts, Bill Sims, Jr., Liz Pennock & Dr. Blues, Rob Rio, Kenny "Blues Boss" Wayne, Mitch Woods, Josh Paxton, Katharina Alber, and Cassidy Gephart, local pianists, rhythm section and dancers. Tickets will be available at the BCT Box Office • Food and beverages from DATS on Grant (Cajun/Creole), La Poblano Taco Truck (Mexican), Limestone BBQ & More Catering, Cardinal Spirits, and Salt Creek Brewery, will be available for purchase Sunday • Bloomington Boogies After Hours at Malibu Grill on the Square, 106 N. Walnut St., with free performances Sunday from 8–10:30 p.m.; • A limited number of free tickets for students • Concerts at Fairview and Templeton Elementary Schools on Aug. 14 • Blues and Boogie Woogie Piano Workshops at the schools on Aug. 14			
Source of Noise:	☐ Live Band	X Instrument	☐ Loudspeaker	Will Noise be Amplified? x Yes ☐No
Is this a Charity Event?	☐Yes x No	If Yes, to Benefit:		

Applicant Information

Name:	Craig Brenner		
Organization:	Bloomington Boogies	Title:	Festival Organizer
Physical Address:	Ivy Tech Waldron Arts Plaza		
Email Address:	craigbrennerboogies@gmail.com	Phone Number:	812-334-0415
Signature:	*Craig Brenner*	Date:	5/4/17

FOR CITY OF BLOOMINGTON USE ONLY

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

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

Waste and Recycling Management Plan Template

Event name: _Bloomington Boogies_____
Number of expected attendees: 400 at Ivy Tech Waldron_____
Number of food vendors: _ 5 (3 food, 2 beverage)_____
Number of other vendors: 0_____

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

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

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

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

Type of waste	Collection plan
Food & beverage containers	Recycling and Trash
Mixed paper	Recycling in on-site, designated bins staffed by volunteers
Food waste	Waste bins

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

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

Volunteers will collect and transport recycling to local recycling location; trash will be bagged for pick-up at Waldron.

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

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

Volunteers will receive written and oral waste and recycling instructions.

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

Downtown Bloomington will be contacted and asked to provide recycling containers, as it has done for the first two festivals.

Sustainability

Laurel Waters <watersl@bloomington.in.gov>

Re: Bloomington Blues & Boogie Woogie Piano Festival

1 message

Craig Brenner <craigbrennerboogies@gmail.com> Wed, May 24, 2017 at 12:36 PM
To: Laurel Waters <watersl@bloomington.in.gov>
Cc: Jacqueline Bauer <bauerj@bloomington.in.gov>

Hi Laurel and Jacqui, This is the third year of the festival at the same location. Each year we use recycling bins provided by the Convention Center, and trash bins provided by the Ivy Tech Waldron. The trash bins will be paired with the recycling containers, so that there will be both trash and recycling bins adjacent to the food areas on the Arts Plaza and also inside the 4th street entrance to the Ivy Tech Waldron.

A volunteer will be assigned to coordinate and monitor the trash/recycling operations to assure separation. The document I used for the drawing was provided by ITS and is fairly small. The containers for recycling and trash will be located next to the tents (food and beverage) shown on the existing drawing. Please let me know if this description suffices or if you need me to send another drawing with more detail. Please note: in case of rain, outdoor activities and containers will move into the Rose Firebay.

Thanks. Craig

On Wed, May 24, 2017 at 12:04 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:
Please see comments from Jacqui Bauer, Sustainability Coordinator with the City. Please review her requests and respond. Also, if you could submit another layout with the requested inclusions.

Thank you,
Laurel

---------- Forwarded message ----------
From: **Jacqueline Bauer** <bauerj@bloomington.in.gov>
Date: Wed, May 24, 2017 at 11:55 AM
Subject: Re: Bloomington Blues & Boogie Woogie Piano Festival
To: Laurel Waters <watersl@bloomington.in.gov>

Hi Laurel! I'd like to see a little more detail on where the trash/recycling bins will be, and just need to confirm that trash bins will all be paired with recycling.

Is it possible to have a volunteer staff a waste station to make sure that recycling and trash are separated properly? It's not a very big area, so it might be possible to have a very limited number (1-2) rather than distributing them all over.

Happy to talk to Craig to work out a plan if needed!

jacqui

On Tue, May 23, 2017 at 5:04 PM, Laurel Waters <watersl@bloomington.in.gov> wrote:
This application is FYI it is not a street closing, but a temporary sidewalk closures, as well as parking spaces reserved. There will be alcohol served. It is the 3rd year for this event, the second at this location. Please review and give me your thoughts.

Thank you,
Laurel

--

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

--

Jacqui Bauer, ISSP-SA
Sustainability Coordinator
Dept. of Economic & Sustainable Development
City of Bloomington
812.349.3837
bauerj@bloomington.in.gov
Facebook: www.facebook.com/sustainbtown
Twitter: @sustainbtown

--

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

See attached emails

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

The festival organizer, Craig Brenner, will be responsible for implementing the waste and recycling management plan. He will be assisted by designated volunteers.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for _____.

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

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:

WFHB

Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

Re: 2017 Bloomington Blues & Boogie Woogie Piano Festival

1 message

Jar Turner <manager@wfhb.org> Fri, Apr 28, 2017 at 3:55 PM
To: Craig Brenner <craigbrennerboogies@gmail.com>

I support your application and I'm looking forward to it!

Jar Turner
General Manager

WFHB 91.3 / 98.1 / 100.7 / 106.3 FM
108 W. 4th Street
Bloomington, IN 47404

(812) 323-1200
http://www.wfhb.org

On Fri, Apr 28, 2017 at 12:25 PM, Craig Brenner <craigbrennerboogies@gmail.com> wrote:

Hi Jar,

The 3rd annual Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 13, 2017, from1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We are applying for a special event permit for use of the right or way: we again want to use the sidewalk on 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve all the spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those same hours. Of course access to WFHB will remain open and will not be blocked.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at the Board's meeting scheduled for 5:30 p.m., May 30, 2017, in the Council Chambers at Showers Center City Hall, 401 N. Morton St.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office on Friday, May 26, 2017, prior to the Tuesday, May 30, 2017 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also send an email to me that I will attach to our application and forward to the BPW.

We appreciate your support of the festival.

Thanks.

Craig Brenner
Bloomington Boogies
c/o 1101 S. Fess Ave.
Bloomington, IN 47401
Tel. 812-334-0415
https://bloomingtonboogies.com/home

Ivy Tech Waldron

Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

Support

1 message

Paul C Daily <pdaily3@ivytech.edu> Fri, Apr 28, 2017 at 3:52 PM
To: "Craig Brenner (craigbrennerboogies@gmail.com)" <craigbrennerboogies@gmail.com>

Hi Craig,

We here at Ivy Tech have been a strong supporter of the annual Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) since its inception. We are excited to host it again this year on Sunday, Aug. 13, 2017, from1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We support your application for a special event permit for use of the right of way to use the sidewalk on the north side of 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m. We support your use of all parking spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those hours.

Please feel free to reach out to me if you have any questions about our support.

Paul

Paul C. Daily
Dean of Fine Arts

Ivy Tech Community College

Artistic Director

Ivy Tech John Waldron Arts Center

Changing Lives. Making Indiana Great.

Experience **MORE**

(front desk) 812-330-4400 | (office) 812-330-6240

Ivy Tech John Waldron Arts Center | 122 S. Walnut St. | Bloomington, IN 47404

Best Taste Chinese Restaurant

Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

Re: 2017 Bloomington Blues & Boogie Woogie Piano Festival

1 message

Eric Hou <erichou1105@gmail.com> Thu, May 4, 2017 at 3:07 PM
To: Craig Brenner <craigbrennerboogies@gmail.com>

That is ok. Good luck!

Have a nice day!
Eric

2017-04-28 12:37 GMT-04:00 Craig Brenner <craigbrennerboogies@gmail.com>:

Hi Eric,

The 3rd annual Bloomington Blues & Boogie Woogie Piano Festival (Bloomington Boogies) will be Sunday, Aug. 13, 2017, from1 p.m. - 8 p.m., in and outside the Ivy Tech John Waldron Arts Center.

We are applying for a special event permit for use of the right or way: we again want to use the sidewalk on the north side of 4th Street adjacent to the Ivy Tech Waldron Arts Center between Walnut, and the alley next to WFHB, between the hours of 10 a.m. - 10 p.m., and to reserve all parking spaces on the north side of 4th Street between Walnut and College for use by festival vehicles during those hours. We are contacting Best Taste - Bloomington as an adjacent property.

Our application for the permit will be reviewed for approval by the Board of Public Works of Bloomington at the Board's meeting scheduled for 5:30 p.m., May 30, 2017, in the Council Chambers at Showers Center City Hall, 401 N. Morton St.

Our proposal for this permit for Bloomington Boogies will be on file and may be examined in the Public Works office on Friday, May 26, 2017, prior to the Tuesday, May 30, 2017 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

If you support our application, or if you have no objections to our request, you may also send an email to me that I will attach to our application and forward to the BPW.

We appreciate your support of the festival and hope you will join us. Please let me know if we can provide additional information.

Thanks.

Craig Brenner
Bloomington Boogies
c/o 1101 S. Fess Ave.
Bloomington, IN 47401
Tel. 812-334-0415
https://bloomingtonboogies.com/home

Indiana Limestone

Gmail

Craig Brenner <craigbrennerboogies@gmail.com>

Received your message!

1 message

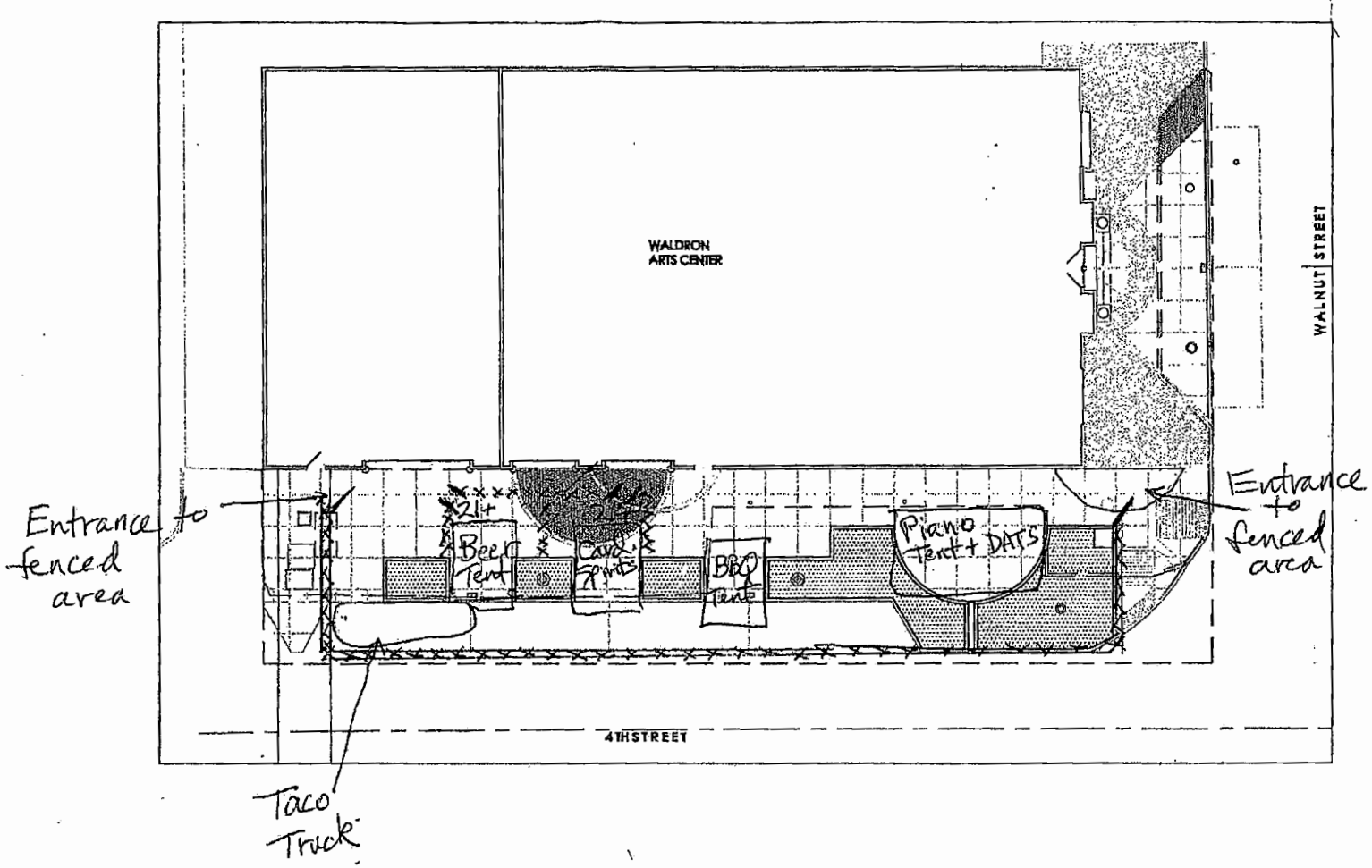
Laura Cooper <lcooper@ilco.com> Thu, May 4, 2017 at 2:07 PM
To: craigbrennerboogies@gmail.com

Thank you for informing us of the parking ban on 4th street on Sunday, August 13. Please let me know if you need further assistance!

