Board of Public Works Meeting

April 18, 2017

AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, April 18, 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 #33381 at 312 W. 14th St.**
2. **Appeal of Noise Citation #33382 at 312 W. 14th St.**

IV. CONSENT AGENDA

1. **Approval of Minutes-April 4, 2017**
2. **Dedication of Right-of-Way at 600 East Hillside Drive**
3. **Resolution 2017-28: Allow Mobile Vendor to Operate in the Public Right-of-Way (812 BBQ, LLC)**
4. **Resolution 2017-29: Allow Mobile Vendor to Operate in the Public Right-of-Way (Domino's Pizza)**
5. **Noise Permit Request for Bloomington May Day Group (Monday, 5/1)**
6. **Noise Permit Request for Food Truck Fridays (April - November)**
7. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Request from Indiana University for a Right of Entry at 810 N. Woodlawn Avenue (Fire Station #3) for Woodlawn Reconstruction Project**
2. **Approve Change Order #14 for Rogers Street Project**
3. **Approve Change Order #1 for East 7th Street Path Connection Project**
4. **Award Contract for City of Bloomington Grass Cutting Services**
5. **Approve Bulk Oil Tank Purchase and Installation Agreement**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Appeal of Noise Ordinance Citation #33381

Appellant Information:
Blake Kalakay
312 W. 14th St.
Bloomington, Indiana 47404
Date Appealed: 03/27/2017

Citation Information:
Issued: 03/25/2017
Officer: Stephanie Barnes
Place: 312 W. 14th St., Bloomington, IN
For: Excessive Loud Noise from Residence

Officer's Description:
Officer Barnes was dispatched to the apartments located at 312 W. 14th Street at approximately 9:45 a.m., March 25, 2017, to investigate a complaint of loud music coming from the residence of 312 W. 14th Street. Officer Barnes could hear loud music coming from the residence from over ten feet away.

Officer Barnes approached four boys playing Frisbee on the front lawn. All the while officer Barnes continued to hear the loud music coming from the front porch.

Officer Barnes advised of her reason for being there and advised them to turn off the music as it was the source of the noise complaint. Officer Barnes then issued a notice of violation under ticket under #33381 to Mr. Blake Kalakay. The ticket was issued at approximately 10:03 a.m.

Appellant's Description:
Mr. Kalakay appeals this notice of violation because he did not believe the stereo to be at a volume that would have been detectable in a nearby house and that the music had already been turned off for a few minutes by the time the officer asked for the music to be turned off.

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 9:08 a.m. Officer Barnes was dispatched for loud music at approximately 9:45 a.m. and when approaching 312 W. 14th Street at approximately 9:55 a.m. she could hear loud music emanating from 312 W. 14th Street. Mr. Kalakay 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. Kalakay'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: Blake Kalakay Phone Number 260-416-2558

Citation Number: 33381 Date on Noise Citation: 3/25/2017

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

Local Address:
312 W 14th street, Bloomington, IN, 47404

Permanent Address:
11614 Eagle Creek pass, Fort Wayne, IN, 46814

bKalakay@umail.iu.edu

Today's Date: 3/27/2017

Reason for Appeal: When the officer arrived for complaints of a wild party; the reality of the situation was that there were four people playing frisbee in the front yard. Although the stereo was on I do not beleive it to be at a volume that would have been detectable in a nearby house. When the officer arrived she asked us to turn the music off, but it had already been off for a few minutes.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 3/27/2017 When the Board of Public Works will consider my appeal.

Blake K

Signature

3/27/2017

Date

For use by Public Works:

Date Appeal Received: 3/26/17 Received By: Christina Smith

Date Appeal Forwarded to Legal Department: 3/26/17

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 33381

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
Saturday	25	March	2017	9:11 A

Last Name	First	MI
Kula Kay	Blake	T

Street Address	D.O.B.
212 W 14th	

City	State	Zip Code
Bloomington	IN	47404

Sex	Race	SSN/OLN
M	W	17700-26 2914

DID COMMIT THE FOLLOWING OFFENSE:

Noise Ord Violation

☑ Excessive Loud Noise
✓ Residence _____ Vehicle

Contrary to the BMC § 14.2.30

at _____, Bloomington, IN.

Officer's Signature	I.D. No.
[signature]	1361

City of Bloomington, Indiana

Date 2-25-2017

I promise to appear in the City of Bloomington Legal Department, City Hall, Showers Building, Suite 220, 401 North Morton Street, Bloomington, Indiana, on the 11 day of Apr 1, 2017, at 8:30 a.m.

Signature [signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Appeal of Noise Ordinance Citation #33382

Appellant Information:
Grant Caldwell
312 W. 14th St.
Bloomington, Indiana 47404
Date Appealed: 03/27/2017

Citation Information:
Issued: 03/25/2017
Officer: Stephanie Barnes
Place: 312 W. 14th St., Bloomington, IN
For: Excessive Loud Noise from Residence

Officer's Description:
Officer Barnes was dispatched to the apartments located at 312 W. 14th Street at approximately 9:45 a.m., March 25, 2017, to investigate a complaint of loud music coming from the residence of 312 W. 14th Street. Officer Barnes could hear loud music coming from the residence from over ten feet away.

Officer Barnes approached four boys playing Frisbee on the front lawn. All the while officer Barnes continued to hear the loud music coming from the front porch.

Officer Barnes advised of her reason for being there and advised them to turn off the music as it was the source of the noise complaint. Officer Barnes then issued a notice of violation under ticket under #33382 to Mr. Grant Caldwell. The Ticket was issued at approximately 10:03 a.m.

Appellant's Description:
Mr. Caldwell appeals this notice of violation, because it was 10:30 a.m. and the music was not loud enough to be excessive noise and that they had already turned the music off for a few minutes before the officer had asked for it to be turned off.

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 9:08 a.m. Officer Barnes was dispatched for loud music at approximately 9:45 a.m. and when approaching 312 W. 14th Street at approximately 9:55 a.m. she could hear loud music emanating from 312 W. 14th Street. Mr. Caldwell 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. Caldwell'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: GRANT Caldwell

Phone Number 260-494-6635

Citation Number: 33382

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

Date on Noise Citation: 3/25/2017

Local Address:
312 W 14th Street, Bloomington, IN, 47406

Permanent Address:
13711 Whiskey Creek DR, Fort Wayne, IN, 46814

gcaldwell513@gmail.com

Today's Date: 3/27/17

Reason for Appeal: When the officer Approached us, She informed us that there had been a Call for "A wild party", When it was only 4 boys playing Frisbee At 10:30 Am. We had A Stereo playing, but it was in no way loud enough to be Close to "Excessive loud noise" As the Citation calls it. Additionally, While we were Speaking with the officer, She told us to turn off the music when it had Already been off for A minute or two.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 3/27/17
When the Board of Public Works will consider my appeal.

Signature

3/27/17
Date

For use by Public Works:

Date Appeal Received: 3/26/17

Received By: Christina Smith

Date Appeal Forwarded to Legal Department: 3/26/17

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 33382

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
[illegible]	[illegible]	March	2017	1915A

Last Name	First	MI
Caldwell	Grant	M.

Street Address	D.O.B.
312 W 14th	5-13-97

City	State	Zip Code
Bloomington	IN	47404

Sex	Race	SSN/OLN
M	W	4846-26-1219

DID COMMIT THE FOLLOWING OFFENSE:

Noise Ord Violation

☑ Excessive Loud Noise
X Residence _____ Vehicle

Contrary to the BMC § 14.09.036

at 312 W 14th, Bloomington, IN.

Officer's Signature	I.D. No.
[signature]	1361

City of Bloomington, Indiana

Date 2-25-2017

I promise to appear in the City of Bloomington Legal Department, City Hall, Showers Building, Suite 220, 401 North Morton Street, Bloomington, Indiana, on the 11 day of April, 2017, at 8:30 a.m.

Signature _____

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, April 4, 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: Roy Aten – Planning and Transportation
Sean Starowitz – Economic and Sustainable Development
Jacqui Bauer – Economic and Sustainable Development
Adam Wason – Public Work
Rick Dietz – Information and Technology Services
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

Cox Deckard reminded residents that the Hoosier Half Marathon and 5K is scheduled to occur on April 8, 2017. There may be several road closures and traffic delays.

PETITIONS & REMONSTRANCES

None

OPEN SEALED BIDS

Open Sealed Quotes for Concrete Service Work

Cox Deckard opened the sealed quotes for the Concrete Service Work. Quotes were received from the following companies:

- Groomer Construction, Inc.:
  - Item 1: $53.40
  - Item 2: $60.50
  - Item 3: $55.00
  - Item 4: $71.25
  - Item 5: See Itemized Sheet
  - Item 6: See Itemized Sheet
- Hostetler Concrete Construction, LLC:
  - Item 1: $25.00

- Item 2: $43.00
- Item 3: $21.00
- Item 4: $1,500.00
- Item 5: $75.00
- Item 6: $111.00

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

CONSENT AGENDA

1. Approval of Minutes-March 21, 2017
2. Noise Permit Request for Monroe County History Center Dinner with the Dearly Departed Fundraiser (Saturday, 10/7)
3. Resolution 2017-23: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (La Pablana, LLC)
4. Approval of Payroll Register for 3-31-17 in the amount of $371,291.94

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

NEW BUSINESS

Resolution 2017-25: Use of Public Streets for Bloomingfoods Co-Op Vendor Fair (Saturday 4/29)

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-25: Use of Public Streets for Bloomingfoods Co-Op Vendor Fair (Saturday 4/29). See meeting packet for further details.

Cox Deckard commented that the only business affected by the closure is actually planning to participate in the event.

Palazzo made a motion to approve Resolution 2017-25: Use of Public Streets for Bloomingfoods Co-Op Vendor Fair (Saturday 4/29). Boatman seconded. The motion passed. Resolution 2017-25 approved.

Award Contract for the City Hall Roof Replacement Project

Jacqui Bauer, with Economic and Sustainable Development, presented the Contract for the City Hall Roof Replacement Project. See meeting packet for further details.

Boatman made a motion to approve the Contract for the City Hall Roof Replacement Project to Steve's Roofing. Palazzo seconded. The motion passed. Contract approved.

Resolution 2017-26: Walnut Street Parking Garage Spaces for Monroe County Employees

Wason presented Resolution 2017-26: Walnut Street Parking Garage Spaces for Monroe County Employees. See meeting packet for further details.

Palazzo noted that there are enough spaces to accommodate the County employees in addition to other employers and residents.

Palazzo made a motion to approve Resolution 2017-26: Walnut Street Parking Garage Spaces for Monroe County Employees. Boatman seconded. The motion passed. Resolution 2017-26 approved.

Resolution 2017-27: Dispose of Surplus Personal Property Owned by the Information and Technology Services Department

Rick Dietz, with Information and Technology Services, presented Resolution 2017-27: Dispose of Surplus Personal Property Owned by the Information and Technology Services Department. See meeting packet for further details.

Dietz added that the department will partner with ServeIT with hopes of the equipment being refurbished, donated, and reused.

Boatman made a motion to approve Resolution 2017-27: Dispose of Surplus Personal Property Owned by the Information and Technology Services Department. Palazzo seconded. The motion passed. Resolution 2017-27 approved.

Request from Indiana University to Temporarily Close North Woodlawn Avenue for Construction

This item was moved to the beginning of the New Business agenda during the meeting.

Roy Aten, with Planning and Transportation, presented the Request from Indiana University to Temporarily Close North Woodlawn Avenue for Construction. See meeting packet for further details.

Boatman asked if properties adjacent to the closed section have been notified of the pending closure.

Aten explained staff is currently working with them to make some adjustments to provide parking.

Boatman asked if the affected properties are all Indiana University (IU) properties.

Jason Banach, with IU Realty, explained that half are IU properties, and the rest are privately held. The City fire station is one property, which IU holds a reversionary interest.

Cox Deckard asked if they are primarily rental properties.

Banach confirmed.

Boatman asked if residents were notified before.

Banach explained this was addressed at the Old Northeast Neighborhood Association meeting. However, not all of the residents were present. IU staff is working with City staff to ensure everyone is informed.

Boatman made a motion to approve the Request from Indiana University to Temporarily Close North Woodlawn Avenue for Construction. Palazzo seconded. The motion passed. Closure approved.

Approve Change Orders #3 and #4 for Woodlawn Railroad Crossing

Aten presented Change Orders #3 and #4 for Woodlawn Railroad Crossing. See meeting packet for further details.

Boatman asked if there will be more change orders.

Aten said there may be one last one in a few months.

Palazzo made a motion to approve Change Orders #3 and #4 for Woodlawn Railroad Crossing. Boatman seconded. The motion passed. Change orders approved.

Approve Change Order #7 for Old State Road 37 and Dunn Correction Project

Aten presented Change Order #7 for Old State Road 37 and Dunn Correction Project. See meeting packet for further details.

Boatman asked about the initial design elevation.

Aten explained the design allows the pedestrian bridge to flood. This change order will correct that.

Boatman made a motion to approve Change Order #7 for Old State Road 37 and Dunn Correction Project. Palazzo seconded. The motion passed. Change order approved.

STAFF REPORTS & OTHER BUSINESS

Adam Wason, with Public Works, provided the following announcements:

- Almost two weeks ago City Council approved the Sanitation Modernization plan. There is an upcoming Town Hall meeting for residents to come and select cart sizes. Staff is anticipating an October implementation date.

  Boatman asked about the process for establishing the fees.

  Wason explained City Council approved a range of fees for each trash cart size; recycling is included. Over the next few months residents will receive surveys requesting their choice of cart size for trash. Staff will use the surveys to determine the number of carts per size, and the final fee.

  Boatman asked if the survey choices are final.

  Wason confirmed. There will be a 60-day grace period where residents may move to the next size up or down for free. The default size will be the middle size for both trash and recycling.

  Cox Deckard asked if residents can choose different size containers for recycling and trash.

  Wason confirmed. He explained carts will be on display at different locations around the city. The survey will indicate the range of prices for the various containers.

  Boatman asked if all waste and recycling has to fit in the containers.

  Wason confirmed. Residents would be asked to wait until the next week or use the South Walnut Street location. He would recommend that residents choose

the larger size to take care of this issue.

- A bridge rehabilitation taking place by IU on Jordan Avenue just north of 10th Street, will occur right after graduation,

  Boatman asked if both Woodlawn Ave. and Jordan Ave. would be closed for awhile at the same time.

  Wason confirmed. The only way to go north would be by using Fee Lane. Access on Fee Lane and Indiana Ave. will be maintained.

- There are two retirements coming up: Barry Collins, the Facilities Maintenance Director; and Mike Young, the Fleet Maintenance Manager. The two retirements mean the positions will be open. For more information or an application, please visit bloomington.in.gov/jobs.

APPROVAL OF CLAIMS

Palazzo moved to approve the Claims Register for 3/28/17-4/7/17 in the amount of $528,966.31. Boatman seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:10 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: Dedication of right of way at Park South at Henderson and Hillside

Staff Representative: Rick Alexander

Petitioner/Representative: Park South LLC, Jeff Fanyo of Bynum, Fanyo and Assoc.

Date: April 10, 2017

Report: There is a new development at the southeast corner of Hillside and Henderson called Park South. This is directly south of Templeton School. The two westernmost corners have been developed in recent years.
The owners are dedicating property on both the north and west sides of the development. By accepting these parcels of land, it will place the proposed sidewalk, the angled parking and other amenities in the public right of way rather than on private property.

Recommendation and Supporting Justification: The development overlays four individual lots. Two of the lots (1 and 2) had been joined into one parcel previously and one lot (3) had been divided previously. The petitioners have provided a legal description and survey of each dedication. The existing right of way is greater near the intersection due to the turn lanes and the dedications vary based on their location.

Recommend ☒ **Approval** ☐ **Denial by** Rick Alexander

EXHIBIT A

RIGHT-OF-WAY DESCRIPTION

Owner: PARK SOUTH, LLC
Source: Instrument No. 2016017343

A strip of land for permanent right-of-way purposes being a part of a parcel owned by PARK SOUTH, LLC as recorded as Instrument Number 2016017343 in the office of the Recorder of Monroe County, Indiana, and with said parcel being a part of Lots 1 and 2 of Barclay Gardens as shown by the plat recorded in Plat Cabinet B, envelope 38, in said office of the Recorder of Monroe County, Indiana, said strip being more particularly described as follows:

Commencing at the southwest corner of said Lot 1; Thence on the south line of said Lot 1 North 89 degrees 46 minutes 59 seconds East 15.00 feet to the east right-of-way line of S. Henderson Street and the true Point of Beginning;

Thence leaving said south line and on said east right-of-way line North 00 degrees 07 minutes 18 seconds West 245.54 feet; Thence North 14 degrees 13 minutes 14 seconds East 32.58 feet; Thence North 50 degrees 18 minutes 13 seconds East 25.22 feet; Thence North 80 degrees 27 minutes 33 seconds East 40.46 feet to the south right-of-way line of E. Hillside Drive; Thence leaving said east right-of-way line and on said south right-of-way line South 89 degrees 28 minutes 39 seconds East 137.39 feet; Thence North 89 degrees 03 minutes 46 seconds East 62.63 feet to the east line of said Lot 2; Thence leaving said south right-of-way line and on said east line South 00 degrees 48 minutes 22 seconds East 23.11 feet; Thence leaving said east line North 89 degrees 06 minutes 23 seconds West 228.51 feet; Thence South 45 degrees 00 minutes 00 seconds West 30.02 feet; Thence South 01 degree 40 minutes 55 seconds East 71.58 feet; Thence South 04 degrees 35 minutes 32 seconds West 21.10 feet; Thence South 00 degrees 17 minutes 31 seconds West 43.30 feet; Thence South 04 degrees 14 minutes 48 seconds East 18.36 feet; Thence South 02 degrees 08 minutes 06 seconds West 43.42 feet; Thence South 18 degrees 15 minutes 30 seconds West 26.79 feet; Thence South 00 degrees 04 minutes 45 seconds East 35.88 feet to the south line of said Lot 1; Thence on said south line South 89 degrees 46 minutes 59 seconds West 9.00 feet to the point of beginning, containing within said bounds 0.22 acres (9,769.6 square feet).

Certified this _____ day of April, 2017

_____

Douglas R. Curry
Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
812-332-8030 tel

EXHIBIT B

RIGHT-OF-WAY DESCRIPTION

Owner: DWELLINGS II, LLC
Source: Instrument No. 2013005607

A strip of land for permanent right-of-way purposes being a part of a parcel owned by DWELLINGS II, LLC as recorded as Instrument Number 2013005607 in the office of the Recorder of Monroe County, Indiana, and with said parcel being a part of the east half of Lot 3 of Barclay Gardens as shown by the plat recorded in Plat Cabinet B, envelope 38, in said office of the Recorder of Monroe County, Indiana, said strip being more particularly described as follows:

Commencing at the northeast corner of said Lot 3; Thence on the east line of said Lot 3 South 00 degrees 48 minutes 22 seconds East 4.17 feet to the south right-of-way line of E. Hillside Drive and to the true Point of Beginning;

Thence leaving said south right-of-way line and continuing on said east line South 00 degrees 48 minutes 22 seconds East 23.62 feet; Thence leaving said east line North 89 degrees 04 minutes 41 seconds West 71.53 feet to the west line of said parcel; Thence on said west line North 00 degrees 48 minutes 22 seconds West 25.18 feet to said south right-of-way line; Thence leaving said west line and on said south right-of-way line South 87 degrees 49 minutes 55 seconds East 71.59 feet to the point of beginning, containing within said bounds 0.04 acres (1,744.4 square feet).

Certified this _____ day of April, 2017

_____

Douglas R. Curry
Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
812-332-8030 tel

EXHIBIT C

RIGHT-OF-WAY DESCRIPTION

Owner: DWELLINGS II, LLC
Source: Instrument No. 2004016831

A strip of land for permanent right-of-way purposes being a part of a parcel owned by DWELLINGS II, LLC as recorded as Instrument Number 2004016831 in the office of the Recorder of Monroe County, Indiana, and with said parcel being a part of the west half of Lot 3 of Barclay Gardens as shown by the plat recorded in Plat Cabinet B, envelope 38, in said office of the Recorder of Monroe County, Indiana, said strip being more particularly described as follows:

Commencing at the northwest corner of said Lot 3; Thence on the west line of said Lot 3 South 00 degrees 48 minutes 22 seconds East 1.46 feet to the south right-of-way line of E. Hillside Drive and to the true Point of Beginning;

Thence leaving said west line and on the south right-of-way line North 89 degrees 22 minutes 57 seconds East 71.50 feet to the east line of said parcel; Thence leaving said south right-of-way line and on said east line South 00 degrees 48 minutes 22 seconds East 25.18 feet; Thence leaving said east line North 89 degrees 04 minutes 41 seconds West 49.21 feet; Thence North 88 degrees 42 minutes 17 seconds West 22.32 feet to the west line of said Lot 3; Thence on said west line North 00 degrees 48 minutes 22 seconds West 23.11 feet to the point of beginning, containing within said bounds 0.04 acres (1,729.7 square feet).

Certified this _____ day of April, 2017

_____

Douglas R. Curry
Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
812-332-8030 tel

EXHIBIT D

RIGHT-OF-WAY DESCRIPTION

Owner: DWELLINGS III, LLC
Source: Instrument No. 201003577

A strip of land for permanent right-of-way purposes being a part of a parcel owned by DWELLINGS III, LLC as recorded as Instrument Number 201003577 in the office of the Recorder of Monroe County, Indiana, and with said parcel being a part of Lot 4 of Barclay Gardens as shown by the plat recorded in Plat Cabinet B, envelope 38, in said office of the Recorder of Monroe County, Indiana, said strip being more particularly described as follows:

Commencing at the northwest corner of said Lot 4; Thence on the west line of said Lot 4 South 00 degrees 48 minutes 22 seconds East 4.17 feet to the south right-of-way line of E. Hillside Drive and to the true Point of Beginning;

Thence leaving said west line and on said south right-of-way line South 87 degrees 50 minutes 25 seconds East 65.08 feet to the east line of said parcel; Thence leaving said south right-of-way line and on the east line of said parcel South 00 degrees 48 minutes 22 seconds East 18.71 feet; Thence leaving said east line North 88 degrees 59 minutes 10 seconds West 65.03 feet to the west line of said Lot 4; Thence on said west line North 00 degrees 48 minutes 22 seconds West 20.01 feet to the point of beginning, containing within said bounds 0.03 acres (1,258.5 square feet).