--

Laura Cooper
Human Resources Leader
INDIANA
LIMESTONE

123 S. College Ave., Bloomington, IN 47404
Office 812.287.7520 | **Cell** 614.907.1121



IVY TECH
JOHN WALDRON ARTS CENTER, 122 S, Walnut Street
STREETSCAPE

Board of Public Works
Staff Report

Project/Event: IU Student Life and Learning Involvement Fair

Staff Representative: Sean Starowitz

Petitioner/Representative: Valerie Nettleton

Date: May 30, 2017

Report: IU Student Life and Learning would like to close 7th Street between Woodlawn and Indiana on August 28th from 6 am until 7 pm for the Student Involvement Fair as they have done in the past. Dunn Meadow will also be used and carnival games, food trucks, live music and other attractions will be part of the festivities. As requested by Planning and Transportation, Type 3 barricades will be placed at all intersections. BPD and BFD have approved this request.

Recommendation and Supporting Justification: The petitioners have provided a traffic control plan, will provide insurance and traffic control. The event is in a campus area. A noise waiver has been included in the resolution as well as a hold harmless clause.

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

BOARD OF PUBLIC WORKS
RESOLUTION 2017 -49

IU STUDENT LIFE AND LEARNING INVOLVEMENT FAIR

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

WHEREAS, IU Student Life and Learning has requested use of city streets to conduct a student involvement fair; and

WHEREAS, IU Student Life and Learning has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets may be utilized: E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue.

2. The street closures outlined above are for the purposes of allowing IU Student Life and Learning to provide an event of high quality that is mutually beneficial to participants and the community on Monday, August 28, 2017.

3. IU Student Life and Learning shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. IU Student Life and Learning agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU Student Life and Learning agrees to close the streets not before 6 a.m. on Monday, August 28, 2017 and to remove barricades and signage by 7:00 p.m. on Monday, August 28, 2017.

4. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 7:00 p.m. on Monday, August 28, 2017.

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

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

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

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

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

ADOPTED THIS 30th DAY OF MAY, 2017.

BOARD OF PUBLIC WORKS:	**IU STUDENT LIFE AND LEARNING**
_____	_____
Kyla Cox Deckard	Signature
_____	_____
Kelly M. Boatman	Printed Name
_____	_____
Dana Palazzo	Position
	_____
	Date

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Valerie Nettleton		
Contact Phone:	812-855-4311	Mobile Phone:	860-803-3116
Title/Position:	Student Life and Learning		
Organization:	Indiana University Bloomington		
Address:	900 E. 7th Street		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	sif@indiana.edu		
Organization E-Mail and URL:	iusll@indiana.edu		
Org Phone No:	812-855-4311	Fax No:	

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

Organization Name:	none		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	❑Metered Parking Space(s) ❑Run/Walk ❑ Festival ❑ Block Party ❑ Parade x❑ Other (Explain below in Description of Event)	
Date(s) of Event:	Monday, August 28, 2017	
Time of Event:	Date: 08/28/17 Start: 2:00pm Date: 08/28/17 End: 6:00pm	
Setup/Teardown time Needed	Date: 08/28/17 Start: 6:00am Date: 08/28/17 End: 7:00pm	
Calendar Day of Week:	Monday	
Description of Event:	The Student Involvement Fair is the one event on campus where student organization, campus departments and local community agencies have tables and are available to speak with students. This event is open to our student body to come learn more about their engagement opportunities. This is an annual event that has been happening for many years. This will be the third year we are requesting to close a portion of 7th Street. The event will take place in Dunn Meadow and on a section of 7th Street.	
Expected Number of Participants:	12,000	Expected # of vehicles (Use of Parking Spaces to close): 0

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

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

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

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

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

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

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

8. CHECKLIST

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

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan Template

Event name: **Indiana University Student Involvement Fair**
Number of expected attendees: **12,000**
Number of food vendors: **0**
Number of other vendors: **0**

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan. – **Benjamin Stalvey (in conjunction with IU Grounds Dept.)**

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

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

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

Type of waste	Collection plan
General Waste	Bins placed throughout event
Recycling	Recycling in on-site, designated bins
Paper Cups	In designated bins at water stations

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

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc. – **IU Grounds Department will be overseeing the hauling and disposal of all waste in line with their standard operating procedure. We will have signs at the event directing waste to the proper locations. Information about recycling and waste disposal will be sent to participantes when they register as part of their confirmation. We also encourage our participants to 'go paperless' to reduce the amount of waste produced by the event overall.**

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

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

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

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

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for _____.

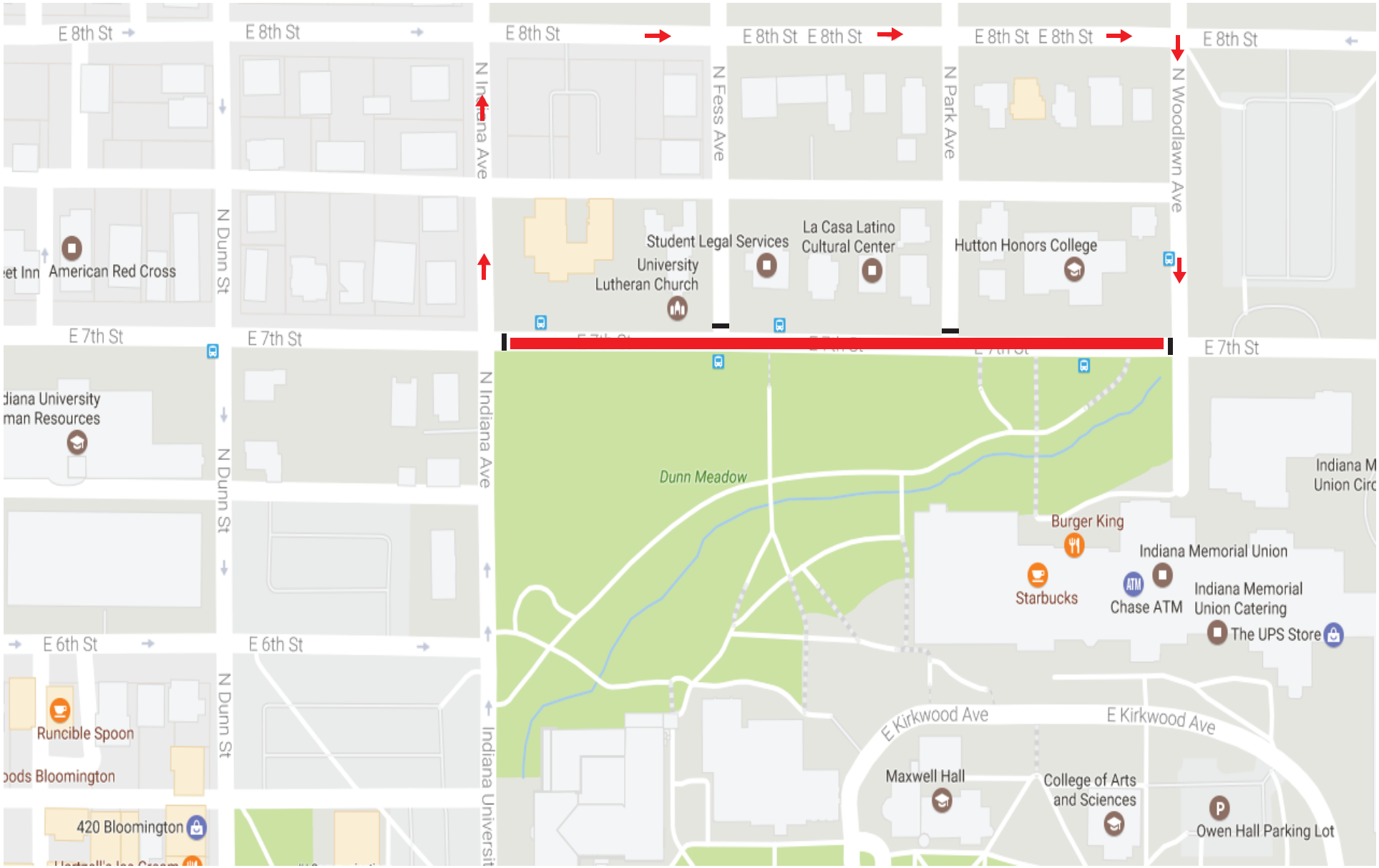
The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

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

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:
DATE:



Road Closure

Detour

Type 3 Barricade

7th Street
Fess
SLS
GLBT
La Casa
Park
Indiana Avenue
Woodlawn
Water
Water
Stage/WIUX
Bridge
Bridge
Registration Tables (x5)
Involvement
Advisors
SLL Staff
Trash Bin
Recycle Bin

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/26/2017	Payroll				389,548.96
					389,548.96

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 **$ 389,548.96**

DATED THIS 30th DAY OF MAY YEAR OF 2017.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event:	Shack-Ups Kickstarter Bash
Petitioner/Representative:	Drew Schrader
Staff Representative:	Christina Smith
Date:	May 30, 2017

Report: Oddball Fermentables is hosting their Shack-Ups Kickstarter Bash that will extend into their parking lot, on Friday, June 9, 2017, from 6 p.m. to 10 p.m. The amplified sound would end before 9 p.m. They are anticipating a crowd of 20-30 people at any one time.

The event coordinator has provided notice to the surrounding neighbors of the event and the requested noise permit.

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.

812.361.7117

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

Event and Noise Information

Name of Event:	Shack-ups Kickstarter Bash		
Location of Event:	Oddball Fermentables 1211 S. Walnut 47401		
Date of Event:	6/9/2017	Time of Event:	Start: 6pm
Calendar Day of Week:	Friday		End: 10pm
Description of Event:	Extending normal Oddball seating to parking lot for the evening. Additional tables + food truck. Band to play 2-4 short (15-20min) sets in support of album, ending before 9pm. Family friendly - anticipate 20-30 people outside at a given time.		
Source of Noise:	☒ Live Band ☐ Instrument ☐ Loudspeaker	Will Noise be Amplified?	☒ Yes ☐ No
Is this a Charity Event?	☐ Yes ☐ No	If Yes, to Benefit:	

open to the public

ideally - can discuss acoustic option

Applicant Information

Name:	Drew Schrader		
Organization:	Oddball Fermentables	Title:	Owner
Physical Address:	1211 S. Walnut St	47401	
Email Address:	Oddball@OddballCyser.com	Phone Number:	
Signature:	[signature]	Date:	5/24/17

We also plan to speak with each of our surrounding neighbors to see if there any possible concerns prior to the event.

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

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

Notice of Public Meeting Letter

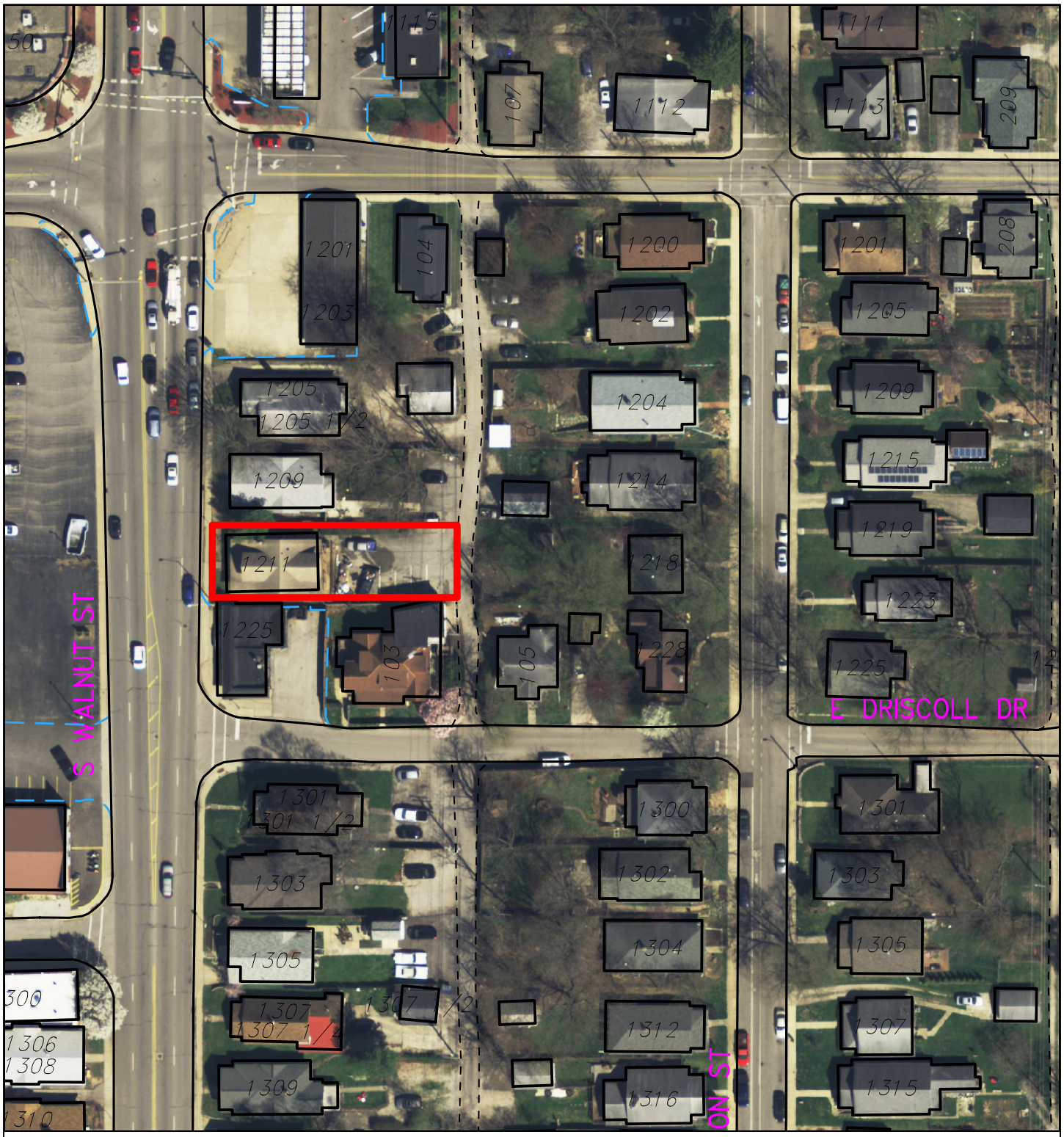
The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a Noise Permit request for a special event at 1211 S. Walnut St. for Oddball Fermentables which is tentatively scheduled for Friday, June, 9, 2017 from 6 p.m. to 9 p.m. The Board of Public Works meeting to hear this request will be held on May 30, 2017. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton St. (Room 115) at 5:30 p.m. All persons interested in said proposal may be heard at the time as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written or verbal objections filed prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Oddball Fermentables
Date: 5/25/2017

Information about the event:

Oddball Fermentables is excited to host a special event in support of the Kickstarter for an album release for our friends The ShackUps. This family friendly event is open to the public and will feature musical sets from The ShackUps. Oddball is donating a portion of drink sales to the Kickstarter and attendees will have the opportunity to donate as well. Our hope is to partner with a food truck for the evening, though we have not confirmed a partner. As a small venue, we anticipate 20-30 people attending and the short – 15-20 min – musical sets to end before 9pm.



Shack-ups Kickstarter Bash Noise Permit

Event: 6/9/17 from 6-10pm Amplified Sound: Ending by 9pm

By: hoseav

25 May 17

80 0 80 160 240

N

City of Bloomington
Public Works

Scale: 1" = 80'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: 17th Street Sidewalk Project (MCCSC to Maple)

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: May 30, 2017

The Planning & Transportation Department recently solicited quotes for the construction of a new sidewalk on the south side of West 17th Street from the MCCSC property to Maple Street.

Staff received three quotes for this project. The results are as follows:

Crider & Crider, Inc.- $145,435.00

Milestone Contractors- $146,500.00

Groomer Construction- $174,615.00

Staff has reviewed the quotes received and recommends awarding the contract to Crider & Crider, Inc. for the 17th Street Sidewalk Project (MCCSC to Maple).

Funding for this project is provided by a Community Development Block Grant, administered through the City of Bloomington Housing and Neighborhood Development Department.

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

CRIDER & CRIDER, INC.

FOR

17th Street Sidewalk Project (MCCSC to Maple)

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Crider & Crider, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the construction of a new five foot wide sidewalk along the south side of 17th Street from the MCCSC property to Maple Street, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before 8/4/2017, 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Forty-Five Thousand Four Hundred Thirty-Five Dollars and Zero Cents, ($145,435.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of $100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

4.04 **Withholding Funds for Completion of Contract** **If**, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds

withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
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:

	Coverage	Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee

C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
Products/Completed Operation	$1,000,000
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage (any one fire)	$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 **Amendments/Changes**

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

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

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

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

5.12 **Performance Bond and Payment Bond**

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		Crider & Crider, Inc.
Attn: Matt Smethurst, Project Manager		Attn: Jeff Crider, Vice President
P.O. Box 100 Suite 130		1900 Liberty Drive
Bloomington, Indiana 47402		Bloomington, IN 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 fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 **Steel or Foundry Products**

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

steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

> "Products cast from ferrous and nonferrous metals by foundries in the United States."

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

BY:

_____
Contractor Representative

_____
Printed Name

_____
Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

17th Street Sidewalk Project (MCCSC to Maple)

This project shall include, but is not limited to the placement of a five foot wide concrete sidewalk, storm sewer work, adjusting various castings to grade, and sodding all disturbed areas along the south side of West 17th Street from the MCCSC property to North Maple Street. All work shall be completed as shown on the plans and as detailed in the specifications included with this packet.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
   (job title)
   _____.
   (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.

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

4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.

5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.

6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

	Trench Safety Measure	**Units of Measure**	**Unit Cost**	**Unit Quantity**	**Extended Cost**
A.					
B.					
C.					
D.					
				Total	**$_____**

Method of Compliance (Specify) _____

_____

Date: _____, 20_____

_____
Signature

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20_____.

My Commission Expires: _____ _____
Signature of Notary Public

County of Residence: _____ _____
Printed Name of Notary Public

*Quoters: Add extra sheet(s), if needed.

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"AFFIDAVIT"

STATE OF _____)

)SS:

COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
   a. (job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____

Signature

_____

Printed Name

STATE OF _____)

)SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

_____

Notary Public's Signature

_____

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ESCROW AGREEMENT

17th Street Sidewalk Project (MCCSC to Maple)

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and Crider & Crider, Inc., (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of $100,000 or more, dated the _____ day of _____, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.

2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.

3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.

4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.

5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

   A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.

   B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the

services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.

7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:
City of Bloomington
Board of Public Works
By:

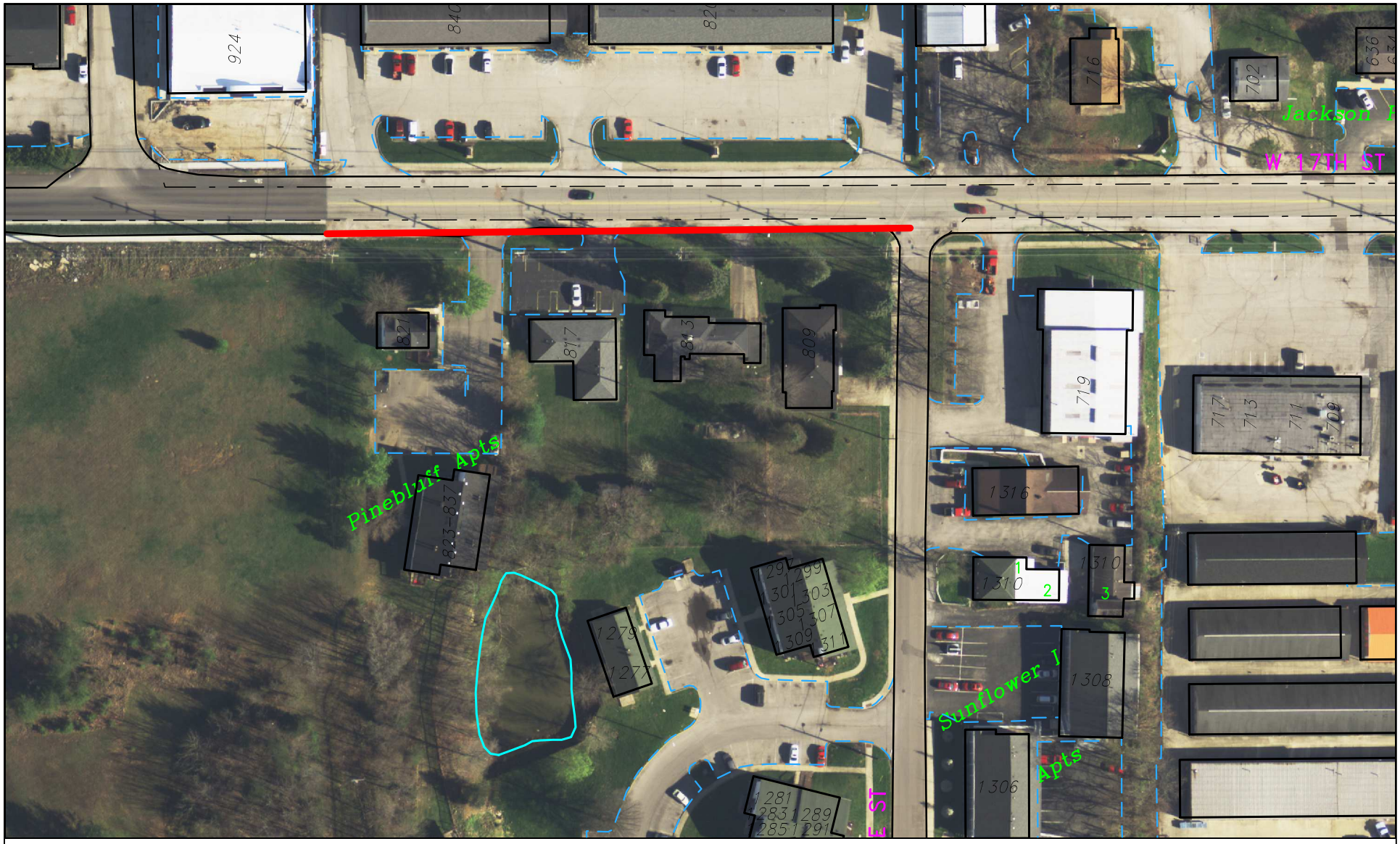
_____
Kyla Cox Deckard, President

ESCROW AGENT:
First Financial Bank
By:

_____
Name:_____
Title:_____

CONTRACTOR:
By:

_____
Name:_____
Title:_____
Tax I.D. Number:_____



By: smethurm
24 May 17

100 0 100 200 300 400

For reference only; map information NOT warranted.

N

City of Bloomington
Planning & Transportation

Scale: 1" = 100'

Board of Public Works
Staff Report

Project/Event: Change Order #1 for Morningside Drive Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: May 30, 2017

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

There were three claims submitted by the contractor for additional work performed totaling $595.00. Two of the claims were for additional tree removal. The other claim was for adding wire mesh to a concrete driveway.

The original contract amount for the project was $111,234.00. Change Order #1 will result in an increase to the contract of $595.00. The new contract sum including this change order will be $111,829.00.

This project is locally funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the Morningside Drive Sidewalk Project

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

CITY OF BLOOMINGTON

Date: May 10, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number**: 1

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for additional tree removal at 4021 East Morningside Drive.

Amount: $ 235.00

Contractor's Signature: Richard Groomer

Date: 5/16/17

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 5/17/17

CITY OF BLOOMINGTON

Date: May 10, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number**: 2

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for placing wire mesh in the driveway at 4021 East Morningside Drive.

Amount: $ 135.00

Contractor's Signature: Richard Groomer

Date: 5-16-17

Work amount accepted
Yes X
No ___

Project Manager Matt Smothurst

Date: 5/17/17

CITY OF BLOOMINGTON

Date: May 10, 2017

Field Change Request

Project: Morningside Drive Sidewalk Project **Number**: 3

Contractor Name: Groomer Construction

Contact: Richard Groomer

Subject: Please provide a quote for additional tree removal at 4309 East Morningside Drive.