Certified this _____ day of April, 2017

_____

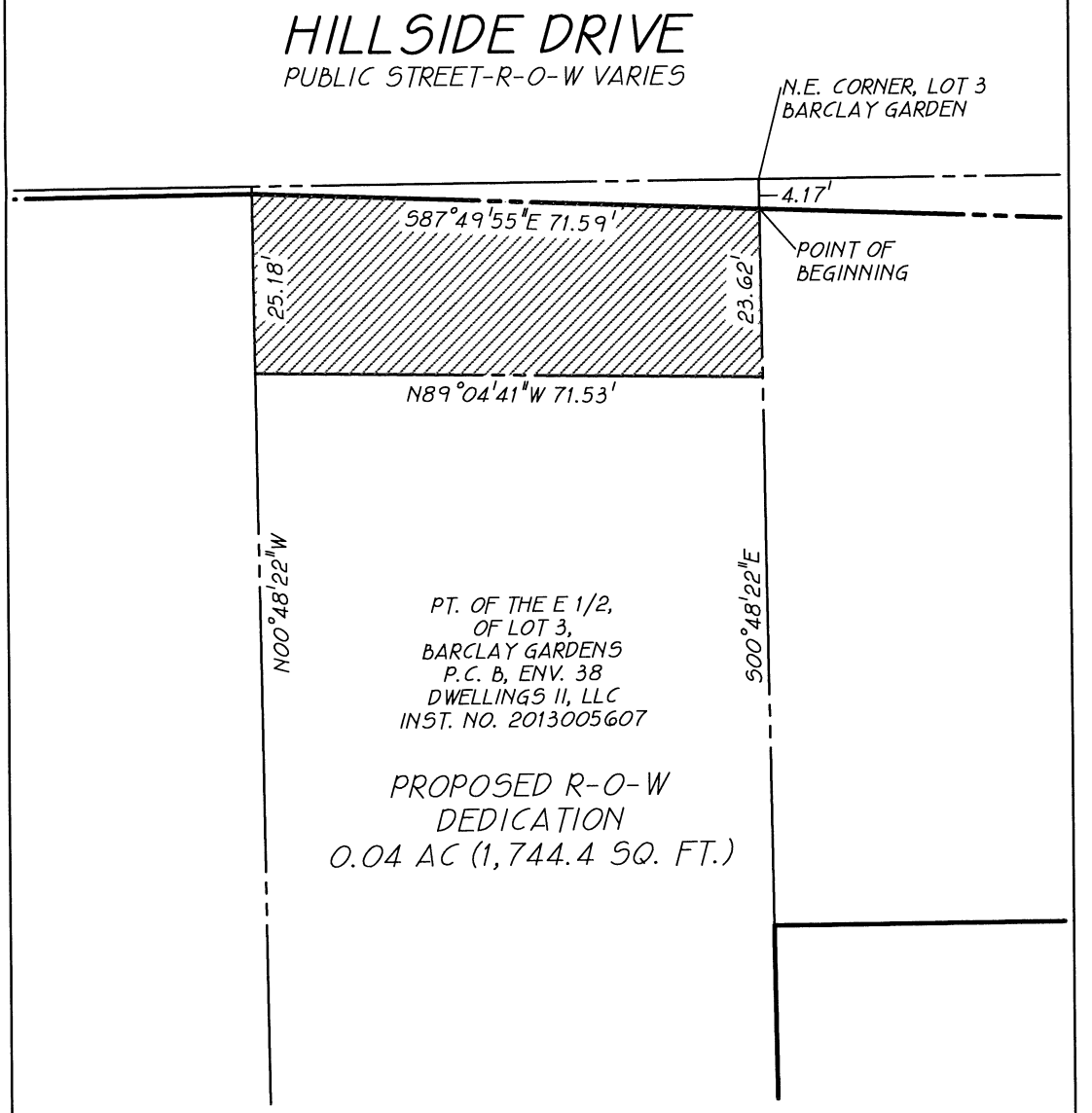
Douglas R. Curry
Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
812-332-8030 tel

PARCEL NO. PT E 1/2 LOT 3 BARCLAY GARDENS
PROJECT NO. 401612
ROAD NO. HILLSIDE DRIVE
COUNTY: MONROE
SECTION: 9
TOWNSHIP: T8N
RANGE: R1W

OWNER: DWELLINGS II, LLC
DEED RECORD INST. NO. 2013005607

PERMANENT R/W TAKING

SCALE 1"=20'



GIVEN UNDER MY HAND AND SEAL_____
(DATE)

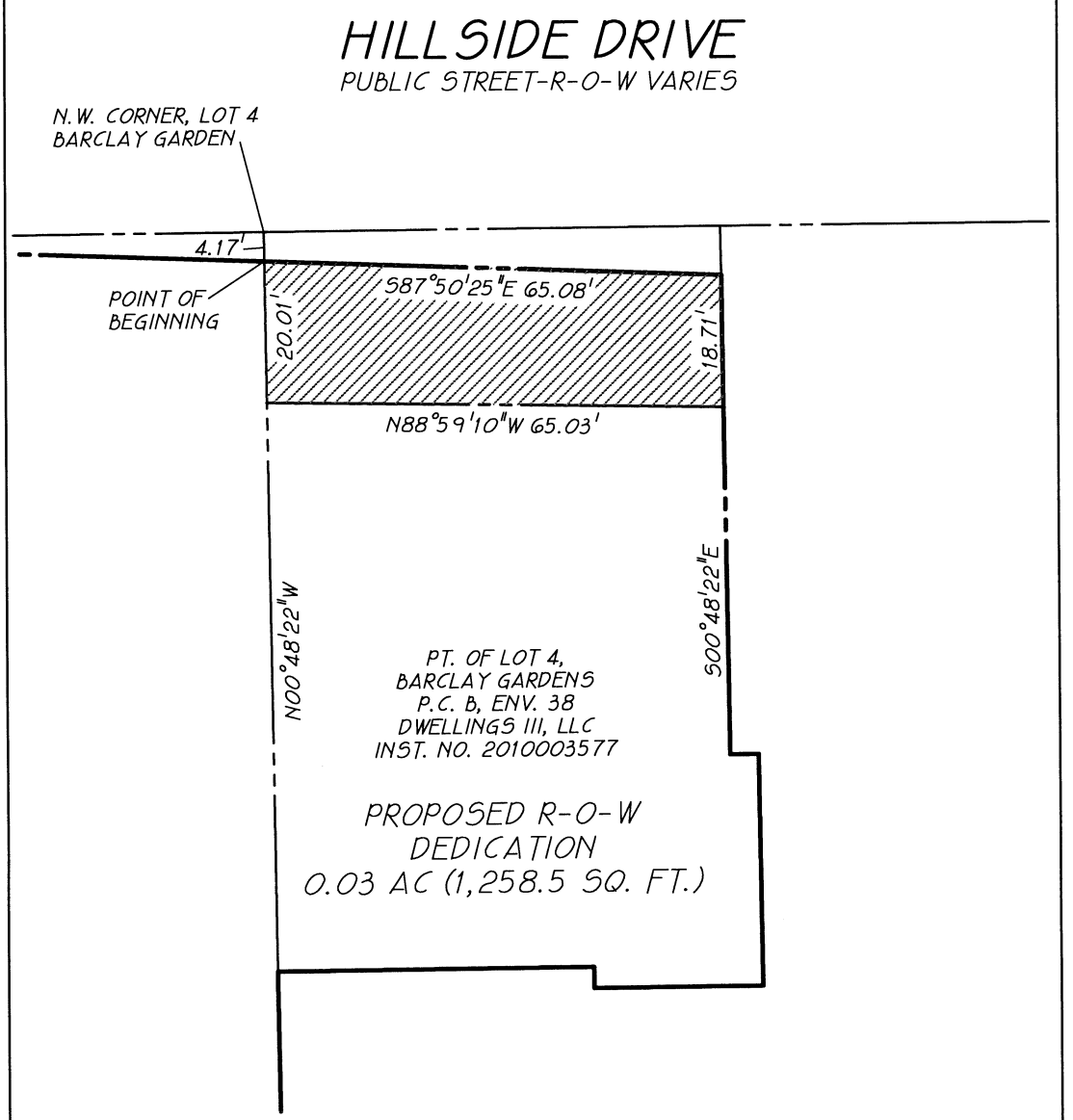
DOUGLAS R. CURRY Registered L. S.
No. 890006 State of Indiana
BYNUM FANYO & ASSOCIATES
528 NORTH WALNUT STREET
BLOOMINGTON, IN. 47401
(812) 332-8030

PARCEL NO. PT OF LOT 4 BARCLAY GARDENS
PROJECT NO. 401612
ROAD NO. HILLSIDE DRIVE
COUNTY: MONROE
SECTION: 9
TOWNSHIP: T8N
RANGE: R1W

OWNER: DWELLINGS III, LLC
DEED RECORD INST. NO. 2010003577

PERMANENT R/W TAKING

SCALE 1"=20'



GIVEN UNDER MY HAND AND SEAL_____
(DATE)

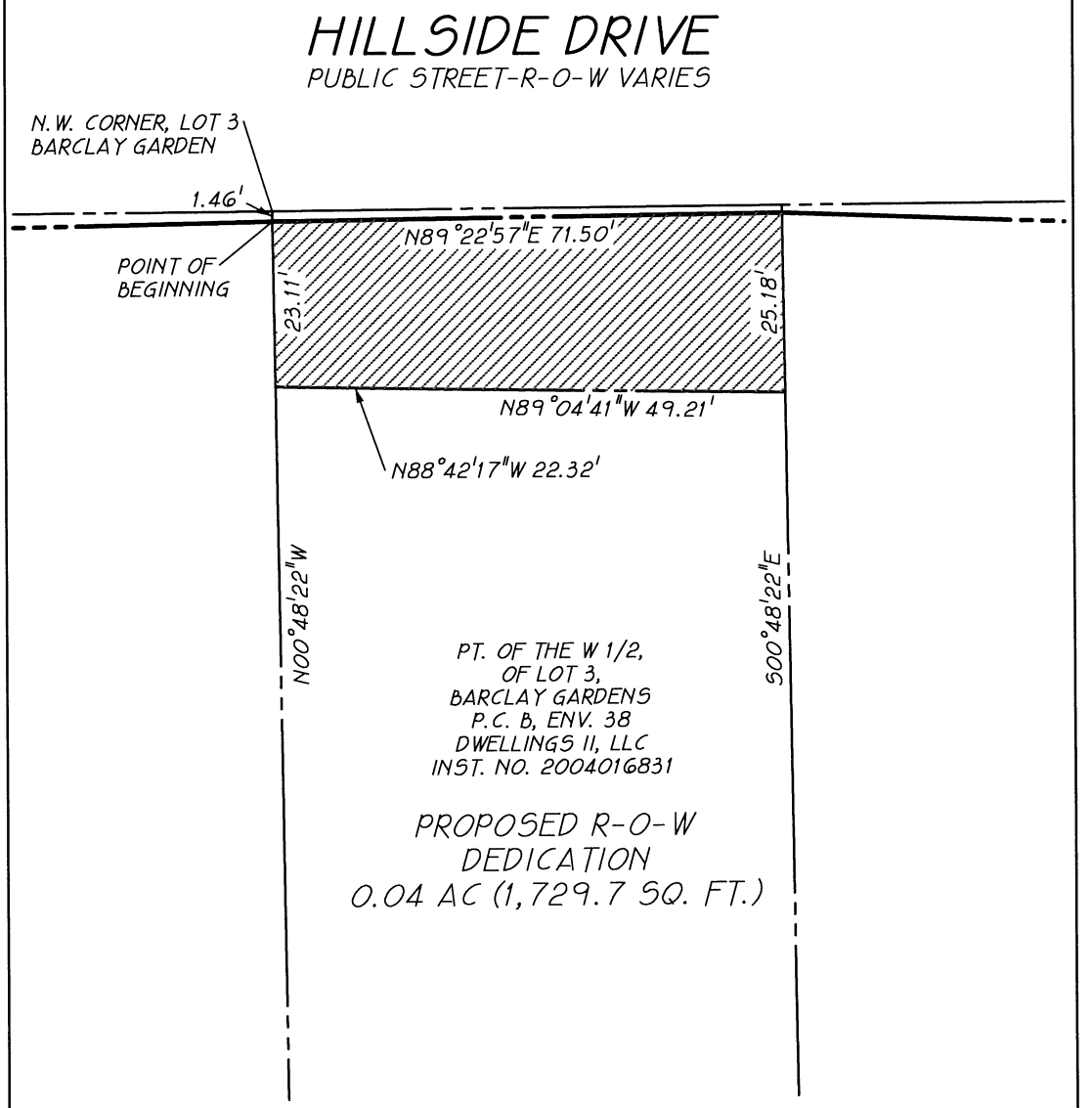
DOUGLAS R. CURRY Registered L. S.
No. 890006 State of Indiana
BYNUM FANYO & ASSOCIATES
528 NORTH WALNUT STREET
BLOOMINGTON, IN. 47401
(812) 332-8030

PARCEL NO. PT W 1/2 LOT 3 BARCLAY GARDENS
PROJECT NO. 401612
ROAD NO. HILLSIDE DRIVE
COUNTY: MONROE
SECTION: 9
TOWNSHIP: T8N
RANGE: R1W

OWNER: DWELLINGS II, LLC
DEED RECORD INST. NO. 2004016831

PERMANENT R/W TAKING

SCALE 1"=20'



GIVEN UNDER MY HAND AND SEAL_____
(DATE)

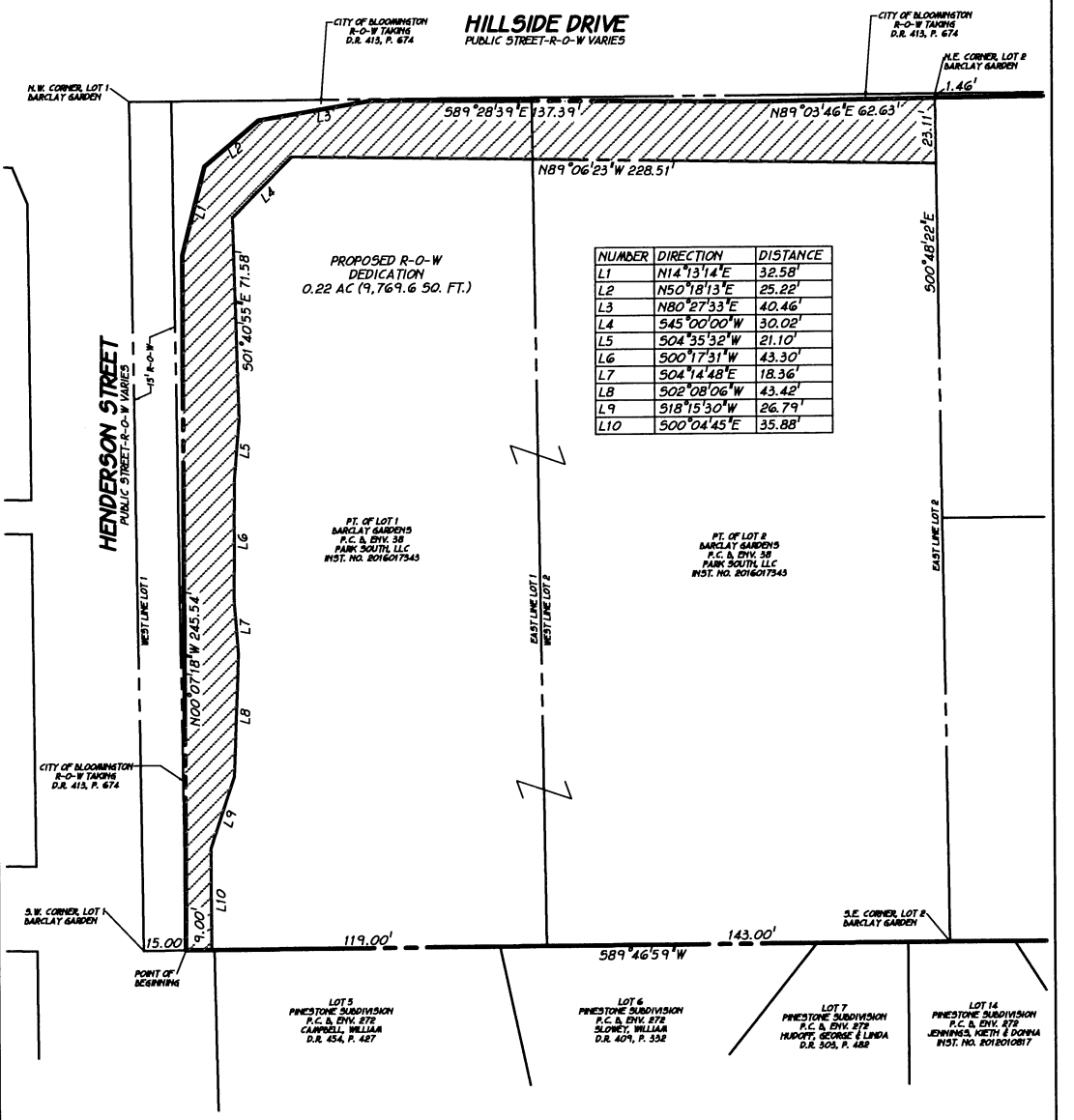
DOUGLAS R. CURRY Registered L. S.
No. 890006 State of Indiana
BYNUM FANYO & ASSOCIATES
528 NORTH WALNUT STREET
BLOOMINGTON, IN. 47401
(812) 332-8030

PARCEL NO. PT LOT 1 & 2 BARCLAY GARDENS
PROJECT NO. 401612
ROAD NO. HILLSIDE DRIVE
COUNTY: MONROE
SECTION: 9
TOWNSHIP: T8N
RANGE: R1W

OWNER: PARK SOUTH, LLC
DEED RECORD INST. NO. 2016017343

PERMANENT R/W TAKING

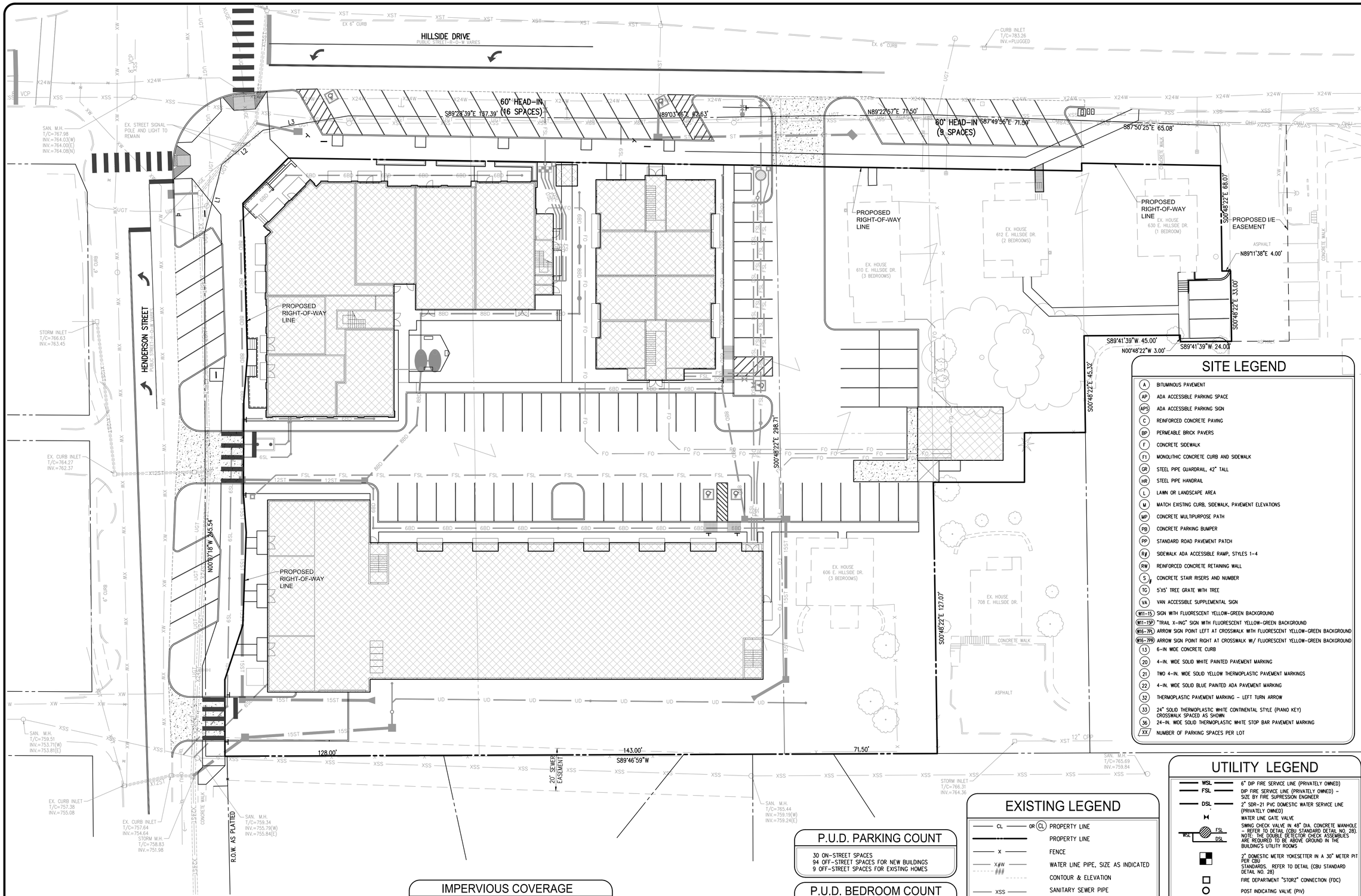
SCALE 1"=50'



NUMBER	DIRECTION	DISTANCE
L1	N14°13'14"E	32.58'
L2	N50°18'13"E	25.22'
L3	N80°27'33"E	40.46'
L4	S45°00'00"W	30.02'
L5	S04°35'32"W	21.10'
L6	S00°17'31"W	43.30'
L7	S04°14'48"E	18.36'
L8	S02°08'06"W	43.42'
L9	S18°15'30"W	26.79'
L10	S00°04'45"E	35.88'

GIVEN UNDER MY HAND AND SEAL_____
(DATE)

DOUGLAS R. CURRY Registered L. S.
No. 890006 State of Indiana
BYNUM FANYO & ASSOCIATES
528 NORTH WALNUT STREET
BLOOMINGTON, IN. 47401
(812) 332-8030



SITE LEGEND

A	BITUMINOUS PAVEMENT
AP	ADA ACCESSIBLE PARKING SPACE
APS	ADA ACCESSIBLE PARKING SIGN
C	REINFORCED CONCRETE PAVING
BP	PERMEABLE BRICK PAVERS
F	CONCRETE SIDEWALK
F1	MONOLITHIC CONCRETE CURB AND SIDEWALK
GR	STEEL PIPE GUARDRAIL, 42" TALL
HR	STEEL PIPE HANDRAIL
L	LAWN OR LANDSCAPE AREA
M	MATCH EXISTING CURB, SIDEWALK, PAVEMENT ELEVATIONS
MP	CONCRETE MULTIPURPOSE PATH
PB	CONCRETE PARKING BUMPER
PP	STANDARD ROAD PAVEMENT PATCH
R#	SIDEWALK ADA ACCESSIBLE RAMP, STYLES 1-4
RW	REINFORCED CONCRETE RETAINING WALL
S	CONCRETE STAIR RISERS AND NUMBER
TG	5'x5' TREE GRATE WITH TREE
VA	VAN ACCESSIBLE SUPPLEMENTAL SIGN
W11-15	SIGN WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W11-15P	"TRAIL X-ING" SIGN WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W16-7PL	ARROW SIGN POINT LEFT AT CROSSWALK WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W16-7PR	ARROW SIGN POINT RIGHT AT CROSSWALK W/ FLUORESCENT YELLOW-GREEN BACKGROUND
13	6-IN WIDE CONCRETE CURB
20	4-IN. WIDE SOLID WHITE PAINTED PAVEMENT MARKING
21	TWO 4-IN. WIDE SOLID YELLOW THERMOPLASTIC PAVEMENT MARKINGS
22	4-IN. WIDE SOLID BLUE PAINTED ADA PAVEMENT MARKING
32	THERMOPLASTIC PAVEMENT MARKING - LEFT TURN ARROW
33	24" SOLID THERMOPLASTIC WHITE CONTINENTAL STYLE (PIANO KEY) CROSSWALK SPACED AS SHOWN
36	24-IN. WIDE SOLID THERMOPLASTIC WHITE STOP BAR PAVEMENT MARKING
XX	NUMBER OF PARKING SPACES PER LOT

UTILITY LEGEND

WSL	6" DIP FIRE SERVICE LINE (PRIVATELY OWNED)
FSL	DIP FIRE SERVICE LINE (PRIVATELY OWNED) - SIZE BY FIRE SUPRESSION ENGINEER
DSL	2" SDR-21 PVC DOMESTIC WATER SERVICE LINE (PRIVATELY OWNED)
	WATER LINE GATE VALVE
WSL FSL DSL	SWING CHECK VALVE IN 48" DIA. CONCRETE MANHOLE - REFER TO DETAIL (CBU STANDARD DETAIL NO. 28). NOTE: THE DOUBLE DETECTOR CHECK ASSEMBLIES ARE REQUIRED TO BE ABOVE GROUND IN THE BUILDING'S UTILITY ROOMS
	2" DOMESTIC METER YOKESETTER IN A 30" METER PIT PER CBU STANDARDS. REFER TO DETAIL (CBU STANDARD DETAIL NO. 28)
	FIRE DEPARTMENT "STORZ" CONNECTION (FDC)
	POST INDICATING VALVE (PIV)
FO	4" SCH. 80 PVC CONDUIT FOR SMITHVILLE FIBER OPTIC (PRIVATELY OWNED)
6SL	6" SDR-35 PVC SANITARY SEWER LATERAL (PRIVATELY OWNED)
ST	ADS BRAND SERIES N-12 HDPE STORM SEWER PIPE (PRIVATELY OWNED)
BD	SDR-35 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
GAS	GAS SERVICE LINE
ELEC	ELECTRIC SERVICE LINE - SEE NOTE THIS SHEET

EXISTING LEGEND

CL OR (CL)	PROPERTY LINE
	PROPERTY LINE
X	FENCE
X#W ###	WATER LINE PIPE, SIZE AS INDICATED
	CONTOUR & ELEVATION
XSS	SANITARY SEWER PIPE
X#ST	STORM SEWER PIPE, SIZE AS INDICATED
XOHE	OVERHEAD ELECTRIC LINES
XUGE	UNDERGROUND ELECTRIC LINES
XOHT	OVERHEAD TELEPHONE LINES
XUGT	UNDERGROUND TELEPHONE LINE
XGAS	GAS LINE PIPE

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

IMPERVIOUS COVERAGE

PUD AREA (PRIOR TO RIGHT-OF-WAY DEDICATION): 118,896.0 SF (2.73 AC)

RIGHT-OF-WAY DEDICATION AREA: 14,130.2 SF (0.32 AC)

NEW PUD AREA: 104,938.5 SF (2.41 AC)

TOTAL IMPERVIOUS SURFACE AREA WITHIN NEW PUD AREA: +69,924 SF

FINAL IMPERVIOUS COVERAGE WITHIN NEW PUD AREA: 66.6%

P.U.D. COMMERCIAL SPACE

A TOTAL OF 6,400 SF OF COMMERCIAL SPACE WILL BE LOCATED IN BUILDING 'A'

P.U.D. PARKING COUNT

30 ON-STREET SPACES
94 OFF-STREET SPACES FOR NEW BUILDINGS
9 OFF-STREET SPACES FOR EXISTING HOMES

P.U.D. BEDROOM COUNT

NEW BUILDINGS:
20 - TWO BEDROOM UNITS W/ 2 BATHROOM
35 - ONE BEDROOM UNITS W/ 1 BATHROOM
19 - EFFICIENCY

EXISTING HOMES:
1 - ONE BEDROOM HOME
1 - TWO BEDROOM HOME
2 - THREE BEDROOM HOMES

revisions:
2.20-17 Called for relocation of ex. board fence at SW corner of site. Added 2 on-street parking spaces along Henderson Dr. Shifted south end of front Henderson patio for bldg. A north 3.25 ft. Added sight triangle areas at site entrances.