Amount: $ 225.00

Contractor's Signature: Richard Groomer

Date: 5-16-17

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 5/17/17

CHANGE ORDER

			Requested By:	
Project Name:	Change Order Number:	1	Owner	x
			Engineer	
Morningside Drive Sidewalk Project	Date of Change Order:	Tuesday, May 23, 2017	Contractor	
			Field	
Contractor:	Engineer's Project #:		Other	
Groomer Construction, Inc.	NTP Date:	Tuesday, April 04, 2017		
6535 West Ison Road	Allowable Calendar Days	100 (includes holiday's)		
Bloomington, Indiana 47403	Original Completion Date	Saturday, July 29, 2017		

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional tree removal at 4021 Morningside Drive		/	235.00
2	Placing wire mesh in drieway at 4021 Morningside Drive		/	135.00
3	Additional tree removal at 4309 Morningside Drive		/	225.00
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	$111,234.00
The net change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$111,234.00
The Contract Sum will be changed by this Change Order in the amount of:	$595.00
The new Contract Sum including this Change Order will be:	$111,829.00
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Saturday, July 29, 2017

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

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

FORM 10-1001

WINCHESTER

Board of Public Works
Staff Report

Project/Event: Change Order #3 for W. 17th Street Sidewalk Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: May 30, 2017

Change Order #3 consists of claims for additional work performed that were not part of the original contract.

There were two claims submitted by the contractor for additional work performed totaling $2,366.06. The first claim was for the placement of filter fabric and bark mulch. The second claim was for adjusting a stormwater grate.

The previous contract amount for the project was $521,621.77. Change Order #3 will result in an increase to the contract of $2,366.06. The new contract sum including this change order will be $523,987.83.

This project is TIF funded.

Staff has reviewed the proposed change order and recommends approval of Change Order #3 for the W. 17th Street Sidewalk Improvements Project

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

CITY OF BLOOMINGTON

Date 2/28/2017

Field Change Request

Project: 17th Street Sidewalk Project **Number:** 12

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Please provide a quote for the placement of filter fabric and bark mulch in the area behind the retaining wall and in the curbed island at Smokin Jacks.

Amount: $ 1,741.33

Contractor's Signature: Garrett Gough

Date: 5-4-2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smethurst

Date: 5/24/17

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

2520 W. Industiral Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 5/4/2017
Contract
Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #12, Geotextile and Mulch at Smokin Jacks

Labor 109.05 (a)

Employee	Craft	Hrs					Total Hrs	Base Rate	Total
	Laborer	2					2	$ 22.62	$ 45.24
	Operator							$ 31.30	$ -
	Combo (Teamster/Laborer)							$ 29.01	$ -
	Foreman	2					2	$ 33.30	$ 66.60
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -

Total Labor $ 111.84 (1)
Line 2 Deleted. (2)

Fringes

Laborers	2	Hrs x	$ 12.96	=	$ 25.92	
Operators	2	Hrs x	$ 19.51	=	$ 39.02	
Carpenters		Hrs x	$ 19.48	=	$ -	

Total Fringes $ 64.94 (3)

Worker's Compensation	10.09% x (Lines 1&2)	$	11.28	(4)
General Liability Insurance	4.40% x (Lines 1&2)	$	4.92	(5)
Line 6 Deleted	x (Lines 1&2)			(6)
State Unemployment	8.00% x (Lines 1&2)	$	8.95	(7)
Federal Unemployment	1.50% x (Lines 1&2)	$	1.68	(8)
FICA	7.65% x (Lines 1&2)	$	8.56	(9)
Travel Allowance or Subsistence (Note #3)		$	-	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		$	212.17	(11)
20% x Line (11)		$	42.43	(12)
Grand Total Labor Lines (11) + (12)		$	254.60	(13)

Insurance			(14)
Taxes			(15)
Total: Line (14) + (15)		$ -	(16)
10% x Line (16)		$ -	(17)
Grand Total for Insurance, Taxes: Line (16) + (17)		$ -	(18)

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight					Total
Geotextile	180	sys	$ 0.85							$ 153.00
		ea	$ -							$ -
		ea	$ -							$ -
										$ -

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Total Materials	$	153.00	(19)
10% x Line (19)	$	15.30	(20)
Grand Total Materials Line (19) + (20)	$	168.30	(21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs					Total Hours	Kelley Blue Book Ownership Rate	Kelley Blue Book Operating Rate	Kelley Blue Book Total Rate/Hr	Total
Cat Backhoe							$ 17.31	$ 15.75	$ 33.06	$ -
Cat Backhoe w/Hoeram							$ 27.31	$ 30.75	$ 58.06	$ -
Bobcat Skid Steer							$ 18.58	$ 16.60	$ 35.18	$ -
Single Drum Compactors							$ 17.93	$ 26.40	$ 44.33	$ -
E&B Tandem Dump Truck							$ 20.00	$ 27.25	$ 47.25	$ -
Pickup Truck	2					2	$ 3.44	$ 15.95	$ 19.39	$ 38.78
Linkbelt Excavator							$ 51.41	$ 42.20	$ 93.61	$ -
Cat Excavator with Hoeram							$ 69.56	$ 54.20	$ 123.76	$ -
Rental Equipment	**Hrs**					**Invoice Number**	**Hours**	**FHWA Op. Rate**	**Rental Rate**	**Total**
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -

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Total Contractor Owned Equipment	$ 38.78	(22)
Rented Equipment (Attach Daily Copies of Invoices)	$ -	(23)
Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	$ -	(24)
Total Lines (22), (23), (24)	$ 38.78	(25)
12% x Line (25)	$ 4.65	(26)
Grand Total Equipment Lines (25) + (26)	$ 43.43	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			$ 94.00							$ -
Lowboy Haul										$ -
Flatbed Haul										$ -

Total Materials	$ -	(28)
10% x Line (28)	$ -	(29)
Grand Total Materials Line (28) + (29)	$ -	(30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
CA Fulkerson	150.00 sys	$ 8.50				$ 1,275.00
		$ -				$ -
	ls	$ -				$ -

Total Subcontract Month Ending	$ 1,275.00	(31)
Total Subcontract to Date	$ 1,275.00	(32)
10% x Line (32) $3,000 or Less	$ 127.50	(33)
7% x Line (32) over $3,000	$ -	(34)
Grand Total Subcontract Lines (32), (33), (34)	$ 1,275.00	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	$ 1,741.33	(36)
	_____ Bond Rate Based Upon Line 36	$ -	(37)
	10% x Line (37)	$ -	(38)
	Total Extra Work Lines (36), (37), (38)	**$ 1,741.33**	(39)

CITY OF BLOOMINGTON

Date 3/23/2017

Field Change Request

Project: 17th Street Sidewalk Project **Number:** 13

Contractor Name: E & B Paving

Contact: Garrett Gough

Subject: Please provide a quote for adjusting the slope of the grate on the backside of the sidewalk at Sta. 56+15 so that the water ponding to the immediate south of the grate will flow into the grate.

Amount: $ 624.73

Contractor's Signature: Garrett Gough

Date: 5-4-2017

Work amount accepted
Yes X
No ___

Project Manager Matt Smothurst

Date: 5/24/17

E&B PAVING.Inc
World-Class Solutions at a Local Level™

2520 W. Industiral Park Drive
Bloomington, IN 47404
Phone (812) 334-7940
FAX (812) 334-7941
www.ebpaving.com

Date 5/4/2017
Contract
Project 17th Street Sidewalk Improvements
Force Account/Extra Work For FCR #13, Adjust Grate at station 56+15

Labor 109.05 (a)

Employee	Craft	Hrs					Total Hrs	Base Rate	Total
	Laborer	2					2	$ 22.62	$ 45.24
	Operator							$ 31.30	$ -
	Combo (Teamster/Laborer)							$ 29.01	$ -
	Foreman	2					2	$ 33.30	$ 66.60
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -
								$ -	$ -

Total Labor $ 111.84 (1)
Line 2 Deleted. (2)

Fringes

Laborers	2	Hrs x	$ 12.96	=	$ 25.92	
Operators	2	Hrs x	$ 19.51	=	$ 39.02	
Carpenters		Hrs x	$ 19.48	=	$ -	

Total Fringes $ 64.94 (3)

Worker's Compensation	10.09% x (Lines 1&2)	$ 11.28	(4)
General Liability Insurance	4.40% x (Lines 1&2)	$ 4.92	(5)
Line 6 Deleted	x (Lines 1&2)		(6)
State Unemployment	8.00% x (Lines 1&2)	$ 8.95	(7)
Federal Unemployment	1.50% x (Lines 1&2)	$ 1.68	(8)
FICA	7.65% x (Lines 1&2)	$ 8.56	(9)
Travel Allowance or Subsistence (Note #3)		$ -	(10)
Total Lines 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10		$ 212.17	(11)
20% x Line (11)		$ 42.43	(12)
Grand Total Labor Lines (11) + (12)		$ 254.60	(13)
			(14)
Insurance			(15)
Taxes			(16)
Total: Line (14) + (15)		$ -	(17)
10% x Line (16)		$ -	(18)
Grand Total for Insurance, Taxes: Line (16) + (17)		$ -	

Materials 109.05 (c)

Supplier	Quantity	Units	Unit Price	Haul Price	Freight					Total
Concrete Class A	1	cys	$ 97.00							$ 97.00
Small Load Fee	1	ea	$ 200.00							$ 200.00
		ea	$ -							$ -
										$ -

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Total Materials	$ 297.00	(19)
10% x Line (19)	$ 29.70	(20)
Grand Total Materials Line (19) + (20)	$ 326.70	(21)

Equipment 109.05 (d)

Contractor-Owned Equipment	Hrs					Total Hours	Kelley Blue Book Ownership Rate	Kelley Blue Book Operating Rate	Kelley Blue Book Total Rate/Hr	Total
Cat Backhoe							$ 17.31	$ 15.75	$ 33.06	$ -
Cat Backhoe w/Hoeram							$ 27.31	$ 30.75	$ 58.06	$ -
Bobcat Skid Steer							$ 18.58	$ 16.60	$ 35.18	$ -
Single Drum Compactors							$ 17.93	$ 26.40	$ 44.33	$ -
E&B Tandem Dump Truck							$ 20.00	$ 27.25	$ 47.25	$ -
Pickup Truck	2					2	$ 3.44	$ 15.95	$ 19.39	$ 38.78
Linkbelt Excavator							$ 51.41	$ 42.20	$ 93.61	$ -
Cat Excavator with Hoeram							$ 69.56	$ 54.20	$ 123.76	$ -
Rental Equipment	**Hrs**					**Invoice Number**	**Hours**	**FHWA Op. Rate**	**Rental Rate**	**Total**
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -
								$ -	$ -	$ -

Attach Copies of Invoices

Total Contractor Owned Equipment	$ 38.78	(22)
Rented Equipment (Attach Daily Copies of Invoices)	$ -	(23)
Fuel, Lubricants and Transportation Costs - Added in Operating Costs Above	$ -	(24)
Total Lines (22), (23), (24)	$ 38.78	(25)
12% x Line (25)	$ 4.65	(26)
Grand Total Equipment Lines (25) + (26)	$ 43.43	(27)

Haul 109.05

Company	Hauls	Hr/Haul	Rate							Total
Triaxle Haul			$ 94.00							$ -
Lowboy Haul										$ -
Flatbed Haul										$ -

Total Materials	$ -	(28)
10% x Line (28)	$ -	(29)
Grand Total Materials Line (28) + (29)	$ -	(30)

Subcontracts:

Description	Quantity	Unit Price				Total Cost
	ls	$ -				$ -
		$ -				$ -
	ls	$ -				$ -

Total Subcontract Month Ending	$ -	(31)
Total Subcontract to Date	$ -	(32)
10% x Line (32) $3,000 or Less	$ -	(33)
7% x Line (32) over $3,000	$ -	(34)
Grand Total Subcontract Lines (32), (33), (34)	$ -	(35)

Totals:	Total Lines (13), (18), (21), (27), (30), (35)	$	624.73	(36)
	_____ Bond Rate Based Upon Line 36	$	-	(37)
	10% x Line (37)	$	-	(38)
	Total Extra Work Lines (36), (37), (38)	**$**	**624.73**	(39)

CHANGE ORDER

			Requested By:	
Project Name:	Change Order Number:	3	Owner	x
W. 17th Street Sidewalk Improvements Project			Engineer	
	Date of Change Order:	Wednesday, May 24, 2017	Contractor	
			Field	
Contractor:	Engineer's Project #:		Other	
E & B Paving, Inc.	NTP Date:	Tuesday, August 09, 2016		
2520 N. Industrial Drive	Allowable Calendar Days	75 (includes holiday's)		
Bloomington, IN 47404	Original Completion Date	Sunday, October 23, 2016		

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	Placement of filter fabric and bark mulch		/		$1,741.33
2	Adjust stormwater grate		/		$624.73
3			/		
4			/		
5			/		
6			/		
7			/		
8			/		
9			/		