SCALE: 1"=20'

BYNUM FANYO & ASSOCIATES, INC.
ARCHITECTURE
CIVIL ENGINEERING
PLANNING
528 north walnut street
bloomington, indiana
(812) 332-8030
(812) 339-2990 (Fax)

certified by:

PROPOSED
PARK SOUTH P.U.D.
600 - 630 E. HILLSIDE DRIVE
BLOOMINGTON, INDIANA 47401

title: SITE PLAN

designed by: JBT
drawn by: JBT
checked by: JSF
sheet no: C202
project no.: 401612

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Jarrod Terrell – 812 BBQ, LLC

Staff Representative: Jason Carnes

Meeting Date: April 18, 2017

Jarrod Terrell, owner of 812 BBQ, LLC has applied to renew his Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling various BBQ and beverages.

This application is for 1 year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-28

Mobile Vendor in Public Right of Way
812 BBQ, LLC

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

WHEREAS, 812 BBQ, LLC ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on April 18, 2017, and ending on April 17, 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. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of $2,500 for the first offense.

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

   a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
   b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
   c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
   d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
   e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior 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 18th, DAY OF April, 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 **2017-28** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Jarrod Terrell, 812 BBQ, LLC

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:	Jarrod Terrell		
Title/Position:	Owner		
Date of Birth:	9/7/76		
Address:	5300 N. Lakeview Dr.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	eightonetwobbq@yahoo.com		
Phone Number:	812-606-4491	Mobile Phone:	

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

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

4. Company Information

Name of Employer:	812 BBQ, LLC				
Address of Employer:	5300 N. Lakeview Dr.				
City, State, Zip:	Bloomington, IN 47404				
Employment Start Date:	9-16	End Date (If known):			
Phone Number:	812-606-4491				
Website / Email:	eightonetwobbq@yahoo.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
Jarrod Terrell	5300 N. Lakeview Dr. Bloomington, IN 47404

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

Date of incorporation or organization:	Aug. 23, 2016
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

Pulled Pork, Pork loin, Baked beans, mac-n-cheese, cole slaw, bagged chips, bottled drinks Using smoker and crock-pots.		
Planned hours of operation:	9am - 3am	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
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		

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

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

For City Of Bloomington Use Only

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

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.

Jarrod Terrell, 812 BBQ, LLC
Name, Printed

Signature

3-26-17
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: Jarrod Terrell, 812 BBQ, LLC

Signature: J Terrell

Date: 3-26-17

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

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

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

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

€ No mobile food vendor unit shall ever be left unattended

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

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

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

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

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

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

€ No mobile food vendor shall have a drive-thru

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

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

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

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

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

Vendor:

Name: Jarrod Terrell, 812 BBQ, LLC

Signature: J Terrell

Date: 3-26-17

Shelter Mutual Insurance Company
1817 W Broadway
Columbia, MO 65218
1-800-SHELTER (743-5837)

Received in ESD
APR - 3 2017

0020201766 8G

General Liability Insurance Policy Declarations

Addl. Interest or Addl. Insured Copy

Named Insured:
812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON IN 47404-8943

Policy Number: 13-31-10127464-2
Effective Date: 03-23-2017 (12:01 AM CST)
Expiration Date: 03-28-2018 (12:01 AM CST)

Agent: HAZEN INSURANCE AGENCY LLC
13-0D743-51
509 E HILLSIDE DR
STE 102
BLOOMINGTON IN 47401
812-334-1413

Notice to the Additional Insured: Your interest will be continuous until cancellation notice is mailed to you.

Policy and Endorsements are available upon request

Business of the Named Insured: MOBILE FOOD TRUCK

The Named Insured is a(n): Corporation
Audit Period: Annually

Limits of Insurance		
General Aggregate (Other Than Products - Completed Operations)	$2,000,000	
Products - Completed Operations Aggregate Limit (See Each Classification Below)	$2,000,000	
Personal And Advertising Injury Limit	$1,000,000	
Each Occurrence Limit	$1,000,000	
Rented To You Limit	$100,000	Any One Premises
Medical Expense Limit	$5,000	Any One Person

Description of Hazards	Premium Bases	Rates (Annual)	Advance Premium
PREMISES & OPERATIONS- 16902 RESTAURANTS - WITH NO SALE OF ALCHOLIC BEVERAGES - WITHOUT SEATING ITEM ZIP CODE: 47404 5300 N LAKEVIEW DR BLOOMINGTON IN	GROSS SALES PR $1000 $37,100	2.280	$85.00
PRODUCTS - COMPLETED OPERATIONS- 16902 RESTAURANTS - WITH NO SALE OF ALCHOLIC BEVERAGES - WITHOUT SEATING ITEM ZIP CODE: 47404 5300 N LAKEVIEW DR BLOOMINGTON IN	GROSS SALES PR $1000 $37,100	.245	$9.00

Premium Adjusting Endorsements	Limits	Deductible	Number	Premium
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization PIZZA EXPRESS INC DBA PIZZA X			CG 20 10 04 13	$9.00
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization CITY OF BLOOMINGTON			CG 20 10 04 13	$9.00

Thu Mar 23 12:34:37 CDT 2017

SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 03/23/2017
CHANGE EFFECTIVE 03/23/2017

NAME AND ADDRESS OF NAMED INSURED:
812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

AGENT:
HAZEN INSURANCE AGENCY LLC
509 E HILLSIDE DR
STE 102
BLOOMINGTON, IN 47401-7740
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-10127464-2

Effective Date: 03/23/2017, 12:01 AM Central Time
Expiration Date: 03/28/2018, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 5300 N LAKEVIEW DR BLOOMINGTON, IN 47404
BUSINESS OF THE NAMED INSURED IS: MOBILE FOOD TRUCK
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance		
General Aggregate (Other Than Product - Completed Operations)	$	2,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)	$	2,000,000
Personal and Advertising Injury Limit	$	1,000,000
Each Occurrence Limit	$	1,000,000
Rented To You Limit	$	100,000
Medical Expense Limit (Any One Person)	$	5,000
Premium	$	113.53

Coverage Form and Description of Hazards			Premium Basis	Premium
Code	Key	Description		
5300 N LAKEVIEW DR BLOOMINGTON, IN 47404 (COUNTY 105)				
Premises and Operations				
16902	**3**	**RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING**	**37100**	**85.00**
Products and Completed Operations				
16902	**3**	**RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING**	**37100**	**9.00**

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

	Limit	
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL 00 21		Nuclear Energy Liability Exclusion
IL-02-72		Indiana Changes - Cancellation And Nonrenewal
CG-20-10	PIZZA EXPRESS INC DBA PIZZA X AND ZA PROPERTIES, ITS OWNERS, AGENTS, AND EMPLOYEES	Additional Insured - Owners, Lessees or Contractors (Form
CG-20-10	CITY OF BLOOMINGTON	Additional Insured - Owners, Lessees or Contractors (Form

TERM 12 MONTHS
ZONE CODE 506

CONTINUATION PAGE --POLICY NUMBER **13-31-10127464-2** AGENT NUMBER **13-D743-51**

INSURED: **812 BBQ LLC**

ADDITIONAL INSURED
PIZZA EXPRESS INC DBA PIZZA X AND ZA PROPERTIES, ITS OWNERS, AGENTS, AND EMPLOYEES
2361 W RAPPEL AVE
BLOOMINGTON, IN 47404-1738

ADDITIONAL INSURED
CITY OF BLOOMINGTON
401 N MORTON SUITE 150
BLOOMINGTON, IN 47404-

AGENT

13-D743-51

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION ADVANCED AUTO CARE INC

INSPECTOR'S NAME ANDY KOONTZ INSPECTOR'S PHONE #

DATE OF INSPECTION 3-27-17

TAXICAB COMPANY N/A

VEHICLE YEAR DODGE MAKE 07 MODEL MONROE TRAILER & PICK UP

VIN 1D7HW48N55S338494

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

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

Additional Comments by Inspector: ALL TRUCK & TRAILER ARE IN GOOD SHAPE

Inspector Signature

Date: 3-27-17

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

Mobile Food Service Establishment

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

812 BBQ
JARROD TERRELL
5300 N. LAKEVIEW DRIVE
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.

Issued MAR 23 2017

By Thomas W Shafer

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

State Form 48099 (R2/11-10)
Approved by State Board of Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12616186-14741-47

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE
12	10	09/30/16	08/17/16	53 - MONROE	N	16	TK880NCE	GT	7		N	TK

EXPIRATION DATE	PRIOR YR PL	VEHICLE YEAR	MAKE	TYPE	MODEL	COLOR	VEHICLE IDENTICATION NUMBER
11/07/17		05	DOD	TK	DAK	RED/	1D7HW48N45S338494

	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE
CURRENT YEAR TAX	26.00	0.00	0.00	0.00	25.00	30.35	0.00	81.35
PRIOR YEAR TAX	8.67	0.00	0.00	8.67	8.33	0.00	0.00	17.00

REGISTRATION LICENSE TYPE
TRUCK 7,000 GENERAL TRUCK NEW FORMAT

SP

Legal Address
5300 N LAKEVIEW DR
BLOOMINGTON IN 47404-8943

JARROD TERRELL / DENISE DOYLE
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

State Form 48099 (R2/11-10)
Approved by State Board of Accounts 2010

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12576956-14658-583

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE
		09/19/16	08/22/16	53 - MONROE	N	16	TR933ZDY	GP	5		N	TR

EXPIRATION DATE	PRIOR YR PL	VEHICLE YEAR	MAKE	TYPE	MODEL	COLOR	VEHICLE IDENTICATION NUMBER
02/28/17		07	MON	TR	UNK	WHI/	0521MC052407D8126

	EXTAX	EX CREDIT	DAV CREDIT	EX TAX DUE	WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL DUE
CURRENT YEAR TAX	4.08	0.00	0.00	0.00	40.00	15.75	0.00	59.83
PRIOR YEAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 5,000

LB

Legal Address
5300 N LAKEVIEW DR
BLOOMINGTON IN 47404-8943

JARROD A TERRELL
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
812 BBQ, LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, August 23, 2016.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 23, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608231155264 / 7381682

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

City of Bloomington

P.O. Box 100
Bloomington, IN 47402

Permit Certificate

Date: 09/29/2016

Business Name: 812 BBQ

Address: 5300 W LAKEVIEW DR
Bloomington, IN 47402

Phone:

The following permit has been issued:

Permit No. 000064

Type: FOOD Temporary Vender/Cooking

Issued Date: 09/29/2016
Effective Date: 09/29/2016
Expiration Date: 09/29/2017

Notes: This permit is for a food trailer operating under the above named. This permit is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

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

Timothy N Clapp 9/29/2016

Inspector: Tim Clapp **Date**

REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1600135453454

812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

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

TID: 0158206614
LOC: 001
FID: 81-3645941/0

ISSUED: 08/25/2016
EXPIRES: 08/31/2018

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

812 BBQ LLC
5300 N LAKEVIEW DR
BLOOMINGTON, IN 47404-8943

COMMISSIONER

1600135453454

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

812BBQ
SEASONSRV.COM
Monroe

SEASONSRV.COM
4x4
GOODYEAR

Board of Public Works
Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Joshua Hauk–Domino's

Staff Representative: Jason Carnes

Meeting Date: April 18, 2017

Joshua Hauk, Manager of Domino's 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 pizza and beverages.

This application is for 3 day license running from April 20, 2017 through April 22, 2017.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-29

Mobile Vendor in Public Right of Way
DTID Pizza, Inc. (Domino's)

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, DTID Pizza, Inc. dba Domino's ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on April 20, 2017, and ending on April 23, 2017.

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

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

a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior

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 18th, DAY OF April, 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 **2017-29** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____ Date: _____
Joshua Hauk, DTID Pizza, Inc. dba Domino's

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:	Joshua Houk		
Title/Position:	Manager		
Date of Birth:	6/6/90		
Address:	7182 W Pinnacle Dr		
City, State, Zip:	Bloomington, IN, 47404		
E-Mail Address:	Houk.Joshua@gmail.com		
Phone Number:		Mobile Phone:	(574) 309-5562

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

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

4. Company Information

Name of Employer:	Dominos				
Address of Employer:	527 N Walnut St				
City, State, Zip:	Bloomington, IN, 47404				
Employment Start Date:	3/6/16	End Date (If known):	N/A		
Phone Number:	(812) 334-3030				
Website / Email:	Dominos.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
Michael Harding	2620 S Walnut St
Viktor Belaiv	527 N Walnut St

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

Date of incorporation or organization:	~~3/6/16~~ 1/7/16
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

Pizz from a trailer		
Planned hours of operation:	3p - 4am	
Place or places where you will conduct business (If private property, attach written permission from property owner):		
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		

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

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

For City Of Bloomington Use Only

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

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.

Joshua Houk, Dominos
Name, Printed

Signature

4/2/17
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: Joshua Houk, Dominos

Signature: [illegible]

Date: 4/2/17

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

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

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

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

€ No mobile food vendor unit shall ever be left unattended

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

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

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

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

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

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

€ No mobile food vendor shall have a drive-thru

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

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

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

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

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

Vendor:

Name: Joshua Hauk, Dominos

Signature: JHk

Date: 4/2/17

REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1500126859466

DOMINOS
527 N WALNUT ST
BLOOMINGTON, IN 47404-3844

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

TID: 0155383736
LOC: 002
FID: 47-5138403/0
ISSUED: 12/30/2015
EXPIRES: 12/31/2017

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

DTID PIZZA INCORPORATED
7200A WINDSOR DR
ALLENTOWN, PA 18106-9318

COMMISSIONER

1500126859466

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

Food Service Establishment

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

DOMINO'S NORTH,
MICHAEL HARDING-DTID PIZZA, INC
527 N. WALNUT ST
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.

Issued FEB 28 2017

By Thomas W Shapiro

2017

Expires annually at end of February

This License Is Not Transferable to Another Individual or Location

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2017

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

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

PRODUCER
The Upton Group LLC
356 Gunter Ave
Guntersville AL 35976

CONTACT NAME: Celia Maltbie
PHONE (A/C, No, Ext): (800)251-7407 FAX (A/C, No): (800)251-7408
E-MAIL ADDRESS: celia@uptonins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Casualty Ins Co	
INSURER B: Old Republic Union Ins Co	
INSURER C: Wesco Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DTID Pizza Inc., DBA: Domino's
11081 Sanders Drive
Fishers IN 46038

COVERAGES CERTIFICATE NUMBER: CL1732202581 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		BZS (18) 57035868	3/8/2017	3/8/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ORACHN000532-00	3/8/2017	3/8/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3257827	3/8/2017	3/8/2018	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is named as additional insured as their interest may appear as required by written contract in regards the the Event: Little 500 being held April 20th, 2017 thru April 22nd, 2017.

CERTIFICATE HOLDER
City of Bloomington
401 N. Norton Street
Bloomington, IN 47407

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
Jason Upton/CBM

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CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION A-1 Towing & Services

INSPECTOR'S NAME Cody Arthur INSPECTOR'S PHONE # 812-340-4501

DATE OF INSPECTION 4-6-17

TAXICAB COMPANY

VEHICLE YEAR 91 MAKE MODEL Trailer

VIN 1WC200E13M2817165

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

Date: 4-6-17

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

State of Indiana
Office of the Secretary of State

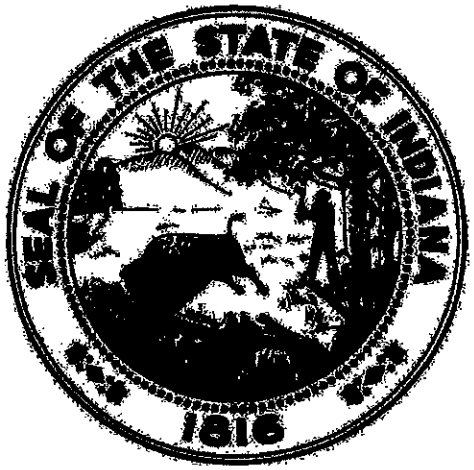
CERTIFICATE OF AMENDMENT

of

DTID PIZZA, INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation 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 Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, January 07, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 08, 2016

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2015092200211 / 2016010800014

RECEIVED 01/07/2016 05:04 PM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
1/8/2016 7:40 AM

ARTICLES OF AMENDMENT

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

Article IV - ENTITY NAME

DTID PIZZA, INC.

Creation Date: 9/22/2015

11081 SANDERS DR., FISHERS, IN 46038

REGISTERED OFFICE AND AGENT

UNITED STATES CORPORATION AGENTS, INC.
4010 WEST 86TH STREET, SUITE D, INDIANAPOLIS, IN 46268

The Signator represents that the registered agent named in the application has consented to the appointment of registered agent.

GENERAL INFORMATION

Adoption Date: 1/7/2016
Effective Date: 1/7/2016
Electronic Signature: LESLIE M. DAMER
Signator's Title: ATTORNEY

MANNER AND ADOPTION OF VOTE

SECTION 1 This amendment was adopted by the Board of Directors or incorporators and shareholder action was not required.

ADDITIONAL ARTICLES

Article IV : NUMBER OF SHARES: 125,000

RECEIVED 01/08/2016 09:17 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
1/8/2016 9:29 AM

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT

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

This statement is representation that the new registered agent has consented to the appointment as registered agent, or statement attached signed by registered agent giving consent to act as the new registered agent.

After the change or changes are made, the street address of this corporation's registered agent and the address of its registered office will be identical.

The registered agent filing this statement of change of the registered agent's business street address has notified the represented corporation in writing of the change, and the notification was manually signed or signed in facsimile.

ENTITY NAME

DTID PIZZA, INC.

Creation Date: 9/22/2015

11081 SANDERS DR. , FISHERS, IN 46038

REGISTERED OFFICE AND AGENT

BRENT R. BORG
10765 LANTERN ROAD, STE 201, FISHERS, IN 46037

GENERAL INFORMATION

Effective Date: 1/8/2016
Electronic Signature: LESLIE M. DAMER
Signator's Title: ATTORNEY

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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

12911094-15462-943

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
14	10	01/17/17	01/12/17	53 - MONROE	N	17	871RS	PA			N	4W	

EXPIRATION DATE	MUNICIPALITY	VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTICATION NUMBER	TYPE	COLOR
06/07/18	NONE OF THE ABOVE	03	VLV	XC9	YV1CM59H231020735	4W	BLK/

	EXTAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL
CURRENT YEAR TAX	36.00	0.00	0.00	0.00	25.00	0.00	21.35	0.00	82.35
PRIOR YEAR TAX	15.00	0.00	0.00	15.00	10.42	0.00	0.00	0.00	25.42

REGISTRATION LICENSE TYPE
PASSENGER - NEW PLATE TYPE

AR

Legal Address
7182 W PINNACLE DR
BLOOMINGTON IN 47404-8811

JOSHUA AARON HOUK
7182 W PINNACLE DR
BLOOMINGTON, IN 47404-8811

Form 77-507-12-2-1-000
Rev. 05/12
XXXXXXXXXXX

STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE
P.O.BOX 1140
JACKSON, MISSISSIPPI

ENFORCEMENT DATE
15 DAYS AFTER EXPIRATION
XXXXXXXXXXX

SERIAL NUMBER	UNIT NO	DATE ISSUED	TAG ISSUED	CLASS	WT	NUMBER
1WC200E13M2017165	200	08/01/2016		BT	LR	015906

COUNTY TAG REC	City	Co. ISSUE	MAKER	YR. MODEL	Fuel	Type	Body	SEATS	LIMITATIONS	FEE PAID DOLLARS	FEE PAID CENTS
918914		24	WE	1991			T		EXPIRES 07/2017	PAID	

OPERATOR (LESSEE)

OWNER (LESSOR)
RPM PIZZA INC

STREET - R.F.D.
15384 5TH ST

CITY GULFPORT STATE MS ZIP CODE 39503

THE ACCOMPANYING PLATE BEARING THE NUMNER SHOWN HEREON HAS BEEN ASSIGNED TO THE ADDRESSEE OF THIS FORM FOR USE ON THE MOTOR VEHICLE HEREIN DESCRIBED. THIS CARD MUST BE CARRIED IN VEHICLE.

DECAL NO.	OLD TAG NO.