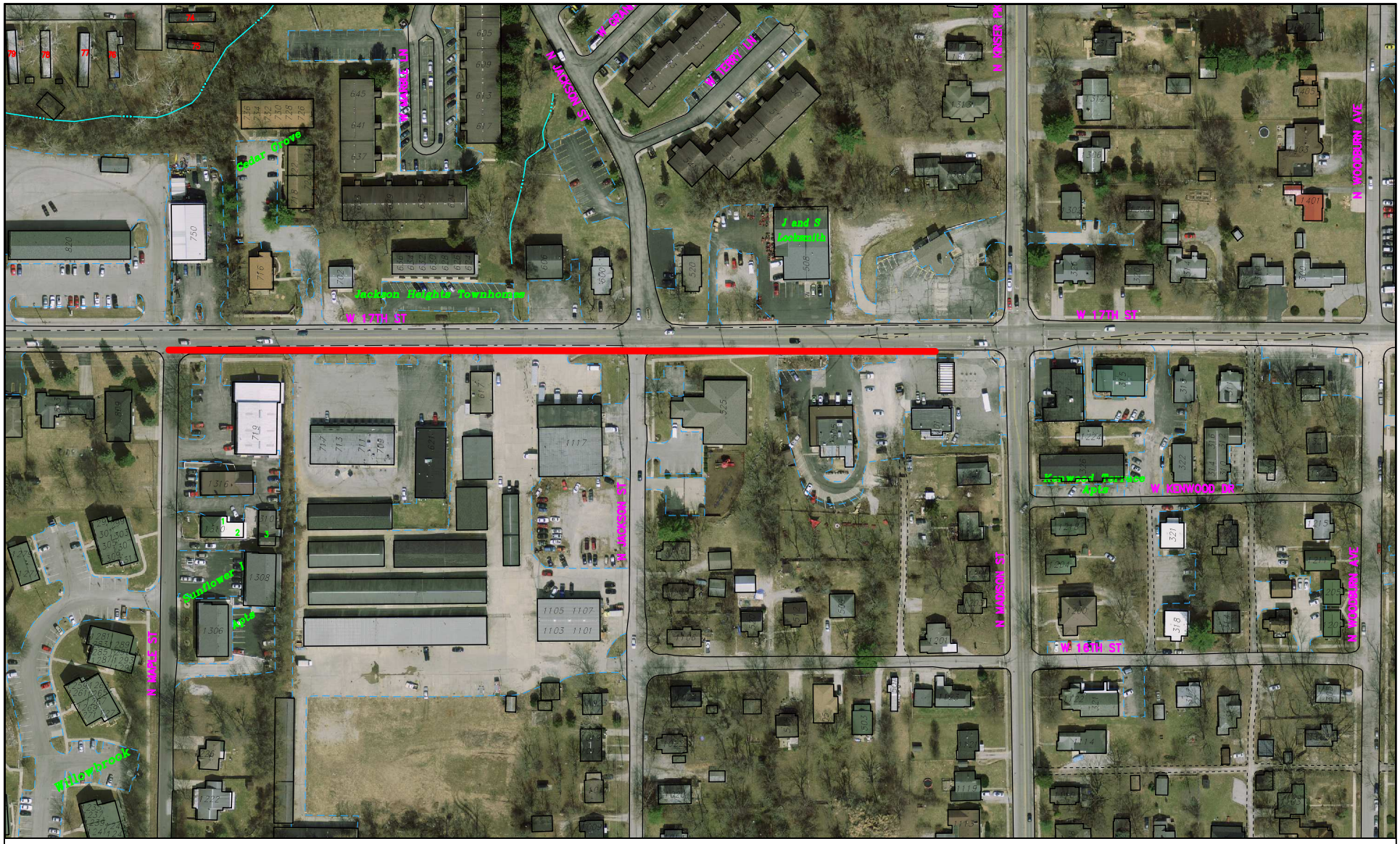
The original Contract Sum:	$505,505.00
The net change by previously authorized Change Orders:	$16,116.77
The Contract Sum prior to this Change Order was:	$521,621.77
The Contract Sum will be changed by this Change Order in the amount of:	$2,366.06
The new Contract Sum including this Change Order will be:	$523,987.83
The Contract Time will be changed by:	0 Calendar Day(s)
The date of Substantial Completion as of the date of this Change Order therefore is:	Sunday, October 23, 2016

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have b

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning & Transportation	E & B Paving, Inc.	Board of Public Works
ENGINEER	CONTRACTOR	OWNER
401 North Morton Street	2520 N. Industrial Drive	401 North Morton Street
ADDRESS	Bloomington, IN	ADDRESS
	ADDRESS	
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

FORM 10-1001



By: smethurm
6 Dec 16

200 0 200 400 600 800

For reference only; map information NOT warranted.

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City of Bloomington
Planning & Transportation

Scale: 1" = 200'

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Fund **101 - General Fund**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **52210 - Institutional Supplies**				
205 - City Of Bloomington	01-PC Reimb.-Party City-volunteer party supplies	05/23/2017	06/02/2017	21.99
205 - City Of Bloomington	01-PC Reimb.-Party City-volunteer party supplies	05/23/2017	06/02/2017	31.08
205 - City Of Bloomington	01-PC Reimb-Dollar Tree-volunteer party supplies	05/23/2017	06/02/2017	9.00
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine food-5/5/17	05/23/2017	06/02/2017	168.64
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-5/12/17	05/23/2017	06/02/2017	90.48
4574 - John Deere Financial (Rural King)	01-vinegar	05/23/2017	06/02/2017	1.99
4574 - John Deere Financial (Rural King)	01-bleach-24 1 gallon bottles	05/23/2017	06/02/2017	28.56
4574 - John Deere Financial (Rural King)	01-bird feed	05/23/2017	06/02/2017	12.99
4574 - John Deere Financial (Rural King)	01-bleach, cat litter	05/23/2017	06/02/2017	83.46
4633 - Midwest Veterinary Supply, INC	01-antibiotics	05/23/2017	06/02/2017	21.60
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, food trays, syringes	05/23/2017	06/02/2017	366.60
4633 - Midwest Veterinary Supply, INC	01-dog waste disposal bags-5/10/17	05/23/2017	06/02/2017	52.80
4633 - Midwest Veterinary Supply, INC	01-antibiotics, sanitizer	05/23/2017	06/02/2017	234.80
4633 - Midwest Veterinary Supply, INC	01-dog waste disposal bags-5/10/17	05/23/2017	06/02/2017	52.80
4633 - Midwest Veterinary Supply, INC	01-sanitizer	05/23/2017	06/02/2017	136.00
4633 - Midwest Veterinary Supply, INC	01-parasiticides, fluids, needles	05/23/2017	06/02/2017	581.78
4137 - Patterson Veterinary Supply, INC	01-milk replacer, needles, wormer	05/23/2017	06/02/2017	165.16
		Account **52210 - Institutional Supplies** Totals	Invoice	$2,059.73
Account **52340 - Other Repairs and Maintenance**				
53005 - Menards, INC	01-dryer	05/23/2017	06/02/2017	299.00
		Account **52340 - Other Repairs and Maintenance** Totals	Invoice	$299.00
Account **53130 - Medical**				
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency office visits-4/01, 4/10, 5/1 & 5/2/17	05/23/2017	06/02/2017	365.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/1-5/11/17	05/23/2017	06/02/2017	2,575.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, dental-5/1-5/2/17	05/23/2017	06/02/2017	431.50
		Account **53130 - Medical** Totals	Invoice	$3,371.50
Account **53160 - Instruction**				
175 - Monroe County Humane Association, INC	01-Humane Euthanasia workshop x 2	05/23/2017	06/02/2017	550.00
		Account **53160 - Instruction** Totals	Invoice	$550.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	120.62

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account **53210 - Telephone** Totals	Invoice	$120.62
Account **53220 - Postage**				
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-5/17/17	05/23/2017	06/02/2017	20.40
		Account **53220 - Postage** Totals	Invoice	$20.40
Account **53230 - Travel**				
557 - Vicki Lynn Minder	01-per diem reimb.-Pontiac, IL Conf-May 2017	05/23/2017	06/02/2017	56.62
6037 - James Robert Pritchard	01-per diem reimb.-Pontiac, IL Conf-May 2017	05/23/2017	06/02/2017	40.29
		Account **53230 - Travel** Totals	Invoice	$96.91
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	989.91
		Account **53510 - Electrical Services** Totals	Invoice	$989.91
Account **53640 - Hardware and Software Maintenance**				
5073 - AnimalShelterNet, LLC	01-software support-1/1-12/31/17	05/23/2017	06/02/2017	2,215.00
		Account **53640 - Hardware and Software Maintenance** Totals	Invoice	$2,215.00
		Program **010000 - Main** Totals	Invoice	$9,723.07
		Department **01 - Animal Shelter** Totals	Invoice	$9,723.07
Department **02 - Public Works**				
Program **020000 - Main**				
Account **43180 - Private Parking**				
Peggy Cantrell	14-Cantrell-refund dep. private pkg space-denied-921 N Woodburn	05/23/2017	06/02/2017	26.00
		Account **43180 - Private Parking** Totals	Invoice	$26.00
Account **46060 - Other Violations**				
Steven Cugine	14-Cugine-refund overpayment pkg citation K1799413	05/23/2017	06/02/2017	40.00
		Account **46060 - Other Violations** Totals	Invoice	$40.00
Account **53320 - Advertising**				
323 - Hoosier Times, INC	02-auction services-2 public notices	05/23/2017	06/02/2017	72.24
		Account **53320 - Advertising** Totals	Invoice	$72.24
Account **53410 - Liability / Casualty Premiums**				
1847 - Hylant of Indianapolis, LLC	10- Audit Workers Comp Excess	05/23/2017	06/02/2017	1,815.92
		Account **53410 - Liability / Casualty Premiums** Totals	Invoice	$1,815.92
		Program **020000 - Main** Totals	Invoice	$1,954.16
		Department **02 - Public Works** Totals	Invoice	$1,954.16
Department **03 - City Clerk**				
Program **030000 - Main**				
Account **52420 - Other Supplies**				
53442 - Paragon Micro, INC	03 - Samsung monitor	05/23/2017	06/02/2017	167.25
		Account **52420 - Other Supplies** Totals	Invoice	$167.25
		Program **030000 - Main** Totals	Invoice	$167.25

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Department **03 - City Clerk** Totals	Invoice	$167.25
Department **04 - Economic & Sustainable Dev**				
Program **040000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	04 - Office Supplies - Pens, folders, markers	05/23/2017	06/02/2017	116.10
		Account **52110 - Office Supplies** Totals	Invoice	$116.10
Account **53970 - Mayor's Promotion of Business**				
1344 - Community Foundation Of Bloomington & Monroe Count	04 Silver Sponsorship Level - Indiana Summit for Econ Dev	05/23/2017	06/02/2017	2,000.00
		Account **53970 - Mayor's Promotion of Business** Totals	Invoice	$2,000.00
		Program **040000 - Main** Totals	Invoice	$2,116.10
		Department **04 - Economic & Sustainable Dev** Totals	Invoice	$2,116.10
Department **05 - Common Council**				
Program **050000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-4/5-5/4/17-Legal/Council	05/23/2017	06/02/2017	216.44
		Account **52410 - Books** Totals	Invoice	$216.44
Account **53910 - Dues and Subscriptions**				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges 4/1-4/30/17	05/23/2017	06/02/2017	295.99
		Account **53910 - Dues and Subscriptions** Totals	Invoice	$295.99
		Program **050000 - Main** Totals	Invoice	$512.43
		Department **05 - Common Council** Totals	Invoice	$512.43
Department **06 - Controller's Office**				
Program **060000 - Main**				
Account **53990 - Other Services and Charges**				
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	294.50
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	240.50
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	267.50
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	272.00
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	357.50
6036 - Connor & Associates (Connor Reporting)	11-Transcription services for annexation public meetings	05/23/2017	06/02/2017	285.50
		Account **53990 - Other Services and Charges** Totals	Invoice	$1,717.50

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **54440 - Motor Equipment**				
4439 - JX Enterprises, INC	06-2017 Peterbilt 340 Tandem Dump Trucks (3) Street	05/23/2017	06/02/2017	508,191.00
		Account **54440 - Motor Equipment** Totals	Invoice	$508,191.00
		Program **060000 - Main** Totals	Invoice	$509,908.50
		Department **06 - Controller's Office** Totals	Invoice	$509,908.50
Department **09 - CFRD**				
Program **090000 - Main**				
Account **52420 - Other Supplies**				
5103 - Staples Contract & Commercial, INC	09- desk chair	05/23/2017	06/02/2017	211.70
		Account **52420 - Other Supplies** Totals	Invoice	$211.70
		Program **090000 - Main** Totals	Invoice	$211.70
		Department **09 - CFRD** Totals	Invoice	$211.70
Department **10 - Legal**				
Program **100000 - Main**				
Account **52410 - Books**				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-4/5-5/4/17-Legal/Council	05/23/2017	06/02/2017	1,056.76
		Account **52410 - Books** Totals	Invoice	$1,056.76
Account **53160 - Instruction**				
5712 - Philippa M Guthrie	10-Conf. fee/airfare-Nat'l Preservation Law Conf-WA DC-June 2017	05/23/2017	06/02/2017	250.00
		Account **53160 - Instruction** Totals	Invoice	$250.00
Account **53220 - Postage**				
129 - FedEx Office and Print Service, INC	10-legal materials from conf.	05/23/2017	06/02/2017	23.22
		Account **53220 - Postage** Totals	Invoice	$23.22
Account **53230 - Travel**				
5712 - Philippa M Guthrie	10-Conf. fee/airfare-Nat'l Preservation Law Conf-WA DC-June 2017	05/23/2017	06/02/2017	128.41
		Account **53230 - Travel** Totals	Invoice	$128.41
Account **53310 - Printing**				
199 - Monroe County Government	10-April 2017 copies-62 @ $1.00/each	05/23/2017	06/02/2017	62.00
		Account **53310 - Printing** Totals	Invoice	$62.00
Account **53910 - Dues and Subscriptions**				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges 4/1-4/30/17	05/23/2017	06/02/2017	1,183.94
		Account **53910 - Dues and Subscriptions** Totals	Invoice	$1,183.94
		Program **100000 - Main** Totals	Invoice	$2,704.33
Program **101000 - Human Rights**				
Account **52110 - Office Supplies**				