DECAL 76011409

MISS. 17
76011409

DECALS ONLY

RECEIPT 00918914

TITLE 5774880

DLN 00000000

BATCH # 16214

Domino's
Domino's
Domino's
NOW HIRING
DRIVERS
TAKE HOME CASH EVERYDAY
JOBS.DOMINOS.COM
Domino's
YOUR FAVORITE
NEIGHBORHOOD
Domino's

Mobile Vendors			
Name	**License Term**	**License Dates**	**Approved for Public Property**
Big Cheez - 1	1 Year	2-7-17 - 2-6-18	Y
Big Cheez - 2	1 Year	2-7-17 - 2-6-18	Y
Thunder Hog BBQ	1 Year	8-19-16 - 8-18-17	N
Vilven LLC (dba Juancho's Munchies)	1 Year	9-20-16 - 9-19-17	Y
La Pablana	1 Year	4-4-17 - 4-3-18	Y
Barisgo Coffee	1 Year	5-31-16 - 5-30-17	Y
STIR Mobile Coffee	1 Year	2-8-17 - 2-7-18	N
Kabobs Gyros on Wheels	1 Year	1-25-17 - 1-24-18	Y
Kebab On Wheels, LLC	1 Year	1-25-17 - 1-24-18	Y
Doner Kebab	1 Year	3-21-17 - 3-20-18	Y
Wagon Wheel 2	1 Year	6-30-16 - 6-29-17	N
Brown County Kettle Corn	1 Year	5-27-16 - 5-26-17	Y
King Dough	1 Year	7-14-16 - 7-13-17	N
Monster Egg Roll	1 Year	7-14-16 - 7-13-17	N
Kona Ice of Bloomington	1 Year	7-13-16 - 7-12-17	Y
Greens Keeper Foods	1 Year	10-4-16 - 10-3-17	Y
Mina's Kitchen, LLC	1 Year	10-11-16 - 10-10-17	N
Red Frazier Bison, LLP	6 Months	2-22-17 - 2-21-18	N
Limestone BBQ, LLC	1 Year	2-21-17 - 2-20-18	Y
Comfort Catering, LLC	1 Year	2-22-17 - 2-21-18	Y
Wagon Wheel	1 Year	6-31-16 - 6-30-17	Y
Great White Smoke, LLC	6 Months	3-17-17 - 9-16-17	N
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 - 4-12-18	N
812 BBQ, LLC	1 Year	4-18-17 - 4-17-18	Y
Domino's	3 Day	4-20-17 - 4-4-22-17	Y
Pushcarts			
Name	**License Term**	**License Dates**	**Approved for Public Property**
Uel Works, LLC	1 Year	5-31-16 - 5-30-17	Y
Gimmie Sum Moe, LLC	6 months	2-7-17 - 8-6-17	Y
Chocolate Moose	1 Year	5-17-16 - 5-18-17	Y
Naughty Dog	1 Year	8-9-16 - 8-8-17	Y

Board of Public Works
Staff Report

Project/Event:	May First Rally
Petitioner/Representative:	Bloomington May Day Group
Staff Representative:	Christina Smith
Date:	April 18, 2017

Report: The Bloomington May Day Group plans to hold their May First Rally on Monday, May 1, 2017 at the Courthouse Square from 6:30 p.m. until 7:30 p.m. The rally is in support of the Moviemiento Cosecha National Rally.

The event coordinator has received permission from the Monroe County Commissioners to utilize the Courthouse Square for the event. A public address (PA) system will be used to amplify sound.

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

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: May First rally

Location of Event: Courthouse Square

Date of Event: 5/1/17

Time of Event: Start: 6:30 End: 7:30

Calendar Day of Week: Monday

Description of Event: This is a rally in support of Moviemiento Cosecha's national rally

Source of Noise: ☐ Live Band ☐ Instrument ☐ Loudspeaker

Will Noise be Amplified? ☑ Yes ☐ No

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

Applicant Information

Name: Aaron Burotti

Organization: Bloomington May Day Group

Title: Organizer

Physical Address: 416 W 4th Bloomington, IN

Email Address: thebritishgovernment@gmail

Phone Number: 812-340-8582

Signature: Aaron Burotti

Date: 4/7/17

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 Boatman, Vice-President

Date

Dana Palazzo, Secretary

May 1st A Day without Immigrants

Moviemientocosecha.com

Strategy

Our Vision

Cosecha is a nonviolent movement activating the migrant community and the public at large to fight for permanent protection, dignity, and respect for all immigrants in the United States. Developed by organizers who watched immigration reform stall in Congress for over a decade, Cosecha is taking a new approach. **We believe that in order to win real protection for our communities, we need to mobilize millions of active supporters—by polarizing the American people to take an active stance on immigration issues.**

Our work honors and draws from the legacy of other social movements in this country. We are students of the thousands of farmworkers who, under the leadership of Dolores Huerta, Larry Itliong and Cesar Chavez, fought back against labor exploitation. We have learned from the millions of African Americans who challenged the racism of Jim Crow and fueled the Civil Rights Movement. Building on this tradition, Cosecha views non-cooperation as our best tactic for building popular support and securing real victories for the 11 million undocumented immigrants in the U.S.

Why We're Striking

Time and time again our community is called upon to vote for the next Deporter-in-Chief, whether Obama or Trump, who will shape immigration policy for the next four to eight years. Each election, we're promised that if we vote for the Democrats, they will give us immigration reform. When their promises go unfulfilled--when Obama deports 3 million immigrants or when Trump expands his power to deport and terrorize our communities--what do we do? **We strike.**

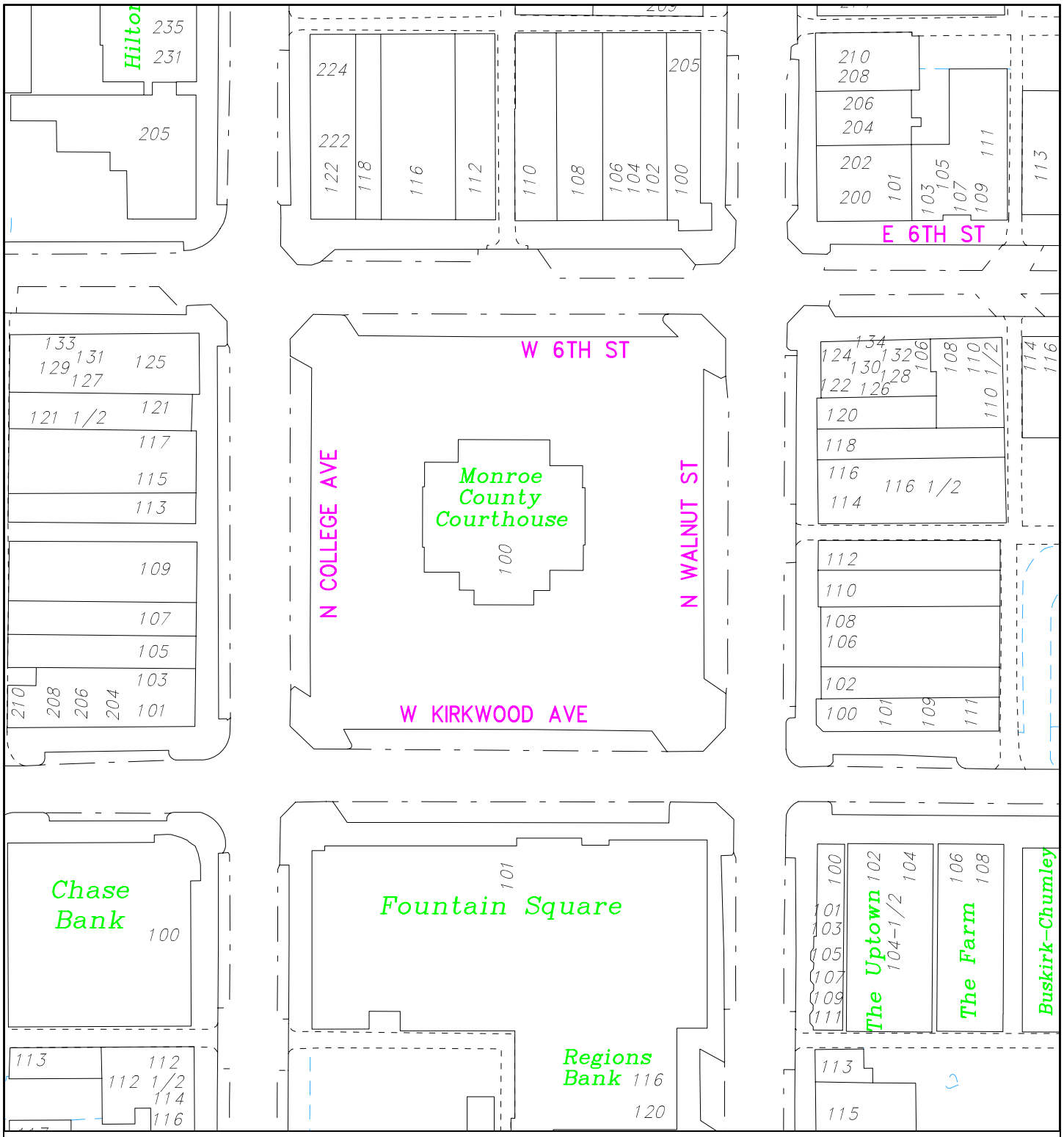
Long enough have we voted, marched in DC, and gone to court to protect the morsels of protection that we have; longer still have we endured pain as our communities are exploited, unrecognized, shamed, and torn apart.

Let's be clear. We are not striking to make the Republicans like us or to pass legislation that is in our favor. We are not striking because we want to remove Trump's oppressive executive orders. We are striking because our fight is not in DC--it's in every home, business, and industry that takes advantage of our labor and consumption. By striking, we

make it clear that this country cannot function without immigrants. We build confidence that through non-cooperation, we can force this country to recognize us and realize that it depends on us. It is not until the United States accepts that it cannot sustain itself without immigrant labor that we will be able to win permanent protection, dignity, and respect.

On February 16th, the immigrant community demonstrated their readiness and willingness to self-organize. The first Day Without Immigrants made waves all over the media. **Now, Cosecha is pushing to organize a series of intensifying strikes.**

We will start with one day, but we are going for seven--a week without immigrants. We will end with dignity, respect, and permanent protection.



By: hoseav
12 Apr 17

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: 2017 Food Truck Friday

Petitioner/Representative: Chocolate Moose

Staff Representative: Christina Smith

Meeting Date: April 18, 2017

Event Date: April through November

The Chocolate Moose wishes to hold Food Truck Friday in the First United Methodist Church parking lot, every Friday from 11:00 a.m. to 10:00 p.m., during the summer and fall season.

They host an assortment of food trucks and offer amplified live music in a festival-type atmosphere.

Staff is supportive of the 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.

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

Event and Noise Information

Name of Event:	Food Truck Friday		
Location of Event:	Lincoln & 3rd ST		
Date of Event:	April - November 2017	Time of Event:	Start: 11am
Calendar Day of Week:	Friday's		End: 10pm
Description of Event:	Local Food vendors set up + selling Food. Local artist playing acoustic & minimal amplified music.		
Source of Noise:	☑ Live Band ☑ Instrument ☑ Loudspeaker		Will Noise be Amplified? ☑ Yes ☐ No
Is this a Charity Event?	☐ Yes ☐ No	If Yes, to Benefit:	We do raise money for First United Methodist Church Charities.

Applicant Information

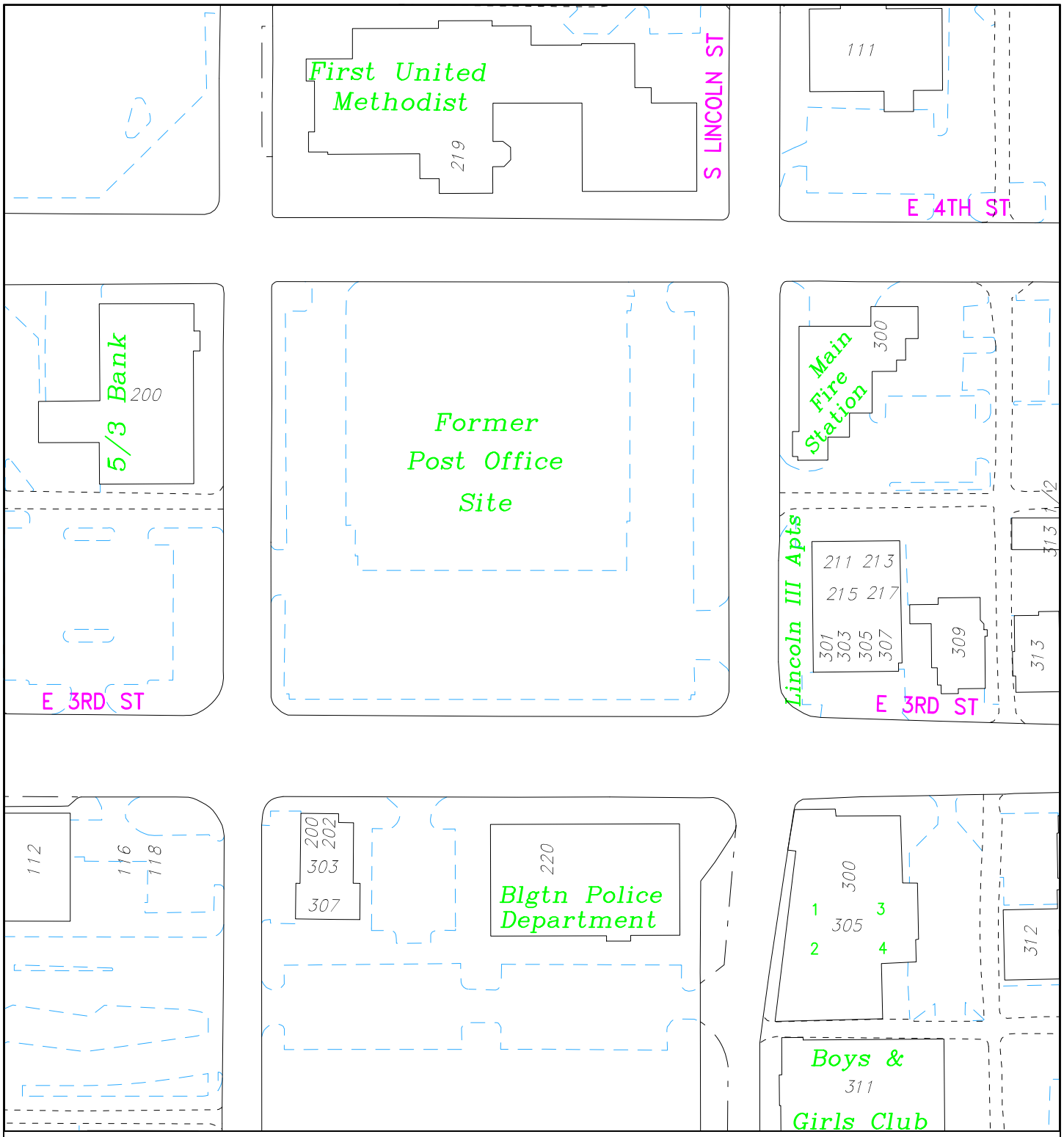
Name:	Justin Loveless		
Organization:	The Chocolate Moose	Title:	owner
Physical Address:	P.O. Box 1685, Bloomington, IN 47402		
Email Address:	jloveless@moosebrown.com	Phone Number:	812-320-2289
Signature:		Date:	4-12-17

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 Boatman, Vice-President
Date	Dana Palazzo, Secretary



Food Truck Fridays (April - November)

First United Methodist Church parking lot

11 a.m. to 10 p.m.

By: hoseav
12 Apr 17

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/13/2017	Payroll				377,400.74
					377,400.74

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 **$ 377,400.74**

Dated this 18th day of April 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:	Request from Indiana University for a Right of Entry at 810 N. Woodlawn Avenue (Fire Station #3) for Woodlawn Reconstruction Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	04/18/2017

Report: Indiana University will be beginning the Woodlawn Reconstruction Project this May. A portion of that work will be improvements to the sidewalks, driveways and landscaping at the City's Woodlawn Avenue Fire Station. This agreement for a right-of-entry for the Trustees of Indiana University and their contractors will allow for this reconstruction to take place.

The University, through their design consultant, has worked with the Fire Station Staff to coordinate this work so that the Fire Station remains fully operational during the project. This right-of-entry will commence after approval and is set to expire on June 30th, 2017.

Recommendation and Supporting Justification: Staff recommends that the Board approve this agreement for a right-of-entry at 810 North Woodlawn Avenue.

Recommend ☒ **Approval** ☐ **Denial by** _____

AGREEMENT
For
RIGHT OF ENTRY

The Trustees of Indiana University need to perform the following work:

The Trustees of Indiana University or their contractors will be reconstructing the curbs, sidewalks, and driveways of the roadway along the eastern side of North Woodlawn Avenue, and this work will occur on the parcel located east of North Woodlawn Avenue. The work will include the removal and reconstruction of the driveway entrance, the removal and relocation of a sidewalk, and any grading that is necessary, as well as the installation of all appurtenances as depicted on the Woodlawn Avenue Improvement 10th Street to Railroad Crossing plan set.

This work will require a grant of Right of Entry upon and across certain land owned by the undersigned:

CITY OF BLOOMINGTON

in Monroe County, Indiana, described as: **Parcel #: 013-68255-00**
P. O. Box 100
Bloomington, Indiana 47402

NOW, THEREFORE, it is agreed by and between the undersigned and The Trustees of Indiana University, in consideration of the agreements contained herein, that the undersigned hereby grant(s) a Right of Entry upon and across the land affected by the work, as described above; furthermore:

1. This Right of Entry hereby grants to The Trustees of Indiana University, its employees, agents, and contractors, the right to enter upon the undersigned's property to perform the work only in the area described above.

2. This right of entry shall expire on June 30, 2017.

3. The Trustees of Indiana University agree to repair or cause to be repaired any and all damage incurred by the undersigned's land, fences, sidewalks, etc., as a result of the work performed and to restore such property to as good a condition as it was prior to the execution of this Right of Entry and prior to the commencement of the work described above. The undersigned waives no right to make claims for any damages incurred by the work described above and performed by The Trustees of Indiana University, its employees, agents and contractors.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this _____ day of _____, 20____.

CITY OF BLOOMINGTON

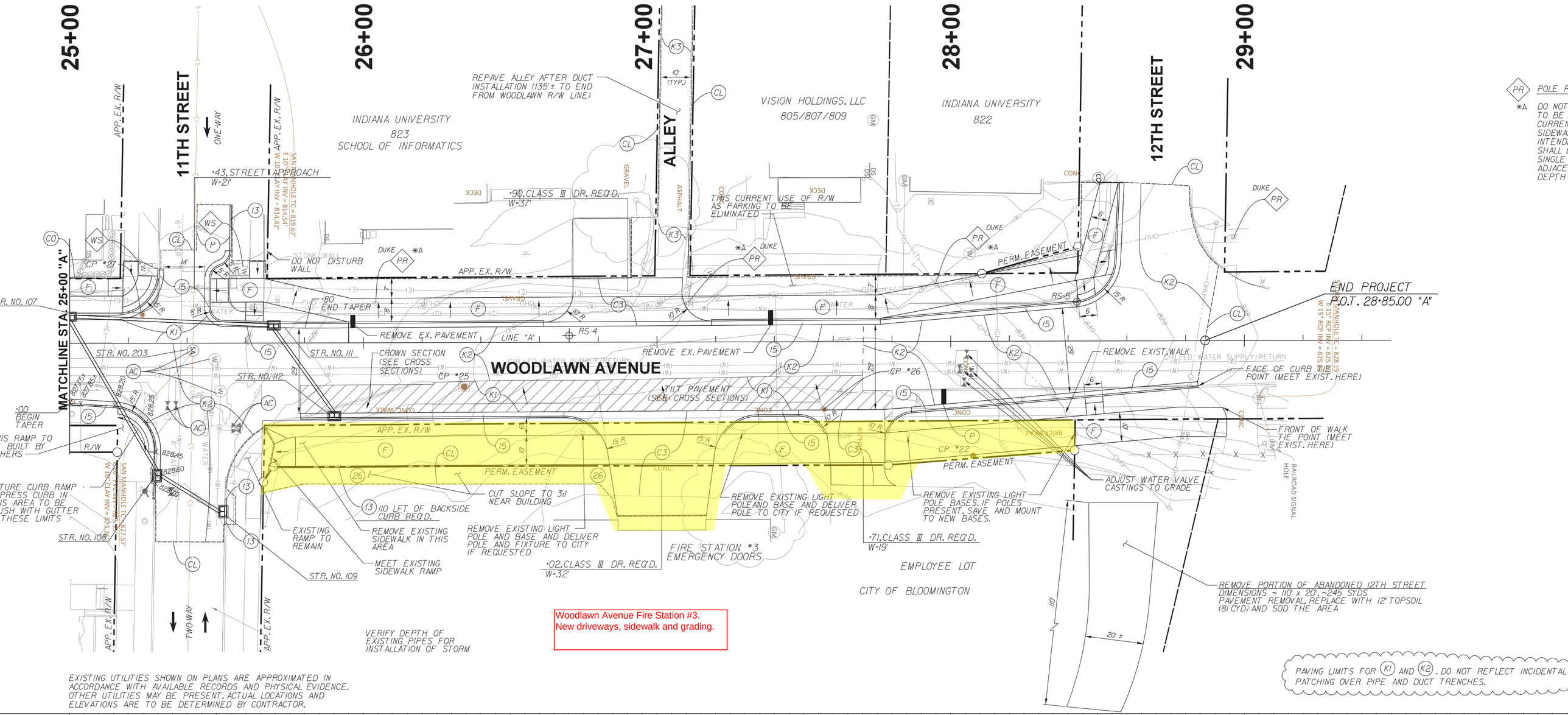
By: _____
KYLA COX DECKARD, PRESIDENT
BOARD OF PUBLIC WORKS

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kyla Cox Deckard, President of the City of Bloomington, Board of Public Works, who executed the foregoing Right of Entry for the purposes therein stated.

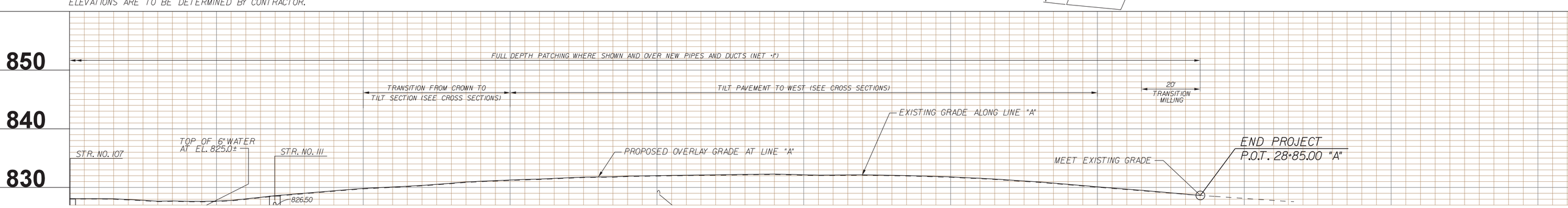
Witness my hand and notarial seal this _____ day of _____, 20____.

My Commission Expires:
_____ _____
Notary Public
Residing in _____ County Name Printed: _____



Woodlawn Avenue Fire Station #3.
New driveways, sidewalk and grading.

EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.



Google Maps 882 N Woodlawn Ave

Image capture: Jul 2015 © 2017 Google

Bloomington, Indiana

Street View - Jul 2015

Board of Public Works
Staff Report

Project/Event:	Approve Change Order #14 for Rogers Street Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	04/18/2017

Report: In 2012 the City began design of the South Rogers Street Project. This road improvement project reconstructed the roadway, updated utilities, and installed new sidewalks, curbs and a multi-use path that connected the Broadview Neighborhood to the B-line trail. The project was bid and awarded in January of 2013 and construction was completed in November of 2014.

In June of 2014 the Board of Public Works approved change order #11 in the amount of $97,090.67 for various items that ran over and under the original quantities. Due to a delay imposed by INDOT, that change order was never fully executed. INDOT has cancelled that change order and has reissued the same items as change order #14.

Recommendation and Supporting Justification: Staff recommends that the Board approve change order #14 for the Rogers Street Project.

Recommend ☒ **Approval** ☐ **Denial by** _____

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -30972	Letting Date:12/12/2012	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Wildt, Chuck	Status:Pending

Change Order Information Change Order No.: 014 EWA: N or Force Acct: N

Date Generated: 02/15/2017 Date Approved: 00/00/0000

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Overruns and Underruns

Original Contract Amount	$ 2,935,862.20	
Current Change Order Amount	$ 97,090.67	Percent: 3.307 %
Total Previous Approved Changes	$ 39,758.01	Percent: 1.354 %
Total Change To-Date	$ 136,848.68	Percent: 4.661 %
Modified Contract Amount	$ 3,072,710.88	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (– LE $ 2 M –) (-- GT $ 2 M –)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -30972
Project: 0600496 - State:0600496
Change Order Nbr: 014
Change Order Description: Overruns and Underruns
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0013	0600496	0013	203-02010	CYS	53.000	404.970	C	Amount:$	21,463.41
Item Description: EXCAVATION, ROCK									
Supplemental Description1:									
Supplemental Description2:									
0020	0600496	0020	207-09935	SYS	25.000	695.120	C	Amount:$	17,378.00
Item Description: SUBGRADE TREATMENT, TYPE 1C									
Supplemental Description1:									
Supplemental Description2:									
0024	0600496	0024	301-07448	TON	21.000	1162.350	C	Amount:$	24,409.35
Item Description: COMPACTED AGGREGATE, NO. 53, BASE									
Supplemental Description1:									
Supplemental Description2:									
0027	0600496	0027	305-07463	SYS	25.000	654.580	C	Amount:$	16,364.50
Item Description: PCC BASE PATCHING, 8 IN									
Supplemental Description1:									
Supplemental Description2:									
0034	0600496	0034	402-07451	TON	61.000	-360.730	C	Amount:$	-22,004.53
Item Description: HMA WEDGE AND LEVEL, TYPE B									
Supplemental Description1:									
Supplemental Description2:									
0042	0600496	0042	604-07901	SYS	105.000	177.180	C	Amount:$	18,603.90
Item Description: CURB RAMP, CONCRETE, G									
Supplemental Description1:									
Supplemental Description2:									
0047	0600496	0047	605-06140	LFT	13.250	1575.550	C	Amount:$	20,876.03
Item Description: CURB AND GUTTER, CONCRETE									
Supplemental Description1:									
Supplemental Description2:									

Total Value for Change Order 014 = $ 97,090.66

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

See attachment

Change Order Explanation for Specific Line Item

****

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

Contractor:_____ Signed By:_____

Date:_____

****

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

****

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)	(TITLE)	(DATE)
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Wildt, Chuck	00/00/0000	Action Pending
Area Engineer	Wren, Rachel	00/00/0000	Action Pending

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 4.12.17

Board of Public Works
Staff Report

Project/Event: Change Order #11 South Rogers Streetscape

Staff Representative: Rick Alexander

Petitioner/Representative: INDOT

Date: June 17, 2014

Report: There are seven items on the change order as reported by the project manager Chuck Wildt. These include additional rock excavation at several locations around storm, sanitary and water installations to meet CBU standards as well as additional street cuts for water and sewer installations. Also, curb ramps were modified at several intersections for better alignment and cleaner looking intersections at Ralston, Graham, Coolidge and Jed Streets thereby also reducing potential trip hazards. Curb and gutter work at the driveway approaches were not included in the plans but were added to the quantity.

Recommendation and Supporting Justification: A detailed explanation of each specific item was prepared by Mr. Wildt and is attached. The total expenditure for change order #11 is $97,090.67 bringing the total changes to date to $133,410.04. It is an 80/20 match with federal funds so the city's portion of this change order is $19,418.13. Staff recommends approval of the changes.

Recommend ☒ **Approval** ☐ **Denial by** Rick Alexander CS

April 28, 2014

Contract R-30972

Project 0600496

Change Order No.11 Explanations for Overrun and Underrun

Item #13 – Excavation, Rock: Rock was discovered during excavation for the mainline storm system along Line B at various locations. Plans showed the existing rock to be approximately 2 t o3 feet below the storm sewer elevation. Additional rock was removed at Str.#101 to obtain the required two foot clearance around structure, per CBU specification. Additional rock was removed at various locations during sanitary and water installation. Quantities recorded represent field measurements taken by the onsite inspectors.

Item #20 – Subgrade Treatment, Type 1C: Overrun due to quantity error on the item pay list. Quantities recorded represent field measurements taken by the onsite inspector.

Item #24 – Compacted Aggregate, No. 53, Base: Quantity represents tons placed for curb and gutter, curb ramps, concrete sidewalk, asphalt path and asphalt drive approaches. Curb and gutter was slipped through drive approaches and was paid as curb and gutter, not drive approaches. Aggregate was not paid as subgrade treatment, but, compacted aggregate.

Item #27 – PCC Base Patching, 8 in.: Overrun in quantity due to additional street cuts for water main and storm sewer installation. Quantities recorded represent field measurements taken by the onsite inspector.

Item #34 – HMA Wedge and Level, Type B: Underrun represents tonnage placed and recorded.

Item #42 – Curb Ramp, Concrete, G: Changes were made to the curb ramps left and right of Line A. Curb ramps at Ralston Drive, SW radii, east side across from Ralston Drive, Graham Drive, SW & SE ramps, Coolidge Drive, SW, SE, NW and NE ramps, Jed Street NE ramp and Sta.32+60 NW ramp. All of these locations the Type G and Type C curb ramps were combined and paid as Type G. By moving the Type C ramps closer to the intersections made for a better alignment for pedestrians to cross and prevented having small pieces of curb between the ramps which could be a trip hazard and curb damage during show removal.

Item #47 – Curb and Gutter, Concrete: Overrun due to curb and gutter being paid through the drive approaches. Plan quantity did not include paying through drive approaches but was to be included in the cost for concrete approaches. By slipping through the approaches allowed the home owners quicker access to their property and helped assure required drainage along the concrete gutter line. Quantity recorded represents field measurements taken by the onsite inspector.

AMERICAN
STRUCTUREPOINT
INC.

March 14, 2017

Mr. Roy Aten
City of Bloomington

Re: Contract R-30972
Project: 0600496
South Rogers Street Reconstruction
Change Order No.11/14

Dear Mr. Aten:

On June 11, 2014, I submitted C.O. #11, to you, for the Board's approval and signatures. The change order was strictly for overruns and underruns on existing items and represents the last change order for the project. The change order was approved and signed on June 11, 2014. Unfortunately INDOT instructed me not to process it due to the potential of a penalty for the asphalt placed, which could have resulted in generating an additional change order.

INDOT has resolved the asphalt issue and I have been instructed to process and approve C.O. #11. Unfortunately INDOT has changed Area Engineers and the current change order does not include their name, for approval. This resulted in deleting C.O. #11 and regenerating it again, but, the INDOT Site Manger program does not allow for a change order to be deleted and regenerated with the same change order number. By changing change order numbers, C.O. #11 signatures are void.

I apologize for the inconvenience, but, by signing C.O. #14, this should bring closure to the project.

Sincerely,

Chuck Wildt

Chuck Wildt

7260 Shadeland Station, Indianapolis, Indiana 46256 TEL 317.547.5580 FAX 317.543.0270 www.structurepoint.com

Board of Public Works
Staff Report

Project/Event: Change Order #11 South Rogers Streetscape

Staff Representative: Rick Alexander

Petitioner/Representative: INDOT

Date: June 17, 2014

Report: There are seven items on the change order as reported by the project manager Chuck Wildt. These include additional rock excavation at several locations around storm, sanitary and water installations to meet CBU standards as well as additional street cuts for water and sewer installations. Also, curb ramps were modified at several intersections for better alignment and cleaner looking intersections at Ralston, Graham, Coolidge and Jed Streets thereby also reducing potential trip hazards. Curb and gutter work at the driveway approaches were not included in the plans but were added to the quantity.

Recommendation and Supporting Justification: A detailed explanation of each specific item was prepared by Mr. Wildt and is attached. The total expenditure for change order #11 is $97,090.67 bringing the total changes to date to $133,410.04. It is an 80/20 match with federal funds so the city's portion of this change order is $19,418.13. Staff recommends approval of the changes.

Recommend ☒ **Approval** ☐ **Denial by** _____

Contract No:R -30972

Change Order No.: 011

Page: 1

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -30972

AE:Ewing, Douglas

Letting Date:12/12/2012

PE/S:Wildt, Chuck

Status:Draft

Change Order Information

Change Order No.: 011

EWA: N or Force Acct: N

Date Generated: 04/28/2014

Date Approved: 00/00/0000

Reason Code: FINAL QUANTITY ADJUSTMENT

Description: Overruns and Underruns

Original Contract Amount	$ 2,935,862.20	
Current Change Order Amount	$ 97,090.67	Percent: 3.307 %
Total Previous Approved Changes	$ 36,319.37	Percent: 1.237 %
Total Change To-Date	$ 133,410.04	Percent: 4.544 %
Modified Contract Amount	$ 3,069,272.24	

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value $ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

RECEIVED

CC: YES/NO ENC MONEY: YES/NO

CARDHOLDER: _____

ACCOUNT LINE: MPO-STP, TIF Resolution 10-31

EXPLANATION OF CHARGE: South Rogers St

Cost Overruns & Underruns - Detailed Expl. Attached

DEPT. HEAD APPROVAL: [illegible]

Contract No:R -30972

Change Order No.: 011

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -30972
Project: 0600496 - State:0600496
Change Order Nbr: 011
Change Order Description: Overruns and Underruns
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0013	0600496	0013	203-02010	CYS	53.000	404.970	C	Amount:$	21,463.41
Item Description: EXCAVATION, ROCK									
Supplemental Description1:									
Supplemental Description2:									
0020	0600496	0020	207-09935	SYS	25.000	695.120	C	Amount:$	17,378.00
Item Description: SUBGRADE TREATMENT, TYPE 1C									
Supplemental Description1:									
Supplemental Description2:									
0024	0600496	0024	301-07448	TON	21.000	1162.350	C	Amount:$	24,409.35
Item Description: COMPACTED AGGREGATE, NO. 53, BASE									
Supplemental Description1:									
Supplemental Description2:									
0027	0600496	0027	305-07463	SYS	25.000	654.580	C	Amount:$	16,364.50
Item Description: PCC BASE PATCHING, 8 IN									
Supplemental Description1:									
Supplemental Description2:									
0034	0600496	0034	402-07451	TON	61.000	-360.730	C	Amount:$	-22,004.53
Item Description: HMA WEDGE AND LEVEL, TYPE B									
Supplemental Description1:									
Supplemental Description2:									
0042	0600496	0042	604-07901	SYS	105.000	177.180	C	Amount:$	18,603.90
Item Description: CURB RAMP, CONCRETE, G									
Supplemental Description1:									
Supplemental Description2:									
0047	0600496	0047	605-06140	LFT	13.250	1575.550	C	Amount:$	20,876.03
Item Description: CURB AND GUTTER, CONCRETE									
Supplemental Description1:									
Supplemental Description2:									

Total Value for Change Order 011 = $ 97,090.66

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

See attached explanation

Change Order Explanation for Specific Line Item

****

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

Contractor:_____ Signed By:_____

Date:_____

****

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

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)	(TITLE)	(DATE)
(SIGNATURE)	(TITLE)	(DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

April 28, 2014

Contract R-30972

Project 0600496

Change Order No.11 Explanations for Overrun and Underrun

Item #13 – Excavation, Rock: Rock was discovered during excavation for the mainline storm system along Line B at various locations. Plans showed the existing rock to be approximately 2 t o3 feet below the storm sewer elevation. Additional rock was removed at Str.#101 to obtain the required two foot clearance around structure, per CBU specification. Additional rock was removed at various locations during sanitary and water installation. Quantities recorded represent field measurements taken by the onsite inspectors.

Item #20 – Subgrade Treatment, Type 1C: Overrun due to quantity error on the item pay list. Quantities recorded represent field measurements taken by the onsite inspector.

Item #24 – Compacted Aggregate, No. 53, Base: Quantity represents tons placed for curb and gutter, curb ramps, concrete sidewalk, asphalt path and asphalt drive approaches. Curb and gutter was slipped through drive approaches and was paid as curb and gutter, not drive approaches. Aggregate was not paid as subgrade treatment, but, compacted aggregate.

Item #27 – PCC Base Patching, 8 in.: Overrun in quantity due to additional street cuts for water main and storm sewer installation. Quantities recorded represent field measurements taken by the onsite inspector.

Item #34 – HMA Wedge and Level, Type B: Underrun represents tonnage placed and recorded.

Item #42 – Curb Ramp, Concrete, G: Changes were made to the curb ramps left and right of Line A. Curb ramps at Ralston Drive, SW radii, east side across from Ralston Drive, Graham Drive, SW & SE ramps, Coolidge Drive, SW, SE, NW and NE ramps, Jed Street NE ramp and Sta.32+60 NW ramp. All of these locations the Type G and Type C curb ramps were combined and paid as Type G. By moving the Type C ramps closer to the intersections made for a better alignment for pedestrians to cross and prevented having small pieces of curb between the ramps which could be a trip hazard and curb damage during show removal.

Item #47 – Curb and Gutter, Concrete: Overrun due to curb and gutter being paid through the drive approaches. Plan quantity did not include paying through drive approaches but was to be included in the cost for concrete approaches. By slipping through the approaches allowed the home owners quicker access to their property and helped assure required drainage along the concrete gutter line. Quantity recorded represents field measurements taken by the onsite inspector.

Board of Public Works
Staff Report

Project/Event:	Approve Change Order #1 for East 7th Street Path Connection Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	04/18/2017

Report: On December 16th, 2014, the Board approved the design of a multi-use path connection from East 7th Street to the pedestrian underpass under the 45/46 Bypass. Quotes were received towards the end of 2016 and on December 13th, 2016 the Board approved a contract with E & B Paving for construction. A notice to proceed was issued on February 16th, 2017 and construction began in March of this year.

On March 30th, 2017, the Planning and Transportation Department issued Field Order #1 to E&B Paving in order to have the grade of the path altered so that it would better align with the existing 7th Street pavement. Change Order #1 is for an additional charge of $970.00 for the extra compacted stone required to bring the path up to grade.

Recommendation and Supporting Justification: Staff has reviewed the change order and recommends that the Board approve change order #1 for the 7th Street Path Connection Project.

Recommend ☒ **Approval** ☐ **Denial by** _____

CHANGE ORDER

			Requested By:	
Project Name:	Change Order Number:	1	Owner	
			Engineer	
7th Street Underpass Construction	Date of Change Order:	Tuesday, April 18, 2017	Contractor	X
			Field	
Contractor:	Engineer's Project #:	0	Other	
E & B Paving, Inc.	NTP Date:	Thursday, February 16, 2017		
2520 Industrial Drive	Allowable Calendar Days	105 (includes holiday's)		
Bloomington, Indiana 47404	Original Completion Date	Thursday, June 01, 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	Adjust grade of path with No. 53 Stone	1	$970.00	/	970.00
2		0	$0.00	/	0.00
3		0	$0.00	/	0.00
4		0	$0.00	/	0.00
5		0	$0.00	/	0.00
6		0	$0.00	/	0.00
7		0	$0.00	/	0.00
8		0	$0.00	/	0.00
9		0	$0.00	/	0.00

The original Contract Sum:	$44,444.00
The net change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$44,444.00
The Contract Sum will be changed by this Change Order in the amount of:	$970.00
The new Contract Sum including this Change Order will be:	$45,414.00
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:	Thursday, June 01, 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 & Transportation	E & B Paving, Inc.	Board of Public Works
ENGINEER	CONTRACTOR	OWNER
401 North Morton Street	2520 Industrial Drive	401 North Morton Street
ADDRESS	Bloomington, Indiana 47404	ADDRESS
	ADDRESS	
Andrew Cibor		Kyla Cox Deckard
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE

FORM 10-1001

City of Bloomington
Planning and Transportation Department
Engineering Division

Field Order No. 2

Date of Issuance:	03/30/2017	Effective Date:	03/30/2017
Owner:	City of Bloomington	Owner's Contract No:	
Contractor:	E&B Paving	Contractor's Project No:	
Project Engineer:		Project Manager:	Aten
Project:	East 7th Street Multi-Use Path Connection		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 10.00, for minor changes or alterations in the Work without changes in Contract Price or Contract Time. If Contractor considers that a change in Contract Price or Contract Time is required, submit a request for Change Order in accordance with General Conditions Paragraph 11.00, before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description: Add compacted no. 53 base to path area to adjust the grade and increase the 'match existing' area.

Attachments: Plan sheet depicting 'match existing' area and transition zone.

ISSUED:	RECEIVED:
By:	By: Contractor (Authorized Signature)
Title: Senior Project Manager	Title: Area Manager
Date: 03/30/2017	Date: 3-30-17

Copy to: Project File

Roy Aten <atenro@bloomington.in.gov>

Fwd: E&B Paving Scan to e-mail

Stephen Goins <stephen.goins@ebpaving.com> Thu, Mar 30, 2017 at 3:23 PM
To: Roy Aten <atenro@bloomington.in.gov>
Cc: Jeff McCain <jeff.mccain@ebpaving.com>

Signed Field Order are attached.

Our price for additional stone for Field Order #2

Additional #53 compacted stone LUMP SUM price of $970

Thanks,

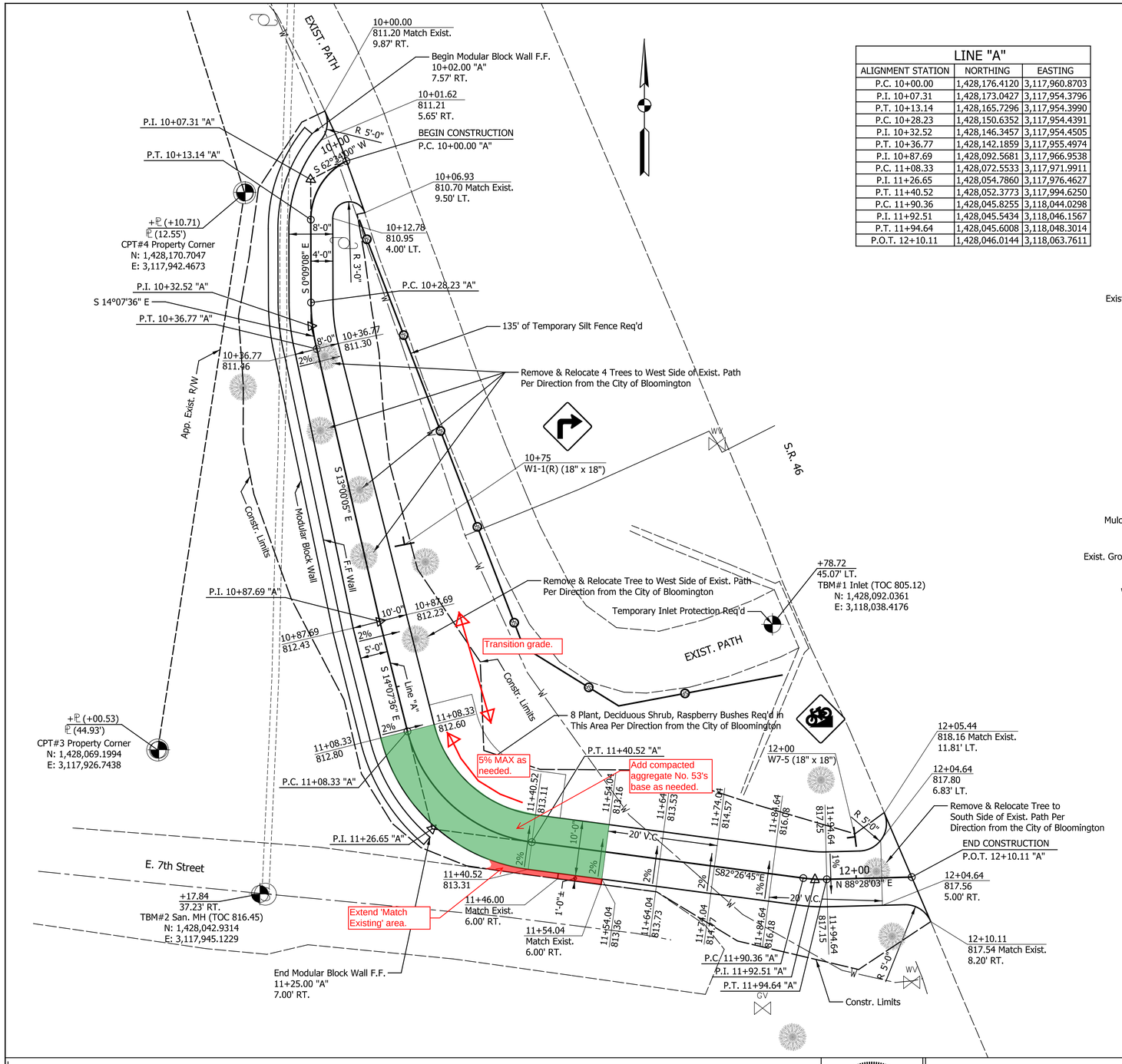
Stephen Goins
Estimator/Project Manager
2520 W Industrial Park Drive
Bloomington, Indiana 47404
Office: (812) 334-7940 x53506
Cell: (812) 340-4920
stephen.goins@ebpaving.com
www.ebpaving.com

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

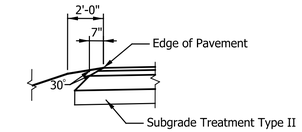
---------- Forwarded message ----------
From: <eb_bloomington@ebpaving.com>
Date: Thu, Mar 30, 2017 at 3:28 PM
Subject: E&B Paving Scan to e-mail
To: Stephen.Goins@ebpaving.com

You have received a "Scan to E-Mail" document from E&B Paving, Inc. in Bloomington, IN. Please see attachment.