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	10-index color card stock	05/23/2017	06/02/2017	22.64
		Account **52110 - Office Supplies** Totals	Invoice	$22.64
		Program **101000 - Human Rights** Totals	Invoice	$22.64
		Department **10 - Legal** Totals	Invoice	$2,726.97
Department **11 - Mayor's Office**				
Program **110000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	11-proclamation seals, pens	05/23/2017	06/02/2017	37.28
		Account **52110 - Office Supplies** Totals	Invoice	$37.28
Account **52420 - Other Supplies**				
3197 - Baudville, INC	11-proclamation folders	05/23/2017	06/02/2017	120.06
651 - Engraving & Stamp Center, INC	11-nametags for Beverly and Terri	05/23/2017	06/02/2017	35.81
9523 - Freedom Business Solutions, LLC	11-toner for Diane's printer	05/23/2017	06/02/2017	193.99
5103 - Staples Contract & Commercial, INC	11-foamboards for public meetings	05/23/2017	06/02/2017	58.10
		Account **52420 - Other Supplies** Totals	Invoice	$407.96
Account **53910 - Dues and Subscriptions**				
259 - Indiana Association Of Cities & Towns	11-2017 ICOM dues	05/23/2017	06/02/2017	700.00
		Account **53910 - Dues and Subscriptions** Totals	Invoice	$700.00
Account **53960 - Grants**				
5954 - The Greater Bloomington Chamber Of Commerce, INC	11-membership dues	05/23/2017	06/02/2017	1,030.00
		Account **53960 - Grants** Totals	Invoice	$1,030.00
Account **53990 - Other Services and Charges**				
50761 - Bloomington Sandwich Co, LLC	11-lunch for department head retreat #3	05/23/2017	06/02/2017	170.88
		Account **53990 - Other Services and Charges** Totals	Invoice	$170.88
		Program **110000 - Main** Totals	Invoice	$2,346.12
		Department **11 - Mayor's Office** Totals	Invoice	$2,346.12
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	12-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	26.21
		Account **53210 - Telephone** Totals	Invoice	$26.21
		Program **120000 - Main** Totals	Invoice	$26.21
		Department **12 - Human Resources** Totals	Invoice	$26.21
Department **13 - Planning**				

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Program **130000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	13-Desk organizer	05/23/2017	06/02/2017	10.23
		Account **52110 - Office Supplies** Totals	Invoice	$10.23
Account **52420 - Other Supplies**				
4921 - HTH Engineering, INC	13-Start-Stop OmniVersal Transcription-software	05/23/2017	06/02/2017	229.00
53442 - Paragon Micro, INC	13-HP90 black printhead w/ cleaner for DesignJet 4000	05/23/2017	06/02/2017	152.99
		Account **52420 - Other Supplies** Totals	Invoice	$381.99
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	13-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	276.26
		Account **53210 - Telephone** Totals	Invoice	$276.26
Account **53240 - Freight / Other**				
4921 - HTH Engineering, INC	13-Start-Stop OmniVersal Transcription-software	05/23/2017	06/02/2017	14.05
		Account **53240 - Freight / Other** Totals	Invoice	$14.05
Account **53320 - Advertising**				
323 - Hoosier Times, INC	13-Legal advertising-ADU's, Pocket N.H.,Comp. Plan,TIP_MPO,Plat	05/23/2017	06/02/2017	97.90
		Account **53320 - Advertising** Totals	Invoice	$97.90
		Program **130000 - Main** Totals	Invoice	$780.43
		Department **13 - Planning** Totals	Invoice	$780.43
Department **19 - Facilities Maintenance**				
Program **190000 - Main**				
Account **52310 - Building Materials and Supplies**				
4574 - John Deere Financial (Rural King)	19-City Hall-trash bags-40 gal.-100 bags	05/23/2017	06/02/2017	23.98
394 - Kleindorfer Hardware & Variety	19-City Hall kitchens-2 containers of dish soap	05/23/2017	06/02/2017	25.98
394 - Kleindorfer Hardware & Variety	19-City Hall-OOTM kitchen-p-trap, chrom extension	05/23/2017	06/02/2017	26.98
394 - Kleindorfer Hardware & Variety	19-City Hall stock-3 rolls caution tape	05/23/2017	06/02/2017	23.97
394 - Kleindorfer Hardware & Variety	19-City Hall-OOTM-plumbing pipe for kitchen remodel	05/23/2017	06/02/2017	6.09
53005 - Menards, INC	19-City Hall-faucet for OOTM kitchen	05/23/2017	06/02/2017	97.00
		Account **52310 - Building Materials and Supplies** Totals	Invoice	$204.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	183.33
		Account **53210 - Telephone** Totals	Invoice	$183.33
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	7,733.94
		Account **53510 - Electrical Services** Totals	Invoice	$7,733.94
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-City Hall-A/C repair	05/23/2017	06/02/2017	1,430.00

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
		Account **53610 - Building Repairs** Totals	Invoice	$1,430.00
Account **53990 - Other Services and Charges**				
7402 - Nature's Way, INC	19-City Hall-monthly plant maintenance-May 2017	05/23/2017	06/02/2017	336.60
		Account **53990 - Other Services and Charges** Totals	Invoice	$336.60
		Program **190000 - Main** Totals	Invoice	$9,887.87
		Department **19 - Facilities Maintenance** Totals	Invoice	$9,887.87
Department **28 - ITS**				
Program **280000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	28-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	678.73
		Account **53210 - Telephone** Totals	Invoice	$678.73
		Program **280000 - Main** Totals	Invoice	$678.73
		Department **28 - ITS** Totals	Invoice	$678.73
		Fund **101 - General Fund** Totals	Invoice	$541,039.54
Fund **312 - Community Services**				
Department **09 - CFRD**				
Program **090003 - Com Serv - Status of Women**				
Account **53990 - Other Services and Charges**				
6028 - Megan L Hutchison	09-BCSW - Leadership Scholarship Initiative Award	05/23/2017	06/02/2017	200.00
		Account **53990 - Other Services and Charges** Totals	Invoice	$200.00
		Program **090003 - Com Serv - Status of Women** Totals	Invoice	$200.00
Program **090016 - Com Serv - Safe & Civil**				
Account **47050 - Donations**				
204 - State Of Indiana	09-refund paid 2 times for Black History Month sponsorship	05/23/2017	06/02/2017	400.00
		Account **47050 - Donations** Totals	Invoice	$400.00
		Program **090016 - Com Serv - Safe & Civil** Totals	Invoice	$400.00
Program **090018 - CBVN**				
Account **53230 - Travel**				
891 - Lucy Schaich	09-Delta Airline-travel to 2017 National Summit on Volunteer Eng	05/23/2017	06/02/2017	666.45
		Account **53230 - Travel** Totals	Invoice	$666.45
		Program **090018 - CBVN** Totals	Invoice	$666.45
		Department **09 - CFRD** Totals	Invoice	$1,266.45
		Fund **312 - Community Services** Totals	Invoice	$1,266.45
Fund **401 - Non-Reverting Telecommunications**				
Department **25 - Telecommunications**				
Program **256000 - Services**				
Account **53150 - Communications Contract**				
4170 - Comcast Cable Communications, INC	28-3940 N. Kinser Pike-bus. cable/internet-5/21-6/20/17	05/23/2017	06/02/2017	116.26

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-bus. internet-5/16-6/15/17	05/23/2017	06/02/2017	104.85
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 6/1-6/30/17	05/23/2017	06/02/2017	149.85
	Account **53150 - Communications Contract** Totals		Invoice	$370.96
Account **53640 - Hardware and Software Maintenance**				
3989 - Ricoh USA, INC	28-City portion-Copier Maintenance-4/17-5/16/17	05/23/2017	06/02/2017	2,021.54
	Account **53640 - Hardware and Software Maintenance** Totals		Invoice	$2,021.54
	Program **256000 - Services** Totals		Invoice	$2,392.50
	Department **25 - Telecommunications** Totals		Invoice	$2,392.50
	Fund **401 - Non-Reverting Telecommunications** Totals		Invoice	$2,392.50
Fund **450 - Local Road and Street**				
Department **20 - Street**				
Program **200000 - Main**				
Account **53520 - Street Lights / Traffic Signals**				
223 - Duke Energy	20-Traffic Signal Summary electric bill-bill date 5/10/17	05/23/2017	06/02/2017	2,856.77
223 - Duke Energy	20-Street light summary elec. bill-bill date 5/08/17	05/23/2017	06/02/2017	35,102.93
	Account **53520 - Street Lights / Traffic Signals** Totals		Invoice	$37,959.70
	Program **200000 - Main** Totals		Invoice	$37,959.70
	Department **20 - Street** Totals		Invoice	$37,959.70
	Fund **450 - Local Road and Street** Totals		Invoice	$37,959.70
Fund **451 - Motor Vehicle Highway**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52210 - Institutional Supplies**				
4519 - Osburn Associates, INC	20-Safety Traffic Cones	05/23/2017	06/02/2017	4,955.00
	Account **52210 - Institutional Supplies** Totals		Invoice	$4,955.00
Account **52330 - Street , Alley, and Sewer Material**				
365 - Rogers Group, INC	20-#53 stone-6.64 tons-#11 stone-30.19 tons-5/1 & 5/3/17	05/23/2017	06/02/2017	310.55
	Account **52330 - Street , Alley, and Sewer Material** Totals		Invoice	$310.55
Account **52340 - Other Repairs and Maintenance**				
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-120V photo control	05/23/2017	06/02/2017	9.09
	Account **52340 - Other Repairs and Maintenance** Totals		Invoice	$9.09
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-treated lumber, 10 gal galvanized ardox	05/23/2017	06/02/2017	10.98
409 - Black Lumber Co INC	20-4 pk 72W SW A19 halogen bulbs	05/23/2017	06/02/2017	6.99
409 - Black Lumber Co INC	20-1 12 oz can Great Stuff	05/23/2017	06/02/2017	3.67
409 - Black Lumber Co INC	20-302 E. 7th-1x6 -16 pine pro	05/23/2017	06/02/2017	19.98

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
409 - Black Lumber Co INC	20-2" stiff putty knife	05/23/2017	06/02/2017	5.99
409 - Black Lumber Co INC	20-C742 spring, hardware-L. Jacobs	05/23/2017	06/02/2017	6.98
793 - Indiana Safety Company, INC	20-Asphalt Lutes	05/23/2017	06/02/2017	437.58
4574 - John Deere Financial (Rural King)	20-10 straw bales, chain saw sharpener heavy duty	05/23/2017	06/02/2017	199.89
394 - Kleindorfer Hardware & Variety	20-hand wipes, blaster, nitrile glove, propane tank, shovels	05/23/2017	06/02/2017	134.06
394 - Kleindorfer Hardware & Variety	20-water cups for employees-4 boxes	05/23/2017	06/02/2017	35.96
336 - Southside Rental Center, INC	20-Propane for Pavement Marking/Paving-5/10/17	05/23/2017	06/02/2017	158.92
		Account **52420 - Other Supplies** Totals	Invoice	$1,021.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	184.48
		Account **53210 - Telephone** Totals	Invoice	$184.48
Account **53250 - Pagers**				
332 - Indiana Paging Network, INC	20-paging services-June 2017	05/23/2017	06/02/2017	86.76
		Account **53250 - Pagers** Totals	Invoice	$86.76
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	363.01
		Account **53510 - Electrical Services** Totals	Invoice	$363.01
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-5/10/17	05/23/2017	06/02/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-5/17/17	05/23/2017	06/02/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/17/17	05/23/2017	06/02/2017	20.74
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/10/17	05/23/2017	06/02/2017	20.74
		Account **53920 - Laundry and Other Sanitation Services** Totals	Invoice	$94.26
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	20-Disposal Fees for Sweeper Dumps-4/20/17	05/23/2017	06/02/2017	1,518.40
60 - Monroe County Solid Waste Management District	20-Disposal Fees for Paint-5/9/17	05/23/2017	06/02/2017	404.05
		Account **53950 - Landfill** Totals	Invoice	$1,922.45
Account **53990 - Other Services and Charges**				
1847 - Hylant of Indianapolis, LLC	20-Insurance Premium for Rental Equipment	05/23/2017	06/02/2017	96.00
902 - Indiana Underground Plant Protection Service, INC	20-811 tickets-March 2017-914 tickets	05/23/2017	06/02/2017	868.30
6152 - K&S Rolloff, INC	20-rolloff pull price and delivery-5/4/17-2	05/23/2017	06/02/2017	300.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-4/11/17	05/23/2017	06/02/2017	150.00