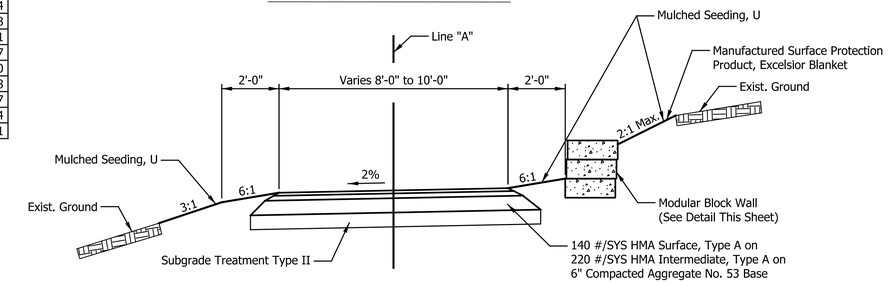
SKM_C284e17033014280.pdf
1111K



LINE "A"		
ALIGNMENT STATION	NORTHING	EASTING
P.C. 10+00.00	1,428,176.4120	3,117,960.8703
P.I. 10+07.31	1,428,173.0427	3,117,954.3796
P.T. 10+13.14	1,428,165.7296	3,117,954.3990
P.C. 10+28.23	1,428,150.6352	3,117,954.4391
P.I. 10+32.52	1,428,146.3457	3,117,954.4505
P.T. 10+36.77	1,428,142.1859	3,117,955.4974
P.I. 10+87.69	1,428,092.5681	3,117,966.9538
P.C. 11+08.33	1,428,072.5533	3,117,971.9911
P.I. 11+26.65	1,428,054.7860	3,117,976.4627
P.T. 11+40.52	1,428,052.3773	3,117,994.6250
P.C. 11+90.36	1,428,045.8255	3,118,044.0298
P.I. 11+92.51	1,428,045.5434	3,118,046.1567
P.T. 11+94.64	1,428,045.6008	3,118,048.3014
P.O.T. 12+10.11	1,428,046.0144	3,118,063.7611

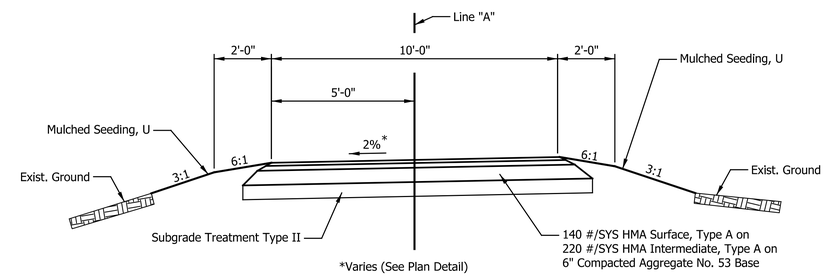


HMA PAVEMENT SAFETY EDGE



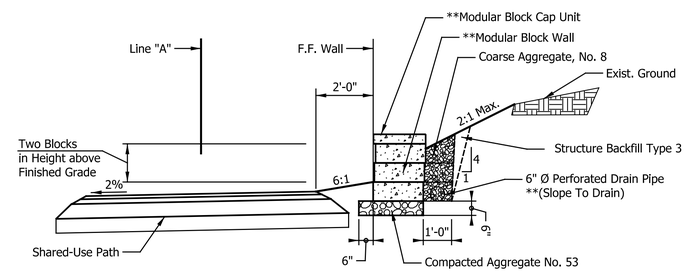
SHARED-USE PATH TYPICAL SECTION WITH MODULAR BLOCK WALL

STA. 10+00.00 "A" TO STA. 11+25.00 "A"
Not to Scale



SHARED-USE PATH TYPICAL SECTION WITHOUT MODULAR BLOCK WALL

STA. 11+25.00 "A" TO STA. 12+10.11 "A"
Not to Scale



** Modular Blocks Per Manufacturers Recommendations

MODULAR BLOCK WALL DETAIL

Not to Scale

NOTES:
Line "A" to be Constructed.
All Elevations are at edge of Pavement, Unless Otherwise Noted.
Stationing is along Line "A", Unless Otherwise Noted.
Benching to be utilized where proposed Fill Section is on an existing slope which is steeper than 4:1.
See Standard Specification Section 732 for Modular Block Wall methods of measurement and basis of pay descriptions.
Contractor to field verify all existing utilities & report any discrepancies to the Engineer.
Indiana Department Of Transportation Standard Specifications dated 2016 to be used with these Plans.

CURVE DATA	CURVE DATA	CURVE DATA	CURVE DATA
P.I. = 10+07.31 "A"	P.I. = 10+32.52 "A"	P.I. = 11+26.65 "A"	P.I. = 11+92.51 "A"
D = 62° 43' 07" LT.	D = 13° 58' 28" LT.	D = 68° 19' 09" LT.	D = 9° 05' 13" LT.
T = 7.31'	T = 4.29'	T = 18.32'	T = 2.15'
L = 13.14'	L = 8.54'	L = 32.19'	L = 4.28'
R = 12.00'	R = 35.00'	R = 27.00'	R = 27.00'
E = 2.05'	E = 0.26'	E = 5.63'	E = 0.09'

MICHAEL J. MAUROCH
REGISTERED
No. 11011330
STATE OF INDIANA
PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE 11-30-2016

DESIGNED: TJM | DRAWN: TJM
CHECKED: MJM | CHECKED: MJM

CITY OF BLOOMINGTON

CONSTRUCTION DETAILS

HORIZONTAL SCALE	BRIDGE FILE
1" = 10'	
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEETS
	1 of 1
CONTRACT	PROJECT

Indx-Pref.dfcfg
Indiana_Shade.tbl

tmckinney 11/30/2016 9:44:02 AM P:\2014\02451\D. Drawings\201402451.RD.CD.01.dgn

Board of Public Works
Staff Report

Project: 2017 Grass Cutting and Lawn Maintenance Services Agreement

Staff Representative: Adam Wason,

Meeting Date: April 18, 2017

Request to approve the 2017 Grass Cutting and Lawn Maintenance Services Agreement with City Lawn for the following locations:

- 601 N. Morton Street
- Lots #1 and #2 at Evergreen village, Susie Street and West Countryside Drive
- 3410 S. Walnut Street at Bloomington Animal Care and Control Facility
- Fire/BPD Training Center Facility located on S. Walnut Street
- Area West of the 600 block of N. Rogers Street
- Area East of N. Rogers Street and W. 11th Street across from Upland Brewery
- 2541 West 3rd Street

Staff recommends the Board approve the agreement with City Lawn for grass cutting and lawn maintenance services not to exceed $430.00 per mowing cycle for all properties.

Recommend ☒ **Approval** ☐ **Denial** Adam

PROJECT NAME: **Grass Cutting and Lawn Maintenance Services for 2017**

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and City Lawn (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **maintain the lawn area at numerous locations within the City**;

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

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

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

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

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Contractor agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. The City's Operations and Facility Director shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the Operations and Facility Director shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay

the orderly progress of the Services, and Contractor shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Contractor with reports and any information relating to the Services that Contractor may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the City's Operations and Facility Director, Department of Public Works to serve as the Board's representative for the project. The Director shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. <u>Compensation</u>: The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Four Hundred Thirty Dollars and Zero Cents ($430.00) per mowing cycle in 2017. This Agreement allows for a total of fifteen (15) mowing cycles to take place. The Not to Exceed Cost of this Agreement shall be Six Thousand Four Hundred Fifty Dollars and Zero Cents ($6,450.00).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Contractor's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within

forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Board, as set forth in Article 9 herein.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible there for. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is

attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Contractor shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If

Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 13. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Board nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Contractor.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are

in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:	Contractor:
City of Bloomington Department of Public Works Attn: Adam Wason City Hall at Showers 401 N. Morton Street Bloomington, IN 47401	City Lawn Attn: Randy Younger P. O. Box 5561 Bloomington, IN 47407

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

Article 22. Intent to be Bound: The Board and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Board obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) 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) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

Contractor shall require any subcontractors performing work under this Agreement to verify 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 Board.

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit affirming that Contractor has not engaged in any collusive conduct.

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

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

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

Owner	Contractor
City of Bloomington Board of Public Works	City Lawn
By: _____ Kyla Cox Deckard, President	By: _____ Randy Younger
By: _____ Adam Wason, Director Department of Public Works	
By: _____ Philippa M. Guthrie, Corporation Counsel	

EXHIBIT A

SCOPE OF WORK

Locations for the grass cutting and minor lawn maintenance (picking up trash, limbs, etc.) shall be:

1. 2541 West 3rd Street

2. 3410 South Walnut Street (Bloomington Animal Care and Control)

3. Fire Training/BPD Training Center located on South Walnut Street

4. Lots #1 and #2 Evergreen Village at Susie Street and West Countryside Drive

5. Area West of 600 Block of North Rogers Street

6. Area West 11th and North Rogers streets across from Upland Brewery

7. 601 N. Morton Street

- Grass shall be cut to a height of 2 inches at each cutting
- Grass shall be cut 2 times per month should conditions warrant or when grass reaches a height of 6".
- Grass shall be cut on an as needed basis outside of the 2 times per month, or as requested.
- Grass must never exceed the height of 8 inches, per Bloomington Municipal Code.

Photos are included to show the areas of the 7 locations for which mowing services are required.

Each property location shall be billed separately, and all invoices shall be sent to the attention of the Operations and Facility Director at the City of Bloomington, Public Works Department, 401 North Morton Street, P.O. Box100, Bloomington, IN 47402.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Four Hundred Thirty Dollars and Zero Cents ($430.00) per mowing cycle at each of the 7 locations shown in Exhibit A, Scope of Services.

The compensation to be paid for each mowing cycle at the following locations shall be:

1.	2541 West 3rd Street	35.00
2.	3410 South Walnut Street (Bloomington Animal Care and Control)	100.00
3.	Fire Training/BPD Training Center (located on South Walnut Street)	40.00
4.	Lots #1 and #2 Evergreen Village (at Susie Street and West Countryside Drive)	30.00
5.	Area West of 600 Block of North Rogers Street	100.00
6.	Area West 11th and North Rogers Streets (across from Upland Brewery)	100.00
7.	601 N. Morton Street	25.00
		$430.00

EXHIBIT C

ESTIMATED SCHEDULE FOR 2017

Cutting of grass 2 times per month should conditions warrant through the end of calendar year 2017.

Cutting grass on an as needed basis outside the 2 times per month, or as requested

EXHIBIT D

KEY PERSONNEL

Randy Younger

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the __owner_____ of ____City Lawn_____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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

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

_____
Signature

Randy Younger_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

___City Lawn_____
(Name of Organization)

By: _____

____Randy Younger, Owner_____
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

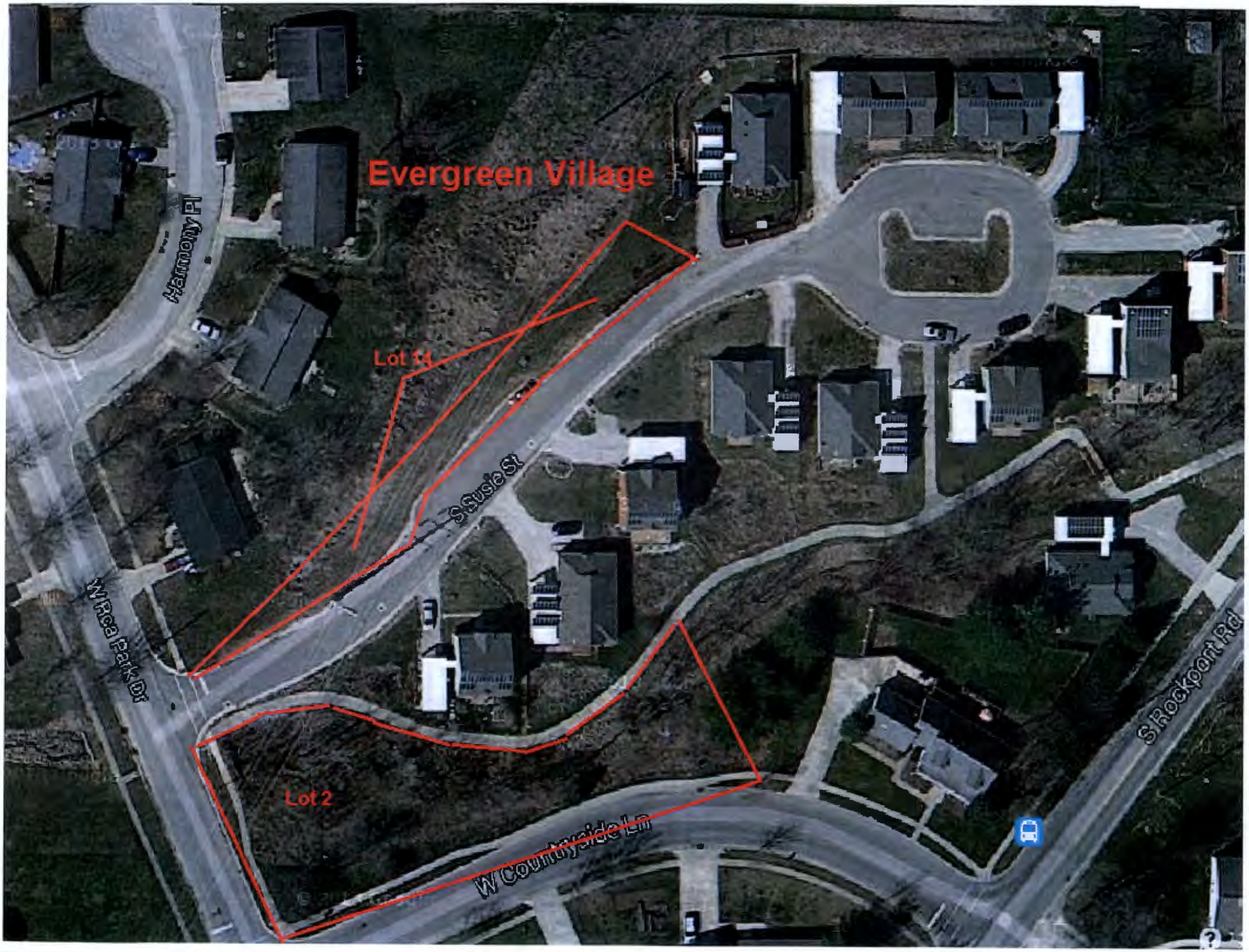
My Commission Expires:

_____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

S Walnut St
S Walnut St
Animal Shelter
3410 S. Walnut St

Fire Training Center
S. Walnut St.
S Walnut St
S Walnut St


Evergreen Village
Lot 14
Lot 2
Harmony Pl
S Susie St
W Rea Park Dr
W Countryside Dr
S Rockport Rd

W 11th St
W 11th St
N Rogers St
N Rogers St
Mill Area
N Morton St
N Morton St
N Morton St
W 10th St
W 10th St
Solution Tree

St
N Rogers St
11th Street and Rogers Street
R-Line Trail

N Morton St
N Morton St
601 N. Morton St.

Board of Public Works
Staff Report

Project/Event:	Agreement for the Installation of Bulk Oil Tank / Hoosier Penn Oil
Petitioner/Representative:	Fleet Maintenance
Staff Representative:	Mike Young
Date:	April 18, 2017

Report: Our newer light duty vehicles require 5W20 synthetic oil. Currently we purchase this oil by the quart. The installation of this tank will allow for us to buy in bulk, therefore reducing the cost of the oil and a reduction in the disposal of the quart bottles.

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

PROJECT NAME: Purchase and Installation of Bulk Oil Tank

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Hoosier Penn Oil Company (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to retain Consultant's services **for installation of a bulk oil tank, purchased from Consultant, at the Fleet Maintenance Facility; and,**

WHEREAS, the Board requires the services of a professional consultant in order to provide such services; and

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

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

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

Task: Installation of Bulk Oil Tank

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Public Works Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet commercially reasonable standards consistent with the Contractor's profession in the location and at the time of the rendering of the services.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Mike Young, Manager of the Fleet Services Division of the Department of Public Works, ("Young") to serve as the Board's representative for the project. Young shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses under this Agreement shall not exceed the amount of **Eight Thousand Six Hundred Forty-One Dollars and Fifty-Seven Cents ($8,641.57).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any

unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

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

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

2. **Billing Records:**

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon

restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

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

Article 9. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 12. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. Automobile Liability Insurance, with a minimum combined single limit of $250,000 for each person and $500,000 for each accident.

b. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $500,000 for each occurrence, and $500,000 in the aggregate.

c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 19. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 20. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Mike Young
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404

Consultant:

Brian Johnson
Hoosier Penn Oil Company
1501 Polco Street
Indianapolis, IN 46222

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

Article 23. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 25. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant 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 Consultant or any of its subcontractors learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subcontractor did not knowingly employ an unauthorized alien. If the Consultant or its subcontractor fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property,

in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission for the actual damages.

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

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

Article 26. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

Article 27. Warranty: All components shown in Consultant's quote shall be covered by their manufacturer's warranty. Consultant's workmanship shall be warrantied for one (1) year.

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

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

Owner

City of Bloomington
Board of Public Works

_____
Kyla Cox Deckard

_____
Kelly M. Boatman

_____
Dana Palazzo

_____
Adam Wason, Director,
Department of Public Works

_____
Philippa M. Guthrie, Corporation Counsel

Consultant

Hoosier Penn Oil Company

_____
Brian Johnson, CFO

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 4.12.17

EXHIBIT A

SCOPE OF SERVICES

Consultant shall install a Bulk Oil Tank at the Fleet Maintenance Facility. Said installation shall be made using the components identified in Consultant's quote, which is attached hereto and incorporated herein.

Quote

HOOSIER PENN OIL COMPANY

Order Number: CB00416
Order Date: 2/9/2017
Warehouse:
Salesperson: 3500
Customer Number: CITYBF0
Phone Number: 812-349-3494

Delivered By:_____ Date:_____

Sold To:
City of Bloomington -Fleet
Fleet Maintenance
PO Box 100
Bloomington, IN 47402

Ship To:
City of Bloomington -Fleet
Fleet Maintenance
PO Box 100
Bloomington, IN 47402

Confirm To: Lisa Bowlen

quote on additional product

Customer P.O.	Ship VIA	F.O.B.	Terms	Confirmation Number
			COD	0

Item Number	DS		Unit	Ordered	Shipped	Unit Price	Amount
/MISC		Misc Charge				0.00	3,856.25
	550 square double wall tank						
/MISC		Misc Charge				0.00	1,078.40
	stainless steel tubing						
203876		FB300 5:1 Oil Pump	EA	1		794.81	794.81
NS1578		Air Regulator, 1/4" Mini	EA	1		59.98	59.98
NS5001		Fill Cap, 2" Vented Locking	EA	1		8.03	8.03
7600		Black Knight 90" Tank Gauge	EA	1		158.94	158.94
7850-OMP45		Reelcraft 50ft X 1/2" Oil Reel	EA	2		365.56	731.12
24V034		Graco Mech Meter Flexible 16qt	EA	2		256.16	512.32
10HBU-S		5/8 Union	EA	10		8.25	82.50
10FBU-S		5/8T x 1/2P Male Conn	EA	3		4.43	13.29
10SBU-S		5/8T x 1/2P Male Br Tee	EA	1		14.42	14.42
032ZB22SH		B22SG Galv Slotted Strut	EACH	20		2.23	44.60
031SC00062EG		5/8 OD Zp Strut Clamp	EACH	20		0.96	19.20
V500CS-8		Parker 1/2" Ball Valve 2000psi	EA	3		22.57	67.71
/LABOR		Labor	EACH	12		100.00	1,200.00

Net Order:	8,641.57
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	8,641.57

Received By:

Signature

Printed Name

1. The undersigned hereby agrees that all charges shall be paid within 15 days of the ship date.
2. The undersigned further agrees that in the event that payments are not promptly made, that the unpaid balance will incur interest at the maximum legal rate and that in the event that collection is necessary, the undersigned agrees to pay Hoosier Penn Oil Co., Inc.'s attorney fees and court costs, if any, incurred in collecting.
3. The only warranties given on these products are the warranties directly given by the manufacturer. There are no implied warranties of merchantability or any implied warranties of fitness.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of **Eight Thousand Six Hundred Forty-One Dollars and Fifty-Seven Cents ($8,641.57).**

EXHIBIT C

SCHEDULE

Work to be completed within three (3) days following Consultant beginning the installation.

EXHIBIT D

KEY PERSONNEL

Christopher Ballard, Foreman

John Elkins, Technician

Marty Keller, Technician

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

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

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

_____
Signature

_____
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

My Commission Expires:

_____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund **101 - General Fund**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **43430 - Animal Adoption Fees**				
Lula Crouch	01-Crouch-refund adoption fee-canine	04/11/2017	04/21/2017	55.00
Dustin Deckard	01-Deckard-refund adoption fee-canine	04/11/2017	04/21/2017	75.00
Molly Kirk	01-Kirk-refund adoption fee- canine	04/11/2017	04/21/2017	75.00
Nancy Panzarella	01-Panzarella-refund adoption fee-feline	04/11/2017	04/21/2017	14.00
Tiffany Schwoeppe	01-Schwoeppe-refund adoption fee-canine	04/11/2017	04/21/2017	75.00
	Account **43430 - Animal Adoption Fees** Totals		5	$294.00
Account **43442 - Equipment Deposits**				
Jelene Campbell	01-Campbell-refund trap deposit	04/11/2017	04/21/2017	40.00
	Account **43442 - Equipment Deposits** Totals		1	$40.00
Account **52210 - Institutional Supplies**				
313 - Fastenal Company	01-laundry detergent	04/11/2017	04/21/2017	55.52
313 - Fastenal Company	01-laundry detergent, trash liners	04/11/2017	04/21/2017	151.51
4586 - Hill's Pet Nutrition Sales, INC	01-canine/kitten/feline food-3/24/17	04/11/2017	04/21/2017	162.06
4586 - Hill's Pet Nutrition Sales, INC	01-prescription diet canine/feline food-3/24/17	04/11/2017	04/21/2017	150.31
3929 - IDEXX Laboratories, INC	01-Parvo, HTW, F/F tests	04/11/2017	04/21/2017	1,346.55
4633 - Midwest Veterinary Supply, INC	01-bandages	04/11/2017	04/21/2017	11.35
4633 - Midwest Veterinary Supply, INC	01-antivirals, tongue depressors	04/11/2017	04/21/2017	31.72
4633 - Midwest Veterinary Supply, INC	01-Ketamine	04/11/2017	04/21/2017	73.80
4633 - Midwest Veterinary Supply, INC	01-fluids, antibiotics	04/11/2017	04/21/2017	81.94
4633 - Midwest Veterinary Supply, INC	01-milk replacer	04/11/2017	04/21/2017	64.68
4633 - Midwest Veterinary Supply, INC	01-antibiotics	04/11/2017	04/21/2017	59.86
4633 - Midwest Veterinary Supply, INC	01-needles	04/11/2017	04/21/2017	122.22
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL), disinfectant	04/11/2017	04/21/2017	283.00
4137 - Patterson Veterinary Supply, INC	01-antibiotics-3/23/17	04/11/2017	04/21/2017	130.20
4137 - Patterson Veterinary Supply, INC	01-antibiotics-Doxycycline Monohydrate caps-3/23/17	04/11/2017	04/21/2017	37.80
4137 - Patterson Veterinary Supply, INC	01-antibiotics-Ceragyn eye drops-3/23/17	04/11/2017	04/21/2017	11.00
4666 - Zoetis, INC	01-vaccines, antibiotics, flea prevention	04/11/2017	04/21/2017	1,146.94
	Account **52210 - Institutional Supplies** Totals		17	$3,920.46
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	01-1" screws	04/11/2017	04/21/2017	5.29
394 - Kleindorfer Hardware & Variety	01-hose coupler repair	04/11/2017	04/21/2017	7.49
	Account **52310 - Building Materials and Supplies** Totals		2	$12.78
Account **52340 - Other Repairs and Maintenance**				
962 - Morrison TV & Appliance, INC	01-repair top load washer	04/11/2017	04/21/2017	849.00

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Account **52340 - Other Repairs and Maintenance** Totals	1	$849.00
Account **52420 - Other Supplies**				
9523 - Freedom Business Solutions, LLC	01-toner-black	04/11/2017	04/21/2017	98.00
		Account **52420 - Other Supplies** Totals	1	$98.00
Account **53130 - Medical**				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 3/20-3/29/17	04/11/2017	04/21/2017	1,580.00
175 - Monroe County Humane Association, INC	01-bloodwork, urinalysis-4/4/17	04/11/2017	04/21/2017	443.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, office visit-2/14/17	04/11/2017	04/21/2017	115.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-2/14/17	04/11/2017	04/21/2017	884.94
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/21/17	04/11/2017	04/21/2017	247.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit-3/22/17	04/11/2017	04/21/2017	33.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/28/17	04/11/2017	04/21/2017	388.80
		Account **53130 - Medical** Totals	7	$3,693.84
Account **53160 - Instruction**				
175 - Monroe County Humane Association, INC	01-in service training-4/4/17	04/11/2017	04/21/2017	60.00
		Account **53160 - Instruction** Totals	1	$60.00
Account **53220 - Postage**				
205 - City Of Bloomington	01-PC reimb.-Clear Creek PO-certified mail-1/27/17	04/11/2017	04/21/2017	6.59
		Account **53220 - Postage** Totals	1	$6.59
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-March 2017	04/11/2017	04/21/2017	469.33
		Account **53530 - Water and Sewer** Totals	1	$469.33
Account **53610 - Building Repairs**				
912 - Central Security Systems, INC	01-commercial lease-5/1-7/31/17	04/11/2017	04/21/2017	264.00
		Account **53610 - Building Repairs** Totals	1	$264.00
Account **53650 - Other Repairs**				
321 - Harrell Fish, INC	19-ACC-quarterly PM contract-Spring check	04/11/2017	04/21/2017	826.00
		Account **53650 - Other Repairs** Totals	1	$826.00
Account **53990 - Other Services and Charges**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services-April 2017	04/11/2017	04/21/2017	85.00
		Account **53990 - Other Services and Charges** Totals	1	$85.00
		Program **010000 - Main** Totals	40	$10,619.00
		Department **01 - Animal Shelter** Totals	40	$10,619.00

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Department **02 - Public Works**				
Program **020000 - Main**				
Account **46060 - Other Violations**				
Celia C. Gibson	14-Gibson-refund overpayment pkg citation K1700654	04/11/2017	04/21/2017	20.00
Steven Alfred Wilson, Jr.	14-Wilson-refund overpayment pkg citation J1700109	04/11/2017	04/21/2017	10.00
	Account **46060 - Other Violations** Totals		2	$30.00
Account **53170 - Mgt. Fee, Consultants, and Workshops**				
5938 - Kessler Consulting, INC	02-expenses incurred-February 2017-Sanitation automation consult	04/11/2017	04/21/2017	1,775.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals		1	$1,775.00
Account **53210 - Telephone**				
1079 - AT&T	02-radio circuits (incl repair ticket 2/22/17)-3/1-3/28/17	04/11/2017	04/06/2017	1,192.69
	Account **53210 - Telephone** Totals		1	$1,192.69
Account **53230 - Travel**				
2820 - Nathan Nickel	02-lunch reimb.-IDHS Federal Grant Funding Training	04/11/2017	04/21/2017	13.00
	Account **53230 - Travel** Totals		1	$13.00
Account **53410 - Liability / Casualty Premiums**				
585 - Bloomington Public Transportation Corporation	10-Refund of Insurance Premium	04/11/2017	04/21/2017	97.00
1847 - Hylant of Indianapolis, LLC	06-Additional Insurance Premium	04/11/2017	04/21/2017	1,042.00
	Account **53410 - Liability / Casualty Premiums** Totals		2	$1,139.00
Account **53910 - Dues and Subscriptions**				
4498 - American Public Works Association	02-membership renewal N. Nickel-4/1/17-3/31/18	04/11/2017	04/21/2017	95.00
	Account **53910 - Dues and Subscriptions** Totals		1	$95.00
Account **53990 - Other Services and Charges**				
205 - City Of Bloomington	02-PC Reimb-Mo Co Rec-RDC-Environ restrict covenants	04/11/2017	04/21/2017	127.00
	Account **53990 - Other Services and Charges** Totals		1	$127.00
	Program **020000 - Main** Totals		9	$4,371.69
	Department **02 - Public Works** Totals		9	$4,371.69
Department **03 - City Clerk**				
Program **030000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	03-suction cup with hook, digital voice recorder	04/11/2017	04/21/2017	71.85
5103 - Staples Contract & Commercial, INC	03-regal leather zippered padfolio	04/11/2017	04/21/2017	70.31
4983 - Varidesk, LLC	03 - ProPlus 36 (Black) VARIDESK	04/11/2017	04/21/2017	395.00
	Account **52110 - Office Supplies** Totals		3	$537.16
Account **52420 - Other Supplies**				
651 - Engraving & Stamp Center, INC	03-name plates	04/11/2017	04/21/2017	31.44

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	03-notebooks, record book, notarial seal labels, paper	04/11/2017	04/21/2017	57.40
5103 - Staples Contract & Commercial, INC	03-Honeywell personal heater-energysmart	04/11/2017	04/21/2017	59.99
5103 - Staples Contract & Commercial, INC	03-case logic 6 capacity USB flash drive	04/11/2017	04/21/2017	6.51
5103 - Staples Contract & Commercial, INC	03-Avery translucent document wallet 72278, 12/box clear	04/11/2017	04/21/2017	34.63
5081 - The MacExperience, INC	03-lightning to use cable 2m	04/11/2017	04/21/2017	29.00
	Account **52420 - Other Supplies** Totals		6	$218.97
Account **53230 - Travel**				
5461 - F Nicole Bolden	03-per diem reimb. for ILMCT Conf. in Muncie-3/5-3/9/17	04/11/2017	04/21/2017	128.00
5935 - Stephen E Lucas	03-per diem reimb. for ILMCT Conf. in Muncie-3/5-3/9/17	04/11/2017	04/21/2017	128.00
	Account **53230 - Travel** Totals		2	$256.00
	Program **030000 - Main** Totals		11	$1,012.13
	Department **03 - City Clerk** Totals		11	$1,012.13
Department **04 - Economic & Sustainable Dev**				
Program **040000 - Main**				
Account **53320 - Advertising**				
4111 - Bloomington's Handmade Market	04 - VIP Sponsor 2017	04/11/2017	04/21/2017	250.00
	Account **53320 - Advertising** Totals		1	$250.00
Account **53910 - Dues and Subscriptions**				
517 - Indiana Economic Development Association, INC	04 2017 membership dues	04/11/2017	04/21/2017	245.00
	Account **53910 - Dues and Subscriptions** Totals		1	$245.00
Account **53970 - Mayor's Promotion of Business**				
20295 - Humanetrix Foundation, INC	04 - 2017 Sponsorship of Combine	04/11/2017	04/21/2017	2,000.00
	Account **53970 - Mayor's Promotion of Business** Totals		1	$2,000.00
	Program **040000 - Main** Totals		3	$2,495.00
	Department **04 - Economic & Sustainable Dev** Totals		3	$2,495.00
Department **06 - Controller's Office**				
Program **060000 - Main**				
Account **52420 - Other Supplies**				
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for Controllers printer	04/11/2017	04/21/2017	48.95
5103 - Staples Contract & Commercial, INC	06- Replacement of Television for Jeff Underwood	04/11/2017	04/21/2017	158.99
	Account **52420 - Other Supplies** Totals		2	$207.94
	Program **060000 - Main** Totals		2	$207.94
	Department **06 - Controller's Office** Totals		2	$207.94
Department **09 - CFRD**				

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program **090000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	09-post it notes, redi-tags, badge labels, sugar packets	04/11/2017	04/21/2017	163.41
	Account **52110 - Office Supplies** Totals		1	$163.41
Account **53960 - Grants**				
1138 - BCT Management, INC	09-CBVN-Be More Awards--facility rental	04/11/2017	04/21/2017	350.00
	Account **53960 - Grants** Totals		1	$350.00
	Program **090000 - Main** Totals		2	$513.41
	Department **09 - CFRD** Totals		2	$513.41
Department **10 - Legal**				
Program **100000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	10-sony ICD-PX333	04/11/2017	04/21/2017	41.99
5103 - Staples Contract & Commercial, INC	10-% off order-Inv. 3334662184	04/11/2017	04/21/2017	(8.39)
	Account **52110 - Office Supplies** Totals		2	$33.60
Account **53120 - Special Legal Services**				
205 - City Of Bloomington	10-PC reimb-Clerk of the Circuit Court-copy/document fee	04/11/2017	04/21/2017	1.00
205 - City Of Bloomington	10-PC Reimb.-Mo Co Recorder-recording of waiver-annexation	04/11/2017	04/21/2017	156.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec.-waiver annex.-Oliver Winery property	04/11/2017	04/21/2017	26.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-waiver of annexation	04/11/2017	04/21/2017	13.00
	Account **53120 - Special Legal Services** Totals		4	$196.00
Account **53990 - Other Services and Charges**				
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec.-waiver annexation	04/11/2017	04/21/2017	12.00
	Account **53990 - Other Services and Charges** Totals		1	$12.00
	Program **100000 - Main** Totals		7	$241.60
	Department **10 - Legal** Totals		7	$241.60
Department **11 - Mayor's Office**				
Program **110000 - Main**				
Account **52420 - Other Supplies**				
5819 - Synchrony Bank	11-plan/map holders for Mick, Mayor	04/11/2017	04/21/2017	69.98
5814 - Elizabeth Rubin Walter	11-reimbursement for frame for Randy White proclamation	04/11/2017	04/21/2017	5.69
	Account **52420 - Other Supplies** Totals		2	$75.67
Account **53310 - Printing**				
5943 - DP Trading, INC (The Pin Center)	11-logo lapel pins	04/11/2017	04/21/2017	522.00
	Account **53310 - Printing** Totals		1	$522.00
Account **53960 - Grants**				
20295 - Humanetrix Foundation, INC	11-sponsorship for The Combine	04/11/2017	04/21/2017	3,000.00

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Account **53960 - Grants** Totals	1	$3,000.00
Account **53990 - Other Services and Charges**				
5081 - The MacExperience, INC	11- power adapter for MC	04/11/2017	04/21/2017	79.00
		Account **53990 - Other Services and Charges** Totals	1	$79.00
		Program **110000 - Main** Totals	5	$3,676.67
		Department **11 - Mayor's Office** Totals	5	$3,676.67
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53160 - Instruction**				
5778 - National Research Center, INC	11-Community Survey Consultant and Services	04/11/2017	04/21/2017	5,950.00
		Account **53160 - Instruction** Totals	1	$5,950.00
Account **53320 - Advertising**				
323 - Hoosier Times, INC	12 Job ads INV 33117	04/11/2017	04/21/2017	328.69
		Account **53320 - Advertising** Totals	1	$328.69
		Program **120000 - Main** Totals	2	$6,278.69
		Department **12 - Human Resources** Totals	2	$6,278.69
Department **13 - Planning**				
Program **130000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	13-Sharpie markers, label tape, file folders,all-purpose cleaner	04/11/2017	04/21/2017	24.17
5103 - Staples Contract & Commercial, INC	13-Gel pens	04/11/2017	04/21/2017	41.17
		Account **52110 - Office Supplies** Totals	2	$65.34
Account **52420 - Other Supplies**				
5103 - Staples Contract & Commercial, INC	13-Sharpie markers, label tape, file folders,all-purpose cleaner	04/11/2017	04/21/2017	30.81
5103 - Staples Contract & Commercial, INC	13-Maxell CD-RW (1 pack)	04/11/2017	04/21/2017	10.49
		Account **52420 - Other Supplies** Totals	2	$41.30
Account **53160 - Instruction**				
5941 - Amelia Lewis	13-APA/IN Conf. Registration Reimb (A. Lewis)	04/11/2017	04/21/2017	105.00
4943 - Elizabeth M Rosenbarger	13-APA/IN Conf. Registration Reimb (B. Rosenbarger)	04/11/2017	04/21/2017	135.00
5358 - Jacqueline M Scanlan	13-APA/IN Conf. Registration Reimb (J. Scanlan)	04/11/2017	04/21/2017	135.00
4949 - Linda Thompson	13-APA/IN Conf. Registration Reimb (L. Thompson)	04/11/2017	04/21/2017	135.00
4949 - Linda Thompson	13-Registration Reimb_Understanding Native Pollinators (L T)	04/11/2017	04/21/2017	40.00
		Account **53160 - Instruction** Totals	5	$550.00
		Program **130000 - Main** Totals	9	$656.64
		Department **13 - Planning** Totals	9	$656.64
Department **19 - Facilities Maintenance**				

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program **190000 - Main**				
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	19-City Hall-drill screw, #2 phillips 1 5/16" & 1 3 1/2"	04/11/2017	04/21/2017	11.27
409 - Black Lumber Co INC	19-CH PW remodel-credit return purdy 3/8" whitedove cover	04/11/2017	04/21/2017	(109.56)
409 - Black Lumber Co INC	19-painting supplies-white dover cover, hardware	04/11/2017	04/21/2017	111.33
394 - Kleindorfer Hardware & Variety	19-City Hall-alcohol, box of rags	04/11/2017	04/21/2017	14.08
394 - Kleindorfer Hardware & Variety	19-City Hall-flashing, hardware cloths	04/11/2017	04/21/2017	27.17
	Account **52310 - Building Materials and Supplies** Totals		5	$54.29
Account **52430 - Uniforms and Tools**				
394 - Kleindorfer Hardware & Variety	19-City Hall-bleach, face shield, rain suit, respirator	04/11/2017	04/21/2017	55.84
394 - Kleindorfer Hardware & Variety	19-City Hall-tools-rake	04/11/2017	04/21/2017	20.49
	Account **52430 - Uniforms and Tools** Totals		2	$76.33
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services-April 2017	04/11/2017	04/21/2017	55.00
	Account **53140 - Exterminator Services** Totals		1	$55.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Temp Meter-Graffiti team-water/sewer bill-March 2017	04/11/2017	04/21/2017	12.89
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-March 2017	04/11/2017	04/21/2017	947.70
	Account **53530 - Water and Sewer** Totals		2	$960.59
Account **53610 - Building Repairs**				
3434 - Executive Management Services, INC	19-CH/off site facilities-April 2017 cleaning services	04/11/2017	04/21/2017	13,389.00
321 - Harrell Fish, INC	19-City Hall-serv. heat pumps 01/37/38/46/50	04/11/2017	04/21/2017	512.00
	Account **53610 - Building Repairs** Totals		2	$13,901.00
	Program **190000 - Main** Totals		12	$15,047.21
	Department **19 - Facilities Maintenance** Totals		12	$15,047.21
Department **28 - ITS**				
Program **280000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	28-copy paper for City departments	04/11/2017	04/21/2017	984.95
	Account **52110 - Office Supplies** Totals		1	$984.95
Account **52420 - Other Supplies**				
5024 - Electronic Imaging Materials, INC	28-Bar Code Lables Spool	04/11/2017	04/21/2017	354.55
	Account **52420 - Other Supplies** Totals		1	$354.55
	Program **280000 - Main** Totals		2	$1,339.50
	Department **28 - ITS** Totals		2	$1,339.50
	Fund **101 - General Fund** Totals		104	$46,459.48
Fund **249 - Grants Non Approp**				

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Department **04 - Economic & Sustainable Dev**				
Program **G16005 - 2016 Partners for Places USDN**				
Account **51230 - Health and Life Insurance**				
205 - City Of Bloomington	04 - Jackie Duemler's employee benefits	04/11/2017	04/21/2017	5,947.50
	Account **51230 - Health and Life Insurance** Totals		1	$5,947.50
	Program **G16005 - 2016 Partners for Places USDN** Totals		1	$5,947.50
	Department **04 - Economic & Sustainable Dev** Totals		1	$5,947.50
	Fund **249 - Grants Non Approp** Totals		1	$5,947.50
Fund **312 - Community Services**				
Department **09 - CFRD**				
Program **090003 - Com Serv - Status of Women**				
Account **52420 - Other Supplies**				
11589 - Bloomington Cooperative Services (Bloomingfoods)	09-2017 Women's Leadership Development Event-food	04/11/2017	04/21/2017	425.95
5103 - Staples Contract & Commercial, INC	09-2017 Women's Leadership Development-paper goods	04/11/2017	04/21/2017	18.39
	Account **52420 - Other Supplies** Totals		2	$444.34
Account **53990 - Other Services and Charges**				
1444 - Bloomington Monroe County Convention Center	09-Women's History Month Lunch-room and catering	04/11/2017	04/21/2017	8,894.76
52910 - Markey's Audio Visual, INC	09-Women's History Month Lunch-A/V equipment and tech support	04/11/2017	04/21/2017	2,022.80
	Account **53990 - Other Services and Charges** Totals		2	$10,917.56
	Program **090003 - Com Serv - Status of Women** Totals		4	$11,361.90
Program **090016 - Com Serv - Safe & Civil**				
Account **53990 - Other Services and Charges**				
5944 - Jennifer Milner	09-BHM Essay Contest Winner-3rd Place	04/11/2017	04/21/2017	75.00
	Account **53990 - Other Services and Charges** Totals		1	$75.00
	Program **090016 - Com Serv - Safe & Civil** Totals		1	$75.00
Program **090018 - CBVN**				
Account **52420 - Other Supplies**				
905 - Convention And Visitors Bureau Of Monroe County	09-Be More Awards-Nominee Gift Mugs	04/11/2017	04/21/2017	525.00
891 - Lucy Schaich	09-CBVN -reimbursement for supplies for BMA nominee gifts	04/11/2017	04/21/2017	86.48
5103 - Staples Contract & Commercial, INC	09-CBVN Be More Awards - paper products	04/11/2017	04/21/2017	109.35
11693 - The Award Center, INC	09-CBVN Be More Awards--award plaques	04/11/2017	04/21/2017	484.00
	Account **52420 - Other Supplies** Totals		4	$1,204.83
Account **53990 - Other Services and Charges**				
5932 - Indiana Bratworks (Board & Blade)	09-CBVN Be More Awards - Catering-3/28/17	04/11/2017	04/21/2017	1,345.00
	Account **53990 - Other Services and Charges** Totals		1	$1,345.00

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Program **090018 - CBVN** Totals	5	$2,549.83
		Department **09 - CFRD** Totals	10	$13,986.73
		Fund **312 - Community Services** Totals	10	$13,986.73
Fund **401 - Non-Reverting Telecommunications**				
Department **25 - Telecommunications**				
Program **254000 - Infrastructure**				
Account **52420 - Other Supplies**				
50972 - CDW, LLC	25-Cradlepoint Cloud Management	04/11/2017	04/21/2017	152.46
		Account **52420 - Other Supplies** Totals	1	$152.46
Account **54450 - Equipment**				
53442 - Paragon Micro, INC	28-Capital Replacement Battery UPS's	04/11/2017	04/21/2017	914.85
		Account **54450 - Equipment** Totals	1	$914.85
		Program **254000 - Infrastructure** Totals	2	$1,067.31
Program **256000 - Services**				
Account **53150 - Communications Contract**				
4170 - Comcast Cable Communications, INC	28-3550 N. Kinser Pike-business internet-4/16-5/15/17	04/11/2017	04/21/2017	104.85
4170 - Comcast Cable Communications, INC	28-401 N. Morton-business internet 4/1-4/30/17	04/11/2017	04/21/2017	149.85
		Account **53150 - Communications Contract** Totals	2	$254.70
Account **53640 - Hardware and Software Maintenance**				
203 - Indiana University	28-special circuits-3/1-3/31/17	04/11/2017	04/21/2017	65.00
		Account **53640 - Hardware and Software Maintenance** Totals	1	$65.00
		Program **256000 - Services** Totals	3	$319.70
		Department **25 - Telecommunications** Totals	5	$1,387.01
		Fund **401 - Non-Reverting Telecommunications** Totals	5	$1,387.01
Fund **451 - Motor Vehicle Highway**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
334 - Irving Materials, INC	20-502 S. WA-Class A Stone-4 cy-3/15/17	04/11/2017	04/21/2017	434.00
		Account **52330 - Street , Alley, and Sewer Material** Totals	1	$434.00
Account **52340 - Other Repairs and Maintenance**				
480 - Hall Signs INC	20-sign hardware-screws, snap lock assembly, flats, washers	04/11/2017	04/21/2017	2,968.80
53005 - Menards, INC	20-sign materials-flex magnet, air regulator, post level, nitril	04/11/2017	04/21/2017	31.92
		Account **52340 - Other Repairs and Maintenance** Totals	2	$3,000.72
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-2 gal. gloss black paint-L. Raines	04/11/2017	04/21/2017	57.98
409 - Black Lumber Co INC	20-truck-paint tray liners, brush, rollers	04/11/2017	04/21/2017	17.01

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
409 - Black Lumber Co INC	20-3 50lb bags of oil dry	04/11/2017	04/21/2017	38.97
409 - Black Lumber Co INC	20-2 cycle mower oil-5/26/16-(2)	04/11/2017	04/21/2017	3.98
409 - Black Lumber Co INC	20-2 cycle mower oil-6/20/16-(4)	04/11/2017	04/21/2017	7.96
409 - Black Lumber Co INC	20-single cut keys	04/11/2017	04/21/2017	1.98
409 - Black Lumber Co INC	20-10x25 plastic, utility brush, quikcrete	04/11/2017	04/21/2017	27.76
409 - Black Lumber Co INC	20-#1 2x12-12 yellow pine lumber	04/11/2017	04/21/2017	20.49
409 - Black Lumber Co INC	20-oil brush, rollers	04/11/2017	04/21/2017	20.45
409 - Black Lumber Co INC	20-truck-painting supplies-super trimmer 4"	04/11/2017	04/21/2017	11.98
409 - Black Lumber Co INC	20-roller refill, oil brushes	04/11/2017	04/21/2017	17.97
409 - Black Lumber Co INC	20-truck-painting supplies-100 pk LG nitrile gloves	04/11/2017	04/21/2017	16.99
409 - Black Lumber Co INC	20-4" wheel brush coarse, rust coat enamel gloss black	04/11/2017	04/21/2017	11.27
409 - Black Lumber Co INC	20-golden eagle cover, bristle oil brush	04/11/2017	04/21/2017	16.97
394 - Kleindorfer Hardware & Variety	20-3 gal. sprayer-3/27/17	04/11/2017	04/21/2017	31.99
394 - Kleindorfer Hardware & Variety	20-1 pump sprayer-3/27/17	04/11/2017	04/21/2017	31.99
394 - Kleindorfer Hardware & Variety	20-3 gal. black paint	04/11/2017	04/21/2017	101.97
394 - Kleindorfer Hardware & Variety	20-3 1 gal. sprayer-3/28/17	04/11/2017	04/21/2017	73.47
394 - Kleindorfer Hardware & Variety	20-4 gal. gray paint,	04/11/2017	04/21/2017	147.29
394 - Kleindorfer Hardware & Variety	20-truck wash brushes-(2)	04/11/2017	04/21/2017	22.98
3496 - Smith Implements, INC	20-chainsaw parts-picco chain	04/11/2017	04/21/2017	18.95
3496 - Smith Implements, INC	20-chainsaw parts-sprockets, chain	04/11/2017	04/21/2017	96.33
	Account **52420 - Other Supplies** Totals		22	$796.73
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	20-drug screen breath alcohol test-DOT-F. Corns	04/11/2017	04/21/2017	40.00
231 - Indiana University Health Bloomington, INC	20-drug screen breath alcohol test-DOT-L. Rains	04/11/2017	04/21/2017	40.00
231 - Indiana University Health Bloomington, INC	20-drug screen DOT Panel E Screen-M. Lutes	04/11/2017	04/21/2017	43.00
231 - Indiana University Health Bloomington, INC	20-drug screen DOT 5 Panel E Screen-T. Crowe	04/11/2017	04/21/2017	43.00
	Account **53130 - Medical** Totals		4	$166.00
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services-April 2017	04/11/2017	04/21/2017	70.00
	Account **53140 - Exterminator Services** Totals		1	$70.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-March 2017	04/11/2017	04/21/2017	135.67
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-March 2017	04/11/2017	04/21/2017	34.73
	Account **53530 - Water and Sewer** Totals		2	$170.40
Account **53540 - Natural Gas**				