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		Account **53990 - Other Services and Charges** Totals	Invoice	$1,414.30
Account **54450 - Equipment**				
2974 - MacAllister Machinery Co, INC	20-2016 Caterpillar AP500F Asphalt Paver	05/23/2017	06/02/2017	332,746.45
		Account **54450 - Equipment** Totals	Invoice	$332,746.45
		Program **200000 - Main** Totals	Invoice	$343,107.35
		Department **20 - Street** Totals	Invoice	$343,107.35
		Fund **451 - Motor Vehicle Highway** Totals	Invoice	$343,107.35
Fund **452 - Parking Facilities**				
Department **26 - Parking**				
Program **260000 - Main**				
Account **43160 - Lot/Garage Leases - Annual**				
Zhenyu Wang	26-Wang-refund of prepayment for parking space in garage	05/23/2017	06/02/2017	603.00
		Account **43160 - Lot/Garage Leases - Annual** Totals	Invoice	$603.00
Account **52210 - Institutional Supplies**				
6023 - Network Services Company	26-Pkg Garages-hand cleaners,toilet tissue, paper towels	05/23/2017	06/02/2017	270.90
		Account **52210 - Institutional Supplies** Totals	Invoice	$270.90
Account **52340 - Other Repairs and Maintenance**				
818 - Everywhere Signs, LLC	26-Pkg Garages-replacement of winmasters	05/23/2017	06/02/2017	1,077.00
		Account **52340 - Other Repairs and Maintenance** Totals	Invoice	$1,077.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone bill 4/12-5/11/17	05/23/2017	06/02/2017	46.12
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	132.42
		Account **53210 - Telephone** Totals	Invoice	$178.54
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	5,230.31
		Account **53510 - Electrical Services** Totals	Invoice	$5,230.31
Account **53610 - Building Repairs**				
227 - Otis Elevator Company	26-Morton St Garage-elevator repair-4/7/17	05/23/2017	06/02/2017	3,255.00
		Account **53610 - Building Repairs** Totals	Invoice	$3,255.00
		Program **260000 - Main** Totals	Invoice	$10,614.75
		Department **26 - Parking** Totals	Invoice	$10,614.75
		Fund **452 - Parking Facilities** Totals	Invoice	$10,614.75
Fund **454 - Alternative Transportation**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
Grant Leibow	14-Leibow-refund overpayment pkg citation	05/23/2017	06/02/2017	40.00
		Account **46060 - Other Violations** Totals	Invoice	$40.00

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Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	26-Pkg Enf. Officers-cell phone bill 4/12-5/11/17	05/23/2017	06/02/2017	92.24
		Account **53210 - Telephone** Totals	Invoice	$92.24
Account **54310 - Improvements Other Than Building**				
5609 - Aecom Technical Services	13-Ped Countdown timers/buttons-4/1-4/28/17 BC 2016-78	05/23/2017	06/02/2017	9,644.00
10 - Bledsoe Riggert Cooper & James INC	13-Rockport Road SW-Inv. date 4/28/17 BC 2016-77	05/23/2017	06/02/2017	3,012.00
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pike SW & Ped. Crossing Design-serv thru 3/31/17 BC 2016-68	05/23/2017	06/02/2017	8,465.35
5999 - The Etica Group, INC	13-Walnut/Mitchell SW-serv. 3/27-4/23/17	05/23/2017	06/02/2017	4,683.23
		Account **54310 - Improvements Other Than Building** Totals	Invoice	$25,804.58
		Program **020000 - Main** Totals	Invoice	$25,936.82
		Department **02 - Public Works** Totals	Invoice	$25,936.82
		Fund **454 - Alternative Transportation** Totals	Invoice	$25,936.82
Fund **600 - Cum Cap Improvement (CIG)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
11243 - HD Supply Waterworks, LTD	20-Handicap Radius Plates-101	05/23/2017	06/02/2017	4,860.97
		Account **52330 - Street , Alley, and Sewer Material** Totals	Invoice	$4,860.97
		Program **020000 - Main** Totals	Invoice	$4,860.97
		Department **02 - Public Works** Totals	Invoice	$4,860.97
		Fund **600 - Cum Cap Improvement (CIG)** Totals	Invoice	$4,860.97
Fund **601 - Cum Cap Development**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
6001 - Bernath, LLC (Sealmaster)	20-Crack Seal 1190 NR-inc. rental of machine	05/23/2017	06/02/2017	4,800.00
19278 - Milestone Contractors, LP	20-surface for patching/paving-18.00 tons-3/27-3/28/17 BC 2017-16	05/23/2017	06/02/2017	864.00
19278 - Milestone Contractors, LP	20-surface for patching/paving-7.71 tons-3/29/17 BC 2017-16	05/23/2017	06/02/2017	370.08
19278 - Milestone Contractors, LP	20-surface for patching/paving-141.12 tons-4/5-4/21/17 BC 2017-16	05/23/2017	06/02/2017	8,359.20
		Account **52330 - Street , Alley, and Sewer Material** Totals	Invoice	$14,393.28
Account **54310 - Improvements Other Than Building**				
19362 - CrossRoad Engineers, PC	13-37th/Dunn Curve Correction-4/1-4/28/17 BC 2015-47	05/23/2017	06/02/2017	680.15
		Account **54310 - Improvements Other Than Building** Totals	Invoice	$680.15
		Program **020000 - Main** Totals	Invoice	$15,073.43
		Department **02 - Public Works** Totals	Invoice	$15,073.43
		Fund **601 - Cum Cap Development** Totals	Invoice	$15,073.43
Fund **730 - Solid Waste**				
Department **16 - Sanitation**				

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Program **160000 - Main**				
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	72.33
		Account **53210 - Telephone** Totals	Invoice	$72.33
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	329.28
		Account **53510 - Electrical Services** Totals	Invoice	$329.28
		Program **160000 - Main** Totals	Invoice	$401.61
		Department **16 - Sanitation** Totals	Invoice	$401.61
		Fund **730 - Solid Waste** Totals	Invoice	$401.61
Fund **800 - Risk Management**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **52430 - Uniforms and Tools**				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Fluke	05/23/2017	06/02/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Flake	05/23/2017	06/02/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Freeman	05/23/2017	06/02/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Hobbs	05/23/2017	06/02/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Douglas	05/23/2017	06/02/2017	95.63
313 - Fastenal Company	10-Orange vest, bodyguard ylw smth cap	05/23/2017	06/02/2017	24.59
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-R. Golden-P&R-Golf	05/23/2017	06/02/2017	82.49
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-R. Hanson-P&R-Ballfields	05/23/2017	06/02/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-D. Kluesner-P&R-Ballfields	05/23/2017	06/02/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-T. Eads-CBU-T&D	05/23/2017	06/02/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-J. Hays-PW-Facilities	05/23/2017	06/02/2017	99.99
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-J. Zike-CBU-T&D	05/23/2017	06/02/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-B. Hendrickson	05/23/2017	06/02/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-P. Peden	05/23/2017	06/02/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes-J. Pritchard	05/23/2017	06/02/2017	100.00
4519 - Osburn Associates, INC	10-ebomber jacket-5X Large	05/23/2017	06/02/2017	45.05
1548 - Safety Shoe Distributors, INC	10-safety shoes for City employees	05/23/2017	06/02/2017	3,293.97
54207 - Smith's Shoe Center	10-safety shoes-12 employees	05/23/2017	06/02/2017	1,192.79
4574 - John Deere Financial (Rural King)	10-work gloves-4/25/17	05/23/2017	06/02/2017	186.90
4574 - John Deere Financial (Rural King)	10-safety gloves-4/20/17	05/23/2017	06/02/2017	181.87
		Account **52430 - Uniforms and Tools** Totals	Invoice	$6,303.27
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	10-cell phone, B. Wilson, charges 4/12-5/11/17	05/23/2017	06/02/2017	139.30

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		Account **53210 - Telephone** Totals	Invoice	$139.30
Account **53420 - Worker's Comp & Risk**				
2618 - Southeastern Indiana Health Operations, INC	12-TTD Wages for Raper & Flynn 5/26/17	05/24/2017	05/24/2017	2,117.90
		Account **53420 - Worker's Comp & Risk** Totals	Invoice	$2,117.90
		Program **100000 - Main** Totals	Invoice	$8,560.47
		Department **10 - Legal** Totals	Invoice	$8,560.47
		Fund **800 - Risk Management** Totals	Invoice	$8,560.47
Fund **801 - Health Insurance Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
18539 - Life Insurance Company Of North America	12-April 2017 LINA $32742.68	05/23/2017	06/02/2017	4,163.30
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	05/23/2017	06/02/2017	1,047.75
		Account **53990 - Other Services and Charges** Totals	Invoice	$5,211.05
Account **53990.1201 - Other Services and Charges Health Insurance**				
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contribution $975.80	05/23/2017	05/23/2017	975.80
		Account **53990.1201 - Other Services and Charges Health Insurance** Totals	Invoice	$975.80
Account **53990.1278 - Other Services and Charges Disability LTD**				
18539 - Life Insurance Company Of North America	12-April 2017 LINA $32742.68	05/23/2017	06/02/2017	6,329.18
		Account **53990.1278 - Other Services and Charges Disability LTD** Totals	Invoice	$6,329.18
		Program **120000 - Main** Totals	Invoice	$12,516.03
		Department **12 - Human Resources** Totals	Invoice	$12,516.03
		Fund **801 - Health Insurance Trust** Totals	Invoice	$12,516.03
Fund **802 - Fleet Maintenance**				
Department **17 - Fleet Maintenance**				
Program **170000 - Main**				
Account **52110 - Office Supplies**				
53954 - Ron Turley Associates, INC	17 - bar code labels	05/23/2017	06/02/2017	32.00
5103 - Staples Contract & Commercial, INC	17 - monitor wipes	05/23/2017	06/02/2017	9.44
5103 - Staples Contract & Commercial, INC	17 - stencils	05/23/2017	06/02/2017	17.08
5103 - Staples Contract & Commercial, INC	17 - stencils	05/23/2017	06/02/2017	6.90
5103 - Staples Contract & Commercial, INC	17 - pens, cases file box	05/23/2017	06/02/2017	26.04

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5103 - Staples Contract & Commercial, INC	17 - pens, cases file box	05/23/2017	06/02/2017	55.37
5103 - Staples Contract & Commercial, INC	17 - pens, cases file box	05/23/2017	06/02/2017	8.80
5103 - Staples Contract & Commercial, INC	17 - pens, cases file box	05/23/2017	06/02/2017	6.90
		Account **52110 - Office Supplies** Totals	Invoice	$162.53
Account **52230 - Garage and Motor Supplies**				
50605 - Bauer Built, INC	17-TIRES	05/23/2017	06/02/2017	735.48
4693 - Monroe County Tire & Supply, INC	17-TIRES	05/23/2017	06/02/2017	175.56
4693 - Monroe County Tire & Supply, INC	17-TIRES	05/23/2017	06/02/2017	317.44
4693 - Monroe County Tire & Supply, INC	17-TIRES	05/23/2017	06/02/2017	332.14
		Account **52230 - Garage and Motor Supplies** Totals	Invoice	$1,560.62
Account **52240 - Fuel and Oil**				
177 - Indiana Oxygen Co	17 - PROPANE FOR FORK LIFT	05/23/2017	06/02/2017	69.84
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	05/23/2017	06/02/2017	1,920.00
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	05/23/2017	06/02/2017	12,587.57
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	05/23/2017	06/02/2017	13,852.74
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	05/23/2017	06/02/2017	16,874.12
349 - White River Cooperative, INC	17 - DIESEL AND UNLEADED FUELS BC 2016-56D	05/23/2017	06/02/2017	13,862.25
		Account **52240 - Fuel and Oil** Totals	Invoice	$59,166.52
Account **52320 - Motor Vehicle Repair**				
4135 - Andy Mohr Truck Center	17-#4741 AC DRIER	05/23/2017	06/02/2017	29.37
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	05/23/2017	06/02/2017	19.98
244 - Bloomington Ford, INC	17-#137 EXHAUST MANIFOLD, GASKETS AND SENSORS	05/23/2017	06/02/2017	465.39
244 - Bloomington Ford, INC	17-#125 COOLANT RESEVOIR TANK	05/23/2017	06/02/2017	83.84
244 - Bloomington Ford, INC	17-#4161 NOX SENSOR	05/23/2017	06/02/2017	224.83
244 - Bloomington Ford, INC	17-#4161 EVAPORATOR BOX	05/23/2017	06/02/2017	589.94
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	56.76
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	24.66
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	125.40
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	45.54
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	205.76
4335 - Circle Distributing, INC	17-DEVECTIVE PART RETURN	05/23/2017	06/02/2017	(108.97)
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	108.97
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	179.22
4335 - Circle Distributing, INC	17-#124 CORE RETURN	05/23/2017	06/02/2017	(18.00)

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4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	108.97
4335 - Circle Distributing, INC	17-MISC PARTS	05/23/2017	06/02/2017	203.82
594 - Curry Auto Center, INC	17-#433 MUFFLER, HANGERS AND TAILPIPE	05/23/2017	06/02/2017	871.25
594 - Curry Auto Center, INC	17-#849 REAR BUMPER, PADS, BRACKETS AND BRACES	05/23/2017	06/02/2017	544.63
5896 - Hahn Automotive Warehouse,INC (Advantage Auto)	17-5W20 SYN OIL	05/23/2017	06/02/2017	94.08
455 - Industrial Service & Supply, INC	17-#632 HYD HOSE	05/23/2017	06/02/2017	85.64
455 - Industrial Service & Supply, INC	17-#454 HYD HOSE	05/23/2017	06/02/2017	97.23
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	05/23/2017	06/02/2017	481.63
11672 - Jack Doheny Companies, INC	17 - EXPANSION PLUG	05/23/2017	06/02/2017	63.73
4574 - John Deere Financial (Rural King)	17-WD40/LAVA SOAP COMBO, EAR PROTECTION (ear muffs)	05/23/2017	06/02/2017	85.78
4439 - JX Enterprises, INC	17-#4221 PARKING BRAKE VALVE	05/23/2017	06/02/2017	171.33
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	05/23/2017	06/02/2017	.96
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	05/23/2017	06/02/2017	31.76
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	05/23/2017	06/02/2017	1.66
2974 - MacAllister Machinery Co, INC	17-#649 COOLANT TEMP SENSOR	05/23/2017	06/02/2017	47.69
787 - Motor Service Corporation	17-MISC PARTS	05/23/2017	06/02/2017	50.33
787 - Motor Service Corporation	17-MISC PARTS	05/23/2017	06/02/2017	66.49
787 - Motor Service Corporation	17-MISC PARTS	05/23/2017	06/02/2017	68.88
787 - Motor Service Corporation	17-MISC PARTS	05/23/2017	06/02/2017	93.10
786 - Richard's Small Engine, INC	17-#739 PTO ENGAGEMENT SWITCH	05/23/2017	06/02/2017	25.01
786 - Richard's Small Engine, INC	17-#739 FUEL FILTER	05/23/2017	06/02/2017	12.85
54351 - Sternberg, INC	17-#408 PARKING BRAKE VALVE	05/23/2017	06/02/2017	188.09
4856 - United Rotary Brush	17 - stock street sweeper brooms	05/23/2017	06/02/2017	961.38
		Account **52320 - Motor Vehicle Repair** Totals	Invoice	$6,388.98
Account **52420 - Other Supplies**				
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	05/23/2017	06/02/2017	7.50
		Account **52420 - Other Supplies** Totals	Invoice	$7.50
Account **52430 - Uniforms and Tools**				
5176 - Robert Blake Hash	17 - tool check	05/23/2017	06/02/2017	1,000.00
5918 - Ryan W Hillenburg	17 - tool check	05/23/2017	06/02/2017	1,000.00
5183 - Frank L Robinson	17 - Tool Check	05/23/2017	06/02/2017	1,000.00
4861 - Bradley C Rushton	17 - tool check	05/23/2017	06/02/2017	1,000.00
5383 - Michael Glenn Sciscoe	17 - Tool Check	05/23/2017	06/02/2017	1,000.00
1072 - Keith L Sharp	17 - Tool Check	05/23/2017	06/02/2017	500.00
4878 - James M Smith	17 - Tool Check	05/23/2017	06/02/2017	1,000.00

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		Account **52430 - Uniforms and Tools** Totals	Invoice	$6,500.00
Account **53160 - Instruction**				
50534 - The Automotive Training Group, INC	17 - CHRYSLER DIAGNOSTIC TRAINING	05/23/2017	06/02/2017	627.00
		Account **53160 - Instruction** Totals	Invoice	$627.00
Account **53210 - Telephone**				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 4/12-5/11/17	05/23/2017	06/02/2017	17.76
		Account **53210 - Telephone** Totals	Invoice	$17.76
Account **53250 - Pagers**				
332 - Indiana Paging Network, INC	17 - pager service	05/23/2017	06/02/2017	168.39
		Account **53250 - Pagers** Totals	Invoice	$168.39
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-electric summary bill-bill date 51617	05/23/2017	06/02/2017	724.88
		Account **53510 - Electrical Services** Totals	Invoice	$724.88
Account **53620 - Motor Repairs**				
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	05/23/2017	06/02/2017	49.99
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	05/23/2017	06/02/2017	50.00
		Account **53620 - Motor Repairs** Totals	Invoice	$99.99
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	05/23/2017	06/02/2017	70.51
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	05/23/2017	06/02/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	05/23/2017	06/02/2017	66.87
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	05/23/2017	06/02/2017	13.18
		Account **53920 - Laundry and Other Sanitation Services** Totals	Invoice	$163.88
		Program **170000 - Main** Totals	Invoice	$75,588.05
		Department **17 - Fleet Maintenance** Totals	Invoice	$75,588.05
		Fund **802 - Fleet Maintenance** Totals	Invoice	$75,588.05
Fund **804 - Insurance Voluntary Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/24/2017	05/24/2017	1,205.98
		Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals	Invoice	$1,205.98

Board of Public Works Claim Register

Invoice Date Range 05/23/17 - 06/02/17

Vendor	Invoice Description	Invoice Date	G/L Date	Invoice Amount
Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**				
17785 - The Howard E. Nyhart Company, INC	12City/UTil DDC	05/23/2017	05/23/2017	99.75
	Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals		Invoice	$99.75
Account **53990.1273 - Other Services and Charges Term Life**				
18539 - Life Insurance Company Of North America	12-April 2017 LINA $32742.68	05/23/2017	06/02/2017	14,066.79
	Account **53990.1273 - Other Services and Charges Term Life** Totals		Invoice	$14,066.79
Account **53990.1277 - Other Services and Charges Disability STD**				
18539 - Life Insurance Company Of North America	12-April 2017 LINA $32742.68	05/23/2017	06/02/2017	8,183.41
	Account **53990.1277 - Other Services and Charges Disability STD** Totals		Invoice	$8,183.41
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/24/2017	05/24/2017	90.00
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals		Invoice	$90.00
Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util**				
17785 - The Howard E. Nyhart Company, INC	12City/UTil DDC	05/23/2017	05/23/2017	1,622.39
	Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util** Totals		Invoice	$1,622.39
	Program **120000 - Main** Totals		Invoice	$25,268.32
	Department **12 - Human Resources** Totals		Invoice	$25,268.32
	Fund **804 - Insurance Voluntary Trust** Totals		Invoice	$25,268.32
			Invoice	$1,104,585.99

Board of Public Works Claim Register

Invoice Date Range 05/17/17 - 05/17/17
Special Check Run-Utility Checks

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	5019542005041 7	19-ACC-gas bill 4/6-5/4/17	Paid by Check # 65524		05/17/2017	05/17/2017	05/17/2017		05/17/2017	831.37
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$831.37
				Program **010000 - Main** Totals				Invoice Transactions 1		$831.37
				Department **01 - Animal Shelter** Totals				Invoice Transactions 1		$831.37
Department **06 - Controller's Office**										
Program **060000 - Main**										
Account **53730 - Machinery and Equipment Rental**										
371 - Pitney Bowes, INC	1004065888	06-Quarter Meter Rental 2016 Q3 & Q4; 2017 Q1	Paid by Check # 65521		05/17/2017	05/17/2017	05/17/2017		05/17/2017	360.00
				Account **53730 - Machinery and Equipment Rental** Totals				Invoice Transactions 1		$360.00
Account **53990 - Other Services and Charges**										
50587 - Barnes & Thornburg LLP	1984577	06- Legal Services for Broadband	Paid by EFT # 17373		05/17/2017	05/17/2017	05/17/2017		05/17/2017	4,050.00
19660 - Bose McKinney & Evans, LLP	673699	06- Annex	Paid by EFT # 17374		05/17/2017	05/17/2017	05/17/2017		05/17/2017	43,557.35
19660 - Bose McKinney & Evans, LLP	9349M	06- Annex Jackson Group Mailings	Paid by EFT # 17374		05/17/2017	05/17/2017	05/17/2017		05/17/2017	22,166.93
19660 - Bose McKinney & Evans, LLP	9348M	06- Annex Hirons Communication	Paid by EFT # 17374		05/17/2017	05/17/2017	05/17/2017		05/17/2017	10,888.75
5648 - Reedy Financial Group, PC	3842	06- Annex Consulting	Paid by EFT # 17376		05/17/2017	05/17/2017	05/17/2017		05/17/2017	8,790.83
				Account **53990 - Other Services and Charges** Totals				Invoice Transactions 5		$89,453.86
				Program **060000 - Main** Totals				Invoice Transactions 6		$89,813.86
				Department **06 - Controller's Office** Totals				Invoice Transactions 6		$89,813.86
				Fund **101 - General Fund** Totals				Invoice Transactions 7		$90,645.23
Fund **451 - Motor Vehicle Highway**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	5241824705011 7	19-Street Dept-gas bill 4/3-5/1/17	Paid by Check # 65524		05/17/2017	05/17/2017	05/17/2017		05/17/2017	108.77
222 - Vectren	5241414305011 7	19-Traffic Bldg-gas bill 4/3-5/1/17	Paid by Check # 65524		05/17/2017	05/17/2017	05/17/2017		05/17/2017	66.55
				Account **53540 - Natural Gas** Totals				Invoice Transactions 2		$175.32
				Program **200000 - Main** Totals				Invoice Transactions 2		$175.32
				Department **20 - Street** Totals				Invoice Transactions 2		$175.32
				Fund **451 - Motor Vehicle Highway** Totals				Invoice Transactions 2		$175.32
Fund **452 - Parking Facilities**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812334979005-17	26-Pkg Garages-phone service 4/8-5/7/17	Paid by Check # 65513		05/17/2017	05/17/2017	05/17/2017		05/17/2017	362.80
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$362.80
				Program **260000 - Main** Totals				Invoice Transactions 1		$362.80
				Department **26 - Parking** Totals				Invoice Transactions 1		$362.80
				Fund **452 - Parking Facilities** Totals				Invoice Transactions 1		$362.80
Fund **730 - Solid Waste**										
Department **16 - Sanitation**										
Program **160000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	5019544005041 7	19-Sanitation-gas bill 4/6-5/4/17	Paid by Check # 65524		05/17/2017	05/17/2017	05/17/2017		05/17/2017	55.23
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$55.23
				Program **160000 - Main** Totals				Invoice Transactions 1		$55.23
				Department **16 - Sanitation** Totals				Invoice Transactions 1		$55.23
				Fund **730 - Solid Waste** Totals				Invoice Transactions 1		$55.23
Fund **802 - Fleet Maintenance**										
Department **17 - Fleet Maintenance**										
Program **170000 - Main**										
Account **53540 - Natural Gas**										
222 - Vectren	5186366605011 7	19-Fleet Maint-gas bill 4/3-5/1/17	Paid by Check # 65524		05/17/2017	05/17/2017	05/17/2017		05/17/2017	106.25
				Account **53540 - Natural Gas** Totals				Invoice Transactions 1		$106.25
				Program **170000 - Main** Totals				Invoice Transactions 1		$106.25
				Department **17 - Fleet Maintenance** Totals				Invoice Transactions 1		$106.25
				Fund **802 - Fleet Maintenance** Totals				Invoice Transactions 1		$106.25
				Grand Totals				Invoice Transactions 15		$91,344.83

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/15/2017	Bank Fees				
6/2/2017	Claims				1,104,585.99
5/17/2017	Sp Utility Cks				91,344.83
	Woodlawn Ave				
					1,195,930.82

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **$ 1,195,930.82**

Dated this 30TH **day of** MAY **year of 20**17.

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_____