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
222 - Vectren	19-Street Dept-gas bill 3/8-4/3/17	04/11/2017	04/21/2017	318.24
222 - Vectren	19-Traffic Bldg-gas bill 3/8-4/3/17	04/11/2017	04/21/2017	188.99
	Account **53540 - Natural Gas** Totals		2	$507.23
Account **53630 - Machinery and Equipment Repairs**				
786 - Richard's Small Engine, INC	20-chainsaw supplies-chain, bar, file, oil	04/11/2017	04/21/2017	68.65
	Account **53630 - Machinery and Equipment Repairs** Totals		1	$68.65
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/29/17	04/11/2017	04/21/2017	20.15
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/22/17	04/11/2017	04/21/2017	20.15
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels services-3/22/17	04/11/2017	04/21/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels service-3/29/17	04/11/2017	04/21/2017	26.39
	Account **53920 - Laundry and Other Sanitation Services** Totals		4	$93.08
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	20-Sweeper dump fees for landfill-March 2017	04/11/2017	04/21/2017	2,833.20
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Leafing Composting Services 2016-287 loads of brush	04/11/2017	04/21/2017	5,740.00
	Account **53950 - Landfill** Totals		2	$8,573.20
Account **53990 - Other Services and Charges**				
902 - Indiana Underground Plant Protection Service, INC	20-811-February 2017 tickets-554	04/11/2017	04/21/2017	526.30
	Account **53990 - Other Services and Charges** Totals		1	$526.30
	Program **200000 - Main** Totals		42	$14,406.31
	Department **20 - Street** Totals		42	$14,406.31
	Fund **451 - Motor Vehicle Highway** Totals		42	$14,406.31
Fund **452 - Parking Facilities**				
Department **26 - Parking**				
Program **260000 - Main**				
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	19-4th St Garage-Skywalk-radar tiles	04/11/2017	04/21/2017	63.92
	Account **52310 - Building Materials and Supplies** Totals		1	$63.92
Account **52340 - Other Repairs and Maintenance**				
3397 - Evens Time, INC	26-Pkg Garage-repair coin acceptor	04/11/2017	04/21/2017	1,199.18
	Account **52340 - Other Repairs and Maintenance** Totals		1	$1,199.18
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-March 2017	04/11/2017	04/21/2017	25.68
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-March 2017	04/11/2017	04/21/2017	15.89

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description		Invoice Date	Payment Date	Invoice Amount
		Account **53530 - Water and Sewer** Totals		2	$41.57
Account **53610 - Building Repairs**					
392 - Koorsen Fire & Security, INC	19-Morton St Garage-Annual F/E inspection		04/11/2017	04/21/2017	616.43
392 - Koorsen Fire & Security, INC	19-Walnut St Garage-Annual F/E inspection		04/11/2017	04/21/2017	346.29
392 - Koorsen Fire & Security, INC	19-4th St Garage-March 2017 fire extinguisher serv. annual		04/11/2017	04/21/2017	203.95
1537 - Indiana Door & Hardware Specialties, INC	26-Pkg Garages-door closer replacement		04/11/2017	04/21/2017	180.00
395 - Kirby Risk Corp	26-4th St Garage-heat vent		04/11/2017	04/21/2017	247.64
227 - Otis Elevator Company	26-Morton St Garage-elevator service call-3/20/17		04/11/2017	04/21/2017	2,465.00
		Account **53610 - Building Repairs** Totals		6	$4,059.31
Account **53650 - Other Repairs**					
321 - Harrell Fish, INC	19-4th St Garage-Skywalk-replace AC units	BC 2017-01	04/11/2017	04/21/2017	20,250.00
		Account **53650 - Other Repairs** Totals		1	$20,250.00
Account **53840 - Lease Payments**					
512 - 7th & Walnut , LLC	26-Walnut St Garage-rent for May 2017		04/11/2017	04/21/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-rent for May 2017		04/11/2017	04/21/2017	36,405.49
		Account **53840 - Lease Payments** Totals		2	$55,165.47
		Program **260000 - Main** Totals		13	$80,779.45
		Department **26 - Parking** Totals		13	$80,779.45
		Fund **452 - Parking Facilities** Totals		13	$80,779.45
Fund **454 - Alternative Transportation**					
Department **02 - Public Works**					
Program **020000 - Main**					
Account **43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit**					
Noel Garcia	14-Garcia-refund All Zones Permit #9069-not eligible		04/11/2017	04/21/2017	27.50
		Account **43170.0099 - Residential Neighborhood Permits All Zones Sevice Permit** Totals		1	$27.50
Account **46060 - Other Violations**					
James David Comer, II	14-Comer-refund overpayment pkg citation M1602542		04/11/2017	04/21/2017	40.00
William McConnell	14-McConnell-refund overpayment pkg citation M1605048		04/11/2017	04/21/2017	40.00
		Account **46060 - Other Violations** Totals		2	$80.00
Account **53310 - Printing**					
501 - Karl Clark (KC Designs)	26-reflex blue #9 stuffer envelopes		04/11/2017	04/21/2017	310.00
53984 - Dri-Stick Decal Corp. (Rydin Decal)	26-all zones, lot 5 permits, residential permits		04/11/2017	04/21/2017	5,580.25
		Account **53310 - Printing** Totals		2	$5,890.25
Account **53640 - Hardware and Software Maintenance**					
54432 - T2 Systems, INC	26-handhelds software neighborhoods & downtown		04/11/2017	04/21/2017	1,000.00
		Account **53640 - Hardware and Software Maintenance** Totals		1	$1,000.00
		Program **020000 - Main** Totals		6	$6,997.75

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Department **02 - Public Works** Totals	6	$6,997.75
		Fund **454 - Alternative Transportation** Totals	6	$6,997.75
Fund **601 - Cum Cap Development**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **53110 - Engineering and Architectural**				
399 - American Structurepoint, INC	13-Traffic Signal Re-timing Proj.-1/1-2/28/17	04/11/2017	04/21/2017	2,783.70
		Account **53110 - Engineering and Architectural** Totals	1	$2,783.70
		Program **020000 - Main** Totals	1	$2,783.70
		Department **02 - Public Works** Totals	1	$2,783.70
		Fund **601 - Cum Cap Development** Totals	1	$2,783.70
Fund **730 - Solid Waste**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **52110 - Office Supplies**				
5103 - Staples Contract & Commercial, INC	16-at-a-glance ruled desk pad	04/11/2017	04/21/2017	4.60
5103 - Staples Contract & Commercial, INC	16-dayminder weekly appointment book	04/11/2017	04/21/2017	10.80
5103 - Staples Contract & Commercial, INC	16-staple remover, scissors, hanging folders	04/11/2017	04/21/2017	37.29
		Account **52110 - Office Supplies** Totals	3	$52.69
Account **52430 - Uniforms and Tools**				
313 - Fastenal Company	16-vending machine supplies-gloves, bearkat clear	04/11/2017	04/21/2017	468.23
53138 - MTS Safety Products, INC	16-rain gear	04/11/2017	04/21/2017	157.94
		Account **52430 - Uniforms and Tools** Totals	2	$626.17
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services-April 2017	04/11/2017	04/21/2017	55.00
		Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-March 2017	04/11/2017	04/21/2017	90.59
		Account **53530 - Water and Sewer** Totals	1	$90.59
Account **53610 - Building Repairs**				
392 - Koorsen Fire & Security, INC	19-Sanitation-quarterly billing fire alm mon base svc-4/1-063017	04/11/2017	04/21/2017	93.18
		Account **53610 - Building Repairs** Totals	1	$93.18
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/29/17	04/11/2017	04/21/2017	8.65
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/22/17	04/11/2017	04/21/2017	31.87

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/22/17	04/11/2017	04/21/2017	8.65
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/15/17	04/11/2017	04/21/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/15/17	04/11/2017	04/21/2017	8.65
	Account **53920 - Laundry and Other Sanitation Services** Totals		5	$89.69
Account **53950 - Landfill**				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/1-3/14/17	04/11/2017	04/21/2017	7,755.60
	Account **53950 - Landfill** Totals		1	$7,755.60
	Program **160000 - Main** Totals		14	$8,762.92
	Department **16 - Sanitation** Totals		14	$8,762.92
	Fund **730 - Solid Waste** Totals		14	$8,762.92
Fund **800 - Risk Management**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **53130 - Medical**				
2511 - Kevin Lee Prince	10-K. Prince CDL Physical 2017	04/11/2017	04/21/2017	89.00
5967 - Larry M Pursell	10- L. Pursell CDL physical 2017	04/11/2017	04/21/2017	80.00
	Account **53130 - Medical** Totals		2	$169.00
	Program **100000 - Main** Totals		2	$169.00
	Department **10 - Legal** Totals		2	$169.00
	Fund **800 - Risk Management** Totals		2	$169.00
Fund **801 - Health Insurance Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1201 - Other Services and Charges Health Insurance**				
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contribution $574.00	04/11/2017	04/11/2017	574.00
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals		1	$574.00
	Program **120000 - Main** Totals		1	$574.00
	Department **12 - Human Resources** Totals		1	$574.00
	Fund **801 - Health Insurance Trust** Totals		1	$574.00
Fund **802 - Fleet Maintenance**				
Department **17 - Fleet Maintenance**				
Program **170000 - Main**				
Account **52230 - Garage and Motor Supplies**				
50605 - Bauer Built, INC	17-TIRES	04/11/2017	04/21/2017	640.00
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	04/11/2017	04/21/2017	352.92

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	04/11/2017	04/21/2017	595.40
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	04/11/2017	04/21/2017	172.26
	Account **52230 - Garage and Motor Supplies** Totals		4	$1,760.58
Account **52240 - Fuel and Oil**				
613 - Hoosier Penn Oil Company, INC	17- FLUIDS, OIL	04/11/2017	04/21/2017	318.52
	Account **52240 - Fuel and Oil** Totals		1	$318.52
Account **52320 - Motor Vehicle Repair**				
244 - Bloomington Ford, INC	17- REAR WIPER ARM	04/11/2017	04/21/2017	20.34
244 - Bloomington Ford, INC	17- DAMPER, PINS, BUSHING AND SCREWS	04/11/2017	04/21/2017	28.30
244 - Bloomington Ford, INC	17-#132 OIL COOLER	04/11/2017	04/21/2017	99.30
4335 - Circle Distributing, INC	17-PARTS RETURN CREDIT	04/11/2017	04/21/2017	(285.65)
4335 - Circle Distributing, INC	17-MISC PARTS	04/11/2017	04/21/2017	226.96
4335 - Circle Distributing, INC	17-MISC PARTS	04/11/2017	04/21/2017	179.22
4335 - Circle Distributing, INC	17-MISC PARTS	04/11/2017	04/21/2017	53.50
4335 - Circle Distributing, INC	17-MISC PARTS	04/11/2017	04/21/2017	530.63
4335 - Circle Distributing, INC	17-PARTS RETURN	04/11/2017	04/21/2017	(122.14)
455 - Industrial Service & Supply, INC	17-#632 HYD FITTINGS AND HOSE	04/11/2017	04/21/2017	148.36
4546 - Kerlin Bus Sales and Leasing, INC	17-#851 EMERGENCY ROOFTOP HATCH	04/11/2017	04/21/2017	1,126.12
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/11/2017	04/21/2017	23.57
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	04/11/2017	04/21/2017	18.76
8181 - Lawson Products, INC	17-MISC PARTS	04/11/2017	04/21/2017	294.93
787 - Motor Service Corporation	17-MISC PARTS	04/11/2017	04/21/2017	407.45
787 - Motor Service Corporation	17-MISC PARTS	04/11/2017	04/21/2017	50.22
787 - Motor Service Corporation	17-MISC PARTS	04/11/2017	04/21/2017	33.48
787 - Motor Service Corporation	17-MISC PARTS	04/11/2017	04/21/2017	316.14
19317 - Old Dominion Brush Company, INC	17-#498 HYD CYLINDER	04/11/2017	04/21/2017	1,223.19
16069 - Palmer Trucks INC	17-#772 TILT STEERING CABLE AND PEDAL	04/11/2017	04/21/2017	84.23
786 - Richard's Small Engine, INC	17-#792 CUTTING BLADES, WHEEL MOTOR, 5 FILTERS, KEY,	04/11/2017	04/21/2017	1,116.15
786 - Richard's Small Engine, INC	17-PARTS RETURN	04/11/2017	04/21/2017	(24.79)
54351 - Sternberg, INC	17- Motor Vehicle Repair	04/11/2017	04/21/2017	12.68
54351 - Sternberg, INC	17-#948 SENSOR	04/11/2017	04/21/2017	67.86
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#423 HVAC BOX ASSY	04/11/2017	04/21/2017	1,388.61
4398 - TruckPro Holding Corporation	17- BRAKE DRUMS, SHOES, SLACK ADJUSTERS, HUB CAPS	04/11/2017	04/21/2017	1,514.82
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#331 MARKER, STEP AND TAIL LIGHTS	04/11/2017	04/21/2017	118.88

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
2096 - West Side Tractor Sales Co.	17-#632 FUEL PUMP GASKET	04/11/2017	04/21/2017	1.46
2096 - West Side Tractor Sales Co.	17-#632 FUEL PUMP/RETURN REORDER	04/11/2017	04/21/2017	(54.00)
2096 - West Side Tractor Sales Co.	17- ALTERNATOR	04/11/2017	04/21/2017	491.91
2096 - West Side Tractor Sales Co.	17- CORE RETURN (2192)	04/11/2017	04/21/2017	(62.50)
2096 - West Side Tractor Sales Co.	17 - #866 O-RRING	04/11/2017	04/21/2017	5.41
2096 - West Side Tractor Sales Co.	17-#866 VALVE, CLEVIS, ORING AND SEAL KITS	04/11/2017	04/21/2017	1,248.21
2096 - West Side Tractor Sales Co.	17-#866 VALVE, CLEVIS, ORING AND SEAL KITS	04/11/2017	04/21/2017	32.46
	Account **52320 - Motor Vehicle Repair** Totals		34	$10,314.07
Account **52420 - Other Supplies**				
51565 - EmJay Automotive Equipment, LLC	17 - SOLVENT FOR PARTS WASHER	04/11/2017	04/21/2017	432.00
455 - Industrial Service & Supply, INC	17 - regulator	04/11/2017	04/21/2017	106.02
455 - Industrial Service & Supply, INC	17-SHOP SUPPLIES	04/11/2017	04/21/2017	4.98
2974 - MacAllister Machinery Co, INC	17 - CATERPILLAR DIAGNOSTIC SOFTWARE RENEWAL	04/11/2017	04/21/2017	1,000.00
	Account **52420 - Other Supplies** Totals		4	$1,543.00
Account **53140 - Exterminator Services**				
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control services-April 2017	04/11/2017	04/21/2017	40.00
	Account **53140 - Exterminator Services** Totals		1	$40.00
Account **53530 - Water and Sewer**				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-March 2017	04/11/2017	04/21/2017	105.99
	Account **53530 - Water and Sewer** Totals		1	$105.99
Account **53540 - Natural Gas**				
222 - Vectren	19-Fleet Maint-gas bill 3/8-4/3/17	04/11/2017	04/21/2017	410.14
	Account **53540 - Natural Gas** Totals		1	$410.14
Account **53620 - Motor Repairs**				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	17 - REMOVAL AND REINSTALL OF KNOX BOX FOR NEW FIRE TRUCK	04/11/2017	04/21/2017	330.00
	Account **53620 - Motor Repairs** Totals		1	$330.00
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - MATS	04/11/2017	04/21/2017	66.87
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS	04/11/2017	04/21/2017	15.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS	04/11/2017	04/21/2017	15.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - MATS, AND TOWEL RENTAL	04/11/2017	04/21/2017	66.61
	Account **53920 - Laundry and Other Sanitation Services** Totals		4	$164.68
Account **54420 - Purchase of Equipment**				

Board of Public Works Claim Register

Invoice Date Range 04/11/17 - 04/21/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
51565 - EmJay Automotive Equipment, LLC	17 - STANDARD COLD SOLUTION PARTS WASHER	04/11/2017	04/21/2017	1,314.00
5908 - Temco Distributors, LLC	17 - HOT TANK PARTS WASHER	04/11/2017	04/21/2017	9,014.91
	Account **54420 - Purchase of Equipment** Totals		2	$10,328.91
	Program **170000 - Main** Totals		53	$25,315.89
	Department **17 - Fleet Maintenance** Totals		53	$25,315.89
	Fund **802 - Fleet Maintenance** Totals		53	$25,315.89
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	04/11/2017	04/11/2017	131.47
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals		1	$131.47
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/11/2017	04/11/2017	110.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	04/11/2017	04/11/2017	1,170.00
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals		2	$1,280.00
	Program **120000 - Main** Totals		3	$1,411.47
	Department **12 - Human Resources** Totals		3	$1,411.47
	Fund **804 - Insurance Voluntary Trust** Totals		3	$1,411.47
Fund **805 - Unemployment Comp Non-Reverting**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990 - Other Services and Charges**				
204 - State Of Indiana	12 Unemployment March 2017	04/11/2017	04/21/2017	2,149.00
	Account **53990 - Other Services and Charges** Totals		1	$2,149.00
	Program **120000 - Main** Totals		1	$2,149.00
	Department **12 - Human Resources** Totals		1	$2,149.00
	Fund **805 - Unemployment Comp Non-Reverting** Totals		1	$2,149.00
			256	$211,130.21

Board of Public Works Claim Register

Invoice Date Range 04/05/17 - 04/11/17
Utility Checks

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund**										
Department **02 - Public Works**										
Program **020000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812R08178803-17	02-radio circuits (incl repair ticket 2/22/17)-	Paid by Check # 65281		04/11/2017	04/11/2017	04/21/2017		04/06/2017	1,192.69
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$1,192.69
				Program **020000 - Main** Totals				Invoice Transactions 1		$1,192.69
				Department **02 - Public Works** Totals				Invoice Transactions 1		$1,192.69
				Fund **101 - General Fund** Totals				Invoice Transactions 1		$1,192.69
Fund **401 - Non-Reverting Telecommunications**										
Department **25 - Telecommunications**										
Program **254000 - Infrastructure**										
Account **53750 - Rentals - Other**										
12283 - Smithville Communications	401NMrtn-040117	28-401 N Morton/ACC-internet services-4/1-	Paid by Check # 65279		04/05/2017	04/05/2017	04/05/2017		04/06/2017	1,614.27
				Account **53750 - Rentals - Other** Totals				Invoice Transactions 1		$1,614.27
				Program **254000 - Infrastructure** Totals				Invoice Transactions 1		$1,614.27
Program **256000 - Services**										
Account **53150 - Communications Contract**										
12283 - Smithville Communications	401NMrtn-040117	28-401 N Morton/ACC-internet services-4/1-	Paid by Check # 65279		04/05/2017	04/05/2017	04/05/2017		04/06/2017	1,136.00
				Account **53150 - Communications Contract** Totals				Invoice Transactions 1		$1,136.00
				Program **256000 - Services** Totals				Invoice Transactions 1		$1,136.00
				Department **25 - Telecommunications** Totals				Invoice Transactions 2		$2,750.27
				Fund **401 - Non-Reverting Telecommunications** Totals				Invoice Transactions 2		$2,750.27
Fund **452 - Parking Facilities**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812334979003-17	02-Pkg Garages-phone charges 2/8-3/7/17	Paid by Check # 65276		04/05/2017	04/05/2017	04/05/2017		04/06/2017	365.94
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$365.94
				Program **260000 - Main** Totals				Invoice Transactions 1		$365.94
				Department **26 - Parking** Totals				Invoice Transactions 1		$365.94
				Fund **452 - Parking Facilities** Totals				Invoice Transactions 1		$365.94
				Grand Totals				Invoice Transactions 6		$4,308.90

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REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	2/28/2017	EFT	804	FLEX	3/1/2017	847.00
2	2/28/2017	EFT	800	Workers Comp	3/1/2017	1,842.58
3	3/1/2017	EFT	804	FLEX	3/2/2017	384.00
4	3/1/2017	EFT	804	FLEX	3/1/2017	965.40
5	3/2/2017	EFT	804	H.S.A. EE	3/2/2017	16,405.83
6	3/2/2017	EFT	804	FLEX	3/3/2017	877.09
7	3/3/2017	EFT	804	FLEX	3/6/2017	606.68
8	3/4/2017	EFT	804	FLEX	3/6/2017	443.50
9	3/5/2017	EFT	804	FLEX	3/6/2017	40.00
10	3/6/2017	EFT	804	FLEX	3/7/2017	159.00
11	3/7/2017	EFT	804	FLEX	3/7/2017	303.06
12	3/7/2017	EFT	804	FLEX	3/8/2017	303.80
13	3/8/2017	EFT	804	FLEX	3/9/2017	280.90
14	3/9/2017	EFT	804	GYM	3/9/2017	21,104.61
15	3/9/2017	EFT	804	FLEX	3/10/2017	108.99
16	3/10/2017	EFT	804	FLEX	3/13/2017	549.99
17	3/11/2017	EFT	804	FLEX	3/13/2017	658.50
18	3/12/2017	EFT	804	FLEX	3/13/2017	89.54
19	3/9/2017	EFT	801	IACT	3/10/2017	733,960.69
20	3/13/2017	EFT	804	FLEX	3/14/2017	497.95
21	3/14/2017	EFT	804	FLEX/DDC	3/14/2017	155.96
22	3/15/2017	EFT	804	FLEX	3/16/2017	230.00
27	3/14/2017	EFT	804	FLEX	3/16/2017	922.92
28	3/15/2017	EFT	801	H.S.A. EE	3/16/2017	1,262.80
29	3/15/2017	EFT	800	Workers Comp	3/16/2017	1,165.34
26	3/16/2017	EFT	804	H.S.A. EE	3/16/2017	15,861.18
30	3/17/2017	EFT	804	FLEX	3/20/2017	1,020.53
25	3/18/2017	EFT	804	FLEX	3/20/2017	608.12
24	3/19/2017	EFT	804	FLEX	3/20/2017	190.91
23	3/16/2017	EFT	804	FLEX	3/17/2017	1,369.80
31	3/17/2017	EFT	804	H.S.A. EE	3/17/2017	209.76
32	3/18/2017	EFT	804	H.S.A. EE	3/20/2017	288.96
33	3/17/2017	EFT	801	CIGNA	3/20/2017	36,107.82
34	3/20/2017	EFT	804	FLEX	3/21/2017	239.42
35	3/22/2017	EFT	804	FLEX	3/21/2017	42.31
36	3/21/2017	EFT	804	FLEX	3/22/2017	450.00
37	3/2/2017	EFT	804	FLEX	3/23/2017	1,444.79
38	3/22/2017	EFT	800	Workers Comp	3/23/2017	1,064.80
39	3/22/2017	EFT	800	Workers Comp	3/23/2017	1,910.31
40	3/23/2017	EFT	804	FLEX	3/24/2017	451.00
41	3/24/2017	EFT	804	FLEX	3/27/2017	3,616.48
42	3/25/2017	EFT	804	FLEX	3/27/2017	657.61
43	3/26/2017	EFT	804	FLEX	3/27/2017	262.77
44	3/27/2017	EFT	804	FLEX	3/29/2017	134.98
45	3/28/2017	EFT	804	FLEX	3/29/2017	293.36
46	3/29/2017	EFT	800	Workers Comp	3/29/2017	1,323.45
47	3/29/2017	EFT	804	FLEX	3/30/2017	170.00
48	3/30/2017	EFT	804	H.S.A. EE	3/30/2017	15,128.80
49	3/30/2017	EFT	804	FLEX	3/31/2017	1,509.57
50	3/30/2017	EFT	804	H.S.A. EE	3/31/2017	289.92
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						$ 868,832.36

ALLOWANCE OF CLAIMS

$ 868,832.36

Dated this _____ day of _____ year of 20_____.

_____ _____

_____ _____

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

Fiscal Office_____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
4/21/2017	Claims				211,130.21
4/6/2017	Sp Utility Cks				4,308.90
	Woodlawn Ave				
	Health Claims for the month of March 2017				868,832.36
					1,084,271.47

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 **$ 1,084,271.47**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